

# Cherokee Nation

[www.cherokee.org](http://www.cherokee.org)

## REQUEST FOR SEALED BIDS

### DEMOLITION SERVICES CHEROKEE COUNTY



**Cherokee Nation Procurement Department  
On behalf of Planning and Development**

**CHEROKEE NATION  
P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5000**

# **Cherokee Nation**

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**CHEROKEE NATION  
REQUEST FOR BID  
SUMMARY ANNOUNCEMENT  
DEMOLITION SERVICES**

The Cherokee Nation is seeking sealed bids from qualified contractors for complete demolition services, including haul off/disposal of materials at a site located in Tahlequah, Oklahoma (Cherokee County). The Cherokee Nation will only be accepting sealed bids from General Contracting Companies to act as the sole primary Contractor. Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. All bids from General Contractors shall be whole and assume all sub-contracts and divisions of labor. **There is a mandatory pre-bid meeting followed by a site visit on March 04, 2024 at 2:00 p.m. The meeting will start in the lobby of the old hotel located in the Cherokee Nation complex, 17725 S. Muskogee Ave, Tahlequah, OK 74464. If a company is interested in the project, but unable to attend the mandatory site visit as stated, there will be an opportunity to meet the requirement on March 06, 2024 at 10:00 a.m. CT. by contacting (918) 525-2177 to schedule.** Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. The project must be completed within ninety calendar days after Notice to Proceed. The specifications, scope of work, and all pertinent dates are available in the bid packet and instructions. Sealed bids will be accepted from Indian and Non-Indian bidders. All Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a drug free and tobacco free workplace; the successful bidder will ensure all employees, subcontractors, and other workers will abide by this policy. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions. Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in sealed bid submittal. Detailed announcement and deadline information are available at [www.cherokeebids.org](http://www.cherokeebids.org) or by contacting the Cherokee Nation Procurement Department at email at [purchasing@cherokee.org](mailto:purchasing@cherokee.org).

**CHEROKEE NATION  
REQUEST FOR BID  
DETAILED ANNOUNCEMENT  
DEMOLITION SERVICES**

The Cherokee Nation is seeking sealed bids from qualified contractors for complete demolition services, including haul off/disposal of materials at a site located in Tahlequah, Oklahoma (Cherokee County). The Cherokee Nation will only be accepting sealed bids from General Contracting Companies to act as the sole primary Contractor. Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. All bids from General Contractors shall be whole and assume all sub-contracts and divisions of labor. **There is a mandatory pre-bid meeting followed by a site visit on March 04, 2024 at 10:00 am CT. The meeting will start in the lobby of the old hotel located in the Cherokee Nation complex, 17725 S. Muskogee Ave, Tahlequah, OK 74464. If a company is interested in the project, but unable to attend the mandatory site visit as stated, there will be an opportunity to meet the requirement on March 06, 2024 at 10:00 am CT by contacting (918) 525-2177 to schedule.**

Interested parties are to provide bids to furnish all labor, quality control, materials, supplies, and supervision to complete the project. The project must be completed within ninety calendar days after Notice to Proceed. The specifications, scope of work are available in the bid packet. The bid packet contains all necessary form documents. Interested parties are required acquaint themselves with the exact nature of the work to be performed. The Nation requests Wage Rate OK20230067 be followed & wage scale reports maintained and made available to the Nation upon request; any state or Tribal law requiring the payment of wage rates that exceed the corresponding Federal rate is inapplicable and shall not be enforced. A bid guaranty equal to five percent (5%) of total bid must be included with the bid submittal. Bids will be accepted from Indian and Non-Indian bidders. All Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a drug free and tobacco free workplace; the successful bidder will ensure all employees, subcontractors, and other workers will abide by this policy. Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in sealed bid submittal. This bid and any subsequent award resulting in an agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq.*), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties of any awarded Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor. Bid will be awarded to the lowest, most responsive/responsible bid for each location. The subsequent contract must be fully executed within ten (10) days of award or the bid will become null and void, and the next lowest most responsive/responsible bid will be considered. Award of contract will be subject to availability of funds. TERO requirements apply to award of contract. Cherokee Nation TERO Office requirements apply including fee of ½ of 1% of contract award and additional daily fee of \$25.00 for onsite non-Indian crew members. Successful bidder must complete required TERO

paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions. The successful bidder must have fees and all paperwork submitted to TERO for contract to be considered fully executed. A Performance Bond and Payment Bond will be required of the successful bidder along with a one-year warranty period as specified in the bid packet. Sealed bids may be hand delivered/courier delivered to Cherokee Nation Procurement Department, Attn: Shelly McClain, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. **Bids must be received on or before March 22, 2024 by 2:00 p.m. CT.** Bids must be sealed and clearly marked "SEALED BID, DO NOT OPEN, DEMOLITION SERVICES (CHEROKEE COUNTY)". **A Public Bid Opening will be held on March 22, 2024 at 2:00 p.m. CT in the Financial Resources Building, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464.** Cherokee Nation reserves the right to reject any and all bids. Cherokee Nation reserves the right to determine if a proposal meets stated requirements, and to award a contract for bid that is in the best interest of the Cherokee Nation including but not limited to the total cost and capability of the bidder. Cherokee Nation reserves the right to determine the format of any agreement resulting from this bid opportunity. Bidders are responsible for any and all costs associated with the preparation and submission of bids. No bidder may withdraw their bid within 90 days after due date.

## Information for Bidders

### (1) Receipt and Opening of Bid

- a) The Cherokee Nation (hereinafter "NATION"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the NATION at the Procurement Department until **March 22, 2024 by 2:00 p.m. CT.** The envelopes containing the bids must be sealed, addressed to Cherokee Nation, Attn: Shelly McClain, Procurement Department. Bids may be hand delivered/courier delivered to Cherokee Nation Procurement, Attn: Shelly McClain, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. **BIDS MUST BE RECEIVED ON OR BEFORE MARCH 22, 2024 BY 2:00 P.M. TO BE CONSIDERED. BIDS MUST BE SEALED AND CLEARLY MARKED "SEALED BID, DO NOT OPEN, DEMOLITION SERVICES (CHEROKEE COUNTY)". A PUBLIC BID OPENING WILL BE HELD ON MARCH 22, 2024 AT 2:00 P.M. IN THE FINANCIAL RESOURCES BUILDING, 17665 S. MUSKOGEE AVENUE, TAHLEQUAH, OKLAHOMA 74464. LATE SUBMITTALS WILL NOT BE ACCEPTED, OPENED, OR CONSIDERED FOR AWARD.**
- b) Bids will be accepted from Indian and Non-Indian bidders.
- c) Interested bidders must submit, at a minimum, the following completed bid sheets and attachments, in the sealed bid packed to be consider fully responsive/responsible bidders: Preparation Outline, Attachment A must be completed and all sections returned; Bid Form, page 18, Base Bid, page 19; Non Collusive Affidavit, page 20; Previous Work History Form, Attachment B; TERO Certification (if applicable, to be provided by bidder); Statement on Providing Indian Preference in Employment & Training Opportunities, Attachment C; Statement on Providing Indian Preference in Subcontracting, Attachment D; Bid Bond. And, any additional documents mandated by the Cherokee Nation in an issued Addendum.
- d) The NATION may consider informal a bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any sealed bid received from a bidder who does not meet mandatory bid requirements will be returned, unopened. Any bid received after the time and date specified shall not be considered and will be returned, unopened. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

### (2) Method of Bidding

Each bid must be submitted on the prescribed form. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid and all other required, completed documents as outlined in Section 1, Part C must be enclosed in another envelope addressed as specified in the bid form.

### **(3) Subcontracts**

The successful bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must also be acceptable to NATION. Any proposed subcontracts must be approved by the NATION, and the TERO office must be consulted prior to subcontractor being on site to ensure all appropriate forms, paperwork, and approvals are in place. Successful bidder will be required to complete the Request for Acceptance of Subcontractor at time of contract signing; Sample Contract, Attachment F; Request for Acceptance of Subcontractor, Attachment G. All sums due to any suppliers or subcontractors must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

### **(4) Modification of Bid**

Any bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids, provided such communication is received in writing by NATION prior to the closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or other modification so that NATION will not know the final prices or terms until the sealed bid is opened.

### **(5) Qualifications of Bidder**

- a) The NATION may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the NATION all such information and data for this purpose as the NATION may request. The NATION reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the NATION such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- b) Bidders are requested to list representative prior experiences on other construction jobs and furnish references. Previous Work History Form, Attachment B.
- c) TERO Certification: Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in sealed bid submittal.

### **(6) Time of Completion and Liquidated Damages**

- a) Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the NATION and to fully complete the construction within bidder's Calendar Days to Complete. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive business day in which the project is incomplete over the presented Days to Complete or previously approved time extension. Upon fifth (5<sup>th</sup>) calendar day, contract will be fully revoked and action to invoke bonds will be started by the NATION.

- b) Notwithstanding any other provisions of this contract, it is mutually understood that time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. A change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

**(7) Conditions of Work**

- a) Each bidder has the responsibility to be fully informed of the conditions relating to the project and the employment of labor thereon.
- b) Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

**(8) Interpretation of the Bid Documents**

- a) Every request for interpretation of the meaning of the plans, specifications, or other pre-bid documents must be submitted in written format to Cherokee Nation Procurement Department. Requests may be e-mailed to [shelly-mcclain@cherokee.org](mailto:shelly-mcclain@cherokee.org).
- b) To be given consideration, interpretation requests must be received by the stipulated deadline. Due date for all interpretation requests for this bid shall be **March 11, 2024 by 5:00 p.m. CT.**
- c) Any and all such interpretations and any supplemental instructions will be in the form of written addenda. Due date for interpretations for this bid shall be **March 15, 2024 by 5:00 p.m. CT.**
- d) No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.
- e) Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**(9) Security for Faithful Performance**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as specified. Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." Before any work is commenced, the Contractor shall obtain a performance bond and payment bond to guarantee the faithful performance of this contract and payment for all labor and materials used in the work each in the full amount of the Contract price in a form and with sureties satisfactory to the NATION. The NATION will accept an irrevocable letter of credit from an established institution in lieu of the above bonds. This shall remain in effect until final acceptance by the NATION.



**(10) Warranty Period**

The Contractor warrants that work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense any failure or defect within the one year warranty period.

**(11) Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**(12) Notice of Special Conditions**

Attention is particularly called to those parts of the bid and contract documents, specifications, and attachments that deal with the following:

- a) Manufacturer's material and installation recommendations and requirements.
- b) Insurance Requirements
- c) Payment & Performance Bond Requirements
- d) Warranty Requirements
- e) Wage Rates
- f) Indian Preference in Employment & Training Opportunities
- g) Indian Preference in Subcontracting Opportunities

**(13) Laws and Regulations**

The offeror's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

This bid and any subsequent award resulting in an agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq.*), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties of any awarded Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor

shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

**Wage Rates:** The wages for any future contract/project follow the Davis Bacon Wage Scale. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. And, 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions. The Nation requests Wage Rate OK OK20240067 be followed & wage scale reports maintained and made available to the Nation upon request.

**Buy American – Recovery Act provisions:** The buy American provisions direct that all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Cherokee Nation TERO law and fees are applicable to any future agreement(s).

**(14) Requirements**

The contractor should require that all employees providing this service at Cherokee homes have a background check, and that documentation should be maintained and available to Cherokee Nation. The contractor is responsible for ensuring backgrounds are updated as personnel changes during the life of the contract.

**(15) Method of Award – Lowest Bid That Contains Lowest Most Responsive/Reasonable Offer From Qualified Bidder**

After consideration of price and other factors, the contract will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer and in the best interest of the NATION to accept. Award shall be made under unrestricted solicitations to the lowest, most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited. To be considered as fully responsive and eligible for award all required documents as specified in Section 1, Part C. TERO Preference will be given in accordance with Cherokee Nation Acquisition Management’s Policy and Procedures and only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in sealed bid submittal. Cherokee Nation reserves the right to determine the format of any agreement resulting from this bid opportunity.

**(16) Site Inspections**

- a) At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).

- b) The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.
- c) **There is a mandatory pre-bid meeting and site visit on March 04, 2024 at 10:00 am CT. If a company is interested, but unable to attend, but unable to attend the mandatory site visit as stated, there will be an opportunity to meet the requirement on March 06, 2024 at 10:00 am CT by contacting David Moore at (918) 525-2177 to schedule.**

**(17) Construction Inspections**

- a) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements.
- b) The Contractor shall maintain complete inspection records and make them available to the NATION.
- c) All work is subject to the NATION's inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- d) NATION inspections are for the sole benefit of the NATION and do not-
  - i. Relieve the Contractor of responsibility for providing adequate quality control measures;
  - ii. Relieve the Contractor of responsibility for damages to or loss of the material before acceptance;
  - iii. Constitute or imply acceptance; or
  - iv. Affect the continuing rights of the NATION after acceptance of the completed work.
- e) The presence or absence of the NATION's inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the NATION's written authorization.
- f) Contractor Cooperation
  - i. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the NATION.
  - ii. The NATION may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary.
  - iii. The NATION shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

**(18) Non-conforming Work**

The Contractor shall, without charge, replace or correct work found by the NATION not to conform to contract requirements, unless in the public interest the NATION consents to accept

the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

If the Contractor does not promptly replace or correct rejected work, the NATION may:

- a) By contract or otherwise, replace or correct the work and charge the cost to the Contractor, or
- b) Terminate for default the Contractor's right to proceed.

**(19) Destructive Inspection**

- a) If, before acceptance of the entire work the NATION decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material.
- b) If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall be responsible for the expenses of the examination and of satisfactory reconstruction. If the work is found to meet contract requirements, the NATION shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

**(20) Acceptance**

- a) Unless otherwise specified in the contract, the NATION shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the NATION determines can be accepted separately.
- b) Acceptance shall be final and conclusive except for latent defects, gross mistakes amounting to fraud, or the NATION's rights under any warranty or guarantee.

**(21) Safety Standards and Accident Prevention**

With respect to all work performed under the contract, the contractor shall:

- a) Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c) Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for persons (including employees) who may be injured on the job

site. Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

**(22) Invoice Submission**

- a) The Contractor shall submit an original invoice on the schedule described in this bid package specifications upon completion of work and after inspection to: Cherokee Nation Planning and Development, Attention: David Moore, PO Box 948, Tahlequah, OK 74465 . Invoices will be approved and submitted for payment upon completion and acceptance of work by Cherokee Nation; it is the responsibility of the Contractor to submit invoice per instructions.
- b) The Contractor agrees to include the following information on each invoice:
  - i. Contractor's name and invoice date;
  - ii. Contract number;
  - iii. Description, cost or price, and quantity of services actually rendered;
  - iv. Payment terms as agreed to in the contract;
  - v. Other substantiating documentation or information as required by the contract; and
  - vi. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- c) The NATION may, at any time, request information necessary to determine the appropriateness of partial payment amounts.

**(23) Work Requirements**

The Contractor shall notify the Project Inspector two work days prior to performing any work before 7 am, after 5 pm, or any Saturday, Sunday or Holiday in order that NATION may inspect any work should they choose.

**(24) Drug Free Workplace and Tobacco Free Workplace**

- a) Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- b) NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- c) The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d) A copy of bidder's Drug Free Workplace statement shall be included with the bid or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION.
- e) The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a

tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

**(25) Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

- a) The Contractor shall certify, to the best of its knowledge and belief, that the Contractor or any of its Principals:
  - i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe;
  - ii. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, local or tribal) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.
- b) The Contractor certifies they have not, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal, state, local or tribal agency.
- c) The Contractor shall provide immediate written notice to the NATION if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the NATION, the NATION may terminate the contract resulting from this solicitation for default.

**(26) Environmental Protection**

- a) If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.
- b) The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and

land, and involves noise and solid waste-management, as well as other pollutants. This section applies to work at all sites.

- c) In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.
- d) The NATION will notify the Contractor of any observed non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.
- e) If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was in compliance.
- f) Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- g) Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.
- h) Protection of Land Resources:
  - i. The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.
  - ii. Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.
  - iii. Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.
  - iv. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.

**(27) Protection of Water Resources:**

- a) The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Local and Tribe water laws concerning pollution of rivers and streams.
- b) Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.
- c) The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.
- d) No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.
- e) The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.



**SPECIFICATIONS, SCOPE OF WORK & DRAWINGS  
PROVIDED BY CHEROKEE NATION  
PLANNING & DEVELOPMENT**

**Scope of Work:**

Provide quote for Complete Demo, removal, and cleanup of all debris for the **Old Restaurant/Gift Shop, Motel, and Modulars** on the Cherokee Nation Complex grounds. in compliance with any and all applicable laws and/or regulations. All debris including Asbestos containing materials shall be taken to a licensed/permitted Landfill. Please and include construction schedule. Coordinate all work with CN P&D as to not impact any CN daily activities.

**See attached Asbestos reports starting on page 47 of this Request for Bid.**

Provide all materials, equipment and manpower necessary to deliver complete project as follows;

All work shall comply with current Industry Standards and/or Codes and follow all OSHA and CN Safety Policies.

Contractor is responsible for all Safety requirements and any required inspections or testing.

Contractor is responsible for any permits or fees necessary to complete the project.

Coordinate with utility providers for disconnect and removal of services.

Cap or remove all utilities per code to nearest meter or perimeter of construction site.

Contractor shall provide and maintain temporary six-foot construction fence around the site, all work shall take place within the fenced area.

All Truck/construction traffic shall use designated routes on CN property, (to be determined at pre-construction meeting, prior to the beginning of construction). Contractor shall be responsible for any damages caused to any property on said route or any property adjacent to the site.

Demo of the property shall include removal and disposal of all debris to a licensed/permitted landfill, excavation and removal of all concrete sidewalks, structures, and footings (import fill as needed and compact footing excavations and site to 95%).

Leave property's level, smooth and debris free, provide 3 inches of topsoil, seed all disturbed areas with drought resistant non-clumping fescue grass.

The modular buildings will be demolished first and must be completed on a weekend.

Contractor shall install silt fence as project requires.

**SEALED BID – BID FORM  
DEMOLITION SERVICES  
(CHEROKEE COUNTY)**

To the Cherokee Nation:

This Bidder, in compliance with your invitation for a sealed bids for the construction of the Demolition Services located in Tahlequah, Oklahoma (Cherokee County) and, having examined the bid documents; and, being familiar with all of the conditions surrounding the scope of work of the proposed project, hereby proposes to furnish all labor, quality control, materials, supplies, and supervision to complete the project for each site in accordance with the Contract Documents, and at the prices stated below. These prices to cover all expenses and taxes incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under his contract on dates to be specified in a written “Notice of Award” for the drawings and a “Notice to Proceed” for the construction from the NATION, if he is the successful bidder. Substantial Completion, as defined, shall be reached within bidder’s Calendar Days to Complete, as listed on bidding form, or \$500 per calendar day will be charged against the Contractor for each calendar day in default

Should any addenda be issued prior to the submission of this proposal, bidder acknowledges receipt of same by initials and date of the following addenda.

ADDENDUM #1 \_\_\_\_\_

ADDENDUM #2 \_\_\_\_\_

Bidder understands the NATION reserves the right to reject any or all bids and to waive any informalities in the bidding. Bidder understands award of this contract shall be subject to available funding.

Bidder agrees his bid shall be good and may not be withdrawn for a period of 90 calendar days from bid opening. Bidder will cooperate with the NATION to ensure a formal contract is fully executed within 10 days of his notice if he is the successful contractor.

Indian preference will be given on this project to firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO). Proof of certification must accompany all bids.

**BASE BID: DEMOLITION SERVICES**

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the Plans and Specifications for the Cherokee Nation, that is shown to be the Base Bid.

The project will be completed within bidder's Calendar Days to Complete from Notice of Award issued by Cherokee Nation. The Bidder agrees to furnish all labor, quality control, materials, supplies, and supervision to complete the project in accordance with the scope of work and specifications for this project, and at the prices stated below.

**GRAND TOTAL:** \$ \_\_\_\_\_

**Work will be completed within 90 calendar days after Notice to Proceed:** \_\_\_ Yes \_\_\_ No

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)

TERO Certified Contractor: \_\_\_ Yes \_\_\_ No  
(Proof of certification must accompany all bids)

Major Cherokee Employer: \_\_\_ Yes \_\_\_ No  
(Bidder must contact TERO at 918-453-5000 for this preference)

SUBMITTED:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Address

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposed and says that he/she is a partner or officer of the firm of \_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Cherokee Nation, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: \_\_\_\_\_  
(Bidder, if the bid is an individual;  
Partner, if the bid is a partnership;  
Officer, if the bid is a corporation)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Commission Number

## BONDING REQUIREMENTS

Minimum requirement for bonding and insurance shall be as follows:

- a) A bid bond equal to five percent (5%) of grand total bid amount. A “bid bond” is one executed in connection with a bid offer to guarantee the contractor will enter into a contract if given the award. **The only documents accepted will be an actual bid bond or a cashier’s check.**
- b) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A “payment” bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**NOTE: The payment and performance bonds will only be required of the successful Contractor, but must be in full effect before any work is done. The date of the bonds must not be prior to the date of the Contract. If the Contractor is a partnership, all partners must execute the bonds.**

**Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation must appear on the list contained in the Department of the Treasury Circular 570, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies.”**

## **DIRECTIONS FOR PREPARING AND EXECUTION OF BONDS**

Corporate sureties offered for bonds furnished with contracts performed for the Cherokee Nation must appear on the list contained in the Department of the Treasury Circular 570, "Companies Holding Certificated of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals.

The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

In case the surety and if the principal is a corporation; the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate seal.

The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

The date of the bond must not be prior to the date of the instrument for which it is given.

## CONTRACTOR'S INSURANCE REQUIREMENTS

Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

\*\* Provide an original Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, and builders risk policies, as their interest may appear with respect to the operations defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date
- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

\*\* Required Coverages:

- 1) Worker's Compensation and Employer's Liability:
  - Limits of Liability:
    - Bodily Injury by Accident: \$1,000,000 each accident
    - Bodily Injury by Disease: \$1,000,000 policy limit
    - Bodily Injury by Disease: \$1,000,000 each employee
  - Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.
- 2) General Liability:
  - Coverages:
    - Commercial (including products/completed operations) with specific reference made to coverage for asbestos and/or lead abatement (as this is usually excluded under standard commercial general liability policies). Coverage shall be endorsed to include Cherokee Nation of Oklahoma as an additional insured, and Contractor's insurance shall be primary and not seek to contribute with respect to Cherokee Nation's insurance. In addition, Contractor's commercial general liability policy shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.
  - Limits of Liability:
    - Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
    - \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate
- 3) Automobile Coverage:
  - Vehicles Covered:
    - All Autos
    - Hired Autos
    - Non-owned Autos
  - Limits of Liability:
    - Bodily Injury and Property Damage Combined: \$1,000,000

NOTE: The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage for the type and in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy. Each subcontractor policy must also name Cherokee Nation as an additional insured with respect to general liability and auto liability.



## **CHEROKEE NATION INDIAN PREFERENCE POLICY IN CONTRACTING**

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in the Cherokee Nation Tribal Employment Rights Office, Resolution No. 84-50 and Ordinance Section No. 4.8 which provides for preference to Indians in the awarding of contracts, as well as the Cherokee Nation Acquisition Management Policies and Procedures. All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq.*), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

A prospective contractor seeking to receive Indian Preference under this contract must be certified as an Indian-owned firm by the Cherokee Nation Tribal Employment Rights Office (TERO) and submit proof of that certification with their bid.

**ATTACHMENT A**  
**PREPARATION OUTLINE FORM**

**PREPARATION OUTLINE  
DEMOLITION SERVICES**

The following information must be submitted and signed as indicated with sealed bid. All information must be submitted for bid to be considered responsive and reasonable.

- a. Preparation Outline (Attachment A, this page)
- b. Bid Form (Bid Packet, Page 18)
- c. Base Bid Form (Bid Packet, Page 19)
- d. Non-Collusive Affidavit (Bid Packet, Page 20)
- e. Previous Work History Form (Attachment B)
- f. TERO Certification (If applicable, to be provided by bidder)
- g. Statement on providing Indian Preference in Employment and Training Opportunities (Attachment C)
- h. Statement on providing Indian Preference in the award of Subcontracts (Attachment D)
- i. Bid Bond – 5% of Grand Total Bid Amount

**SPECIAL INSTRUCTIONS**

**\*\*Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**ATTACHMENT B**  
**PREVIOUS WORK HISTORY FORM**

## PREVIOUS WORK HISTORY FORM

**NOTE:** This form is a required submission from each bidder/offeror and is the Nation's documentation to determine responsible bidders/offerors. In the spaces below, complete all information requested, providing all telephone numbers and any available facsimile numbers for all employers, companies and vendors listed. In the disclosure space, enter any defaults, assignments or foreclosures.

Employer/Company name, address, phone & fax	Contract Amount	Contract start and completion dates	Describe type of work performed/completed	Disclosures	Contractor's Current and previous vendors – give address and phone/fax
<b>Please attach additional sheets as required to sufficiently provide a minimum of three (3) years work history</b>					

**ATTACHMENT C**  
**STATEMENT**  
**PROVIDING INDIAN PREFERENCE**  
**IN EMPLOYMENT & TRAINING**

## **Statement on Providing Indian Preference In Employment and Training Opportunities**

The Cherokee Nation has determined that all bidders this solicitation shall to the greatest extent feasible comply with Indian Preferences in providing training and employment opportunities.

Detail your employment and training opportunities and plans to provide preference to Indians in implementing the contract:

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Provide the number or percentage of Indians anticipated to be employed and trained.

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If less than 100% Indian for new hires explain why: \_\_\_\_\_

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Provide a list of all core crew (permanent full-time employees) members: \_\_\_\_\_

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Describe the methods that will be used to train Indian employees \_\_\_\_\_

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**Comparable statements from all subcontracts must be submitted.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

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

**ATTACHMENT D**  
**STATEMENT**  
**PROVIDING INDIAN PREFERENCE**  
**IN SUBCONTRACTING**



## **Statement on Providing Indian Preference In the Award of Subcontracts**

The Cherokee Nation has determined that all bidders under this solicitation shall to the greatest extent feasible comply with Indian Preference in the awarding of all subcontracts under the contract.

If no responsive proposal by a qualified Indian-Owned economic enterprise or organization is within the estimated range of the total price of the lowest responsive proposal from any qualified enterprise, award shall be made to the bidder with the lowest price.

All bidders must submit with their proposal, documentation of the bids or quotations received in subcontracts awarded to a non-Indian enterprise or a non-Indian organization. Failure by the bidder to provide such information shall render the proposal non responsive and the bidder ineligible for award.

Detail your plans to provide Indian Preference in the award of subcontracts:

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\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

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

**ATTACHMENT E**  
**REQUIRED DOCUMENTS LISTING**  
**SUCCESSFUL BIDDER ONLY**

**Required Documents for Successful Bidder Only**

- a. Labor information form (to be provided by Cherokee Nation)
- b. W-9 form
- c. Signed Contract (contract will be drafted and provided by Cherokee Nation).  
SAMPLE ONLY PROVIDED (Attachment G)
- d. Core Crew Listing
- e. Request for Acceptance of Subcontractors (Attachment H)

**ATTACHMENT F**  
**CHEROKEE NATION CONTRACT**  
**SAMPLE ONLY**

**SAMPLE ONLY**

CHEROKEE NATION  
SERVICE AGREEMENT  
PURCHASE ORDER # \_\_\_\_\_

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "NATION"), and \_\_\_\_\_, Federal Identification Number \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as the "CONTRACTOR").

The NATION is a sovereign nation and enjoys the full privileges of a sovereign's immunity from suit, as recognized by Congress and the United States Supreme Court. Execution of this Agreement shall not be construed to be a waiver of sovereign immunity, and neither shall any clause herein be construed to effectuate the consent to suit, as the NATION expressly declines to waive sovereign immunity.

WHEREAS, the NATION wishes to enter into an Agreement with the CONTRACTOR to provide the labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to \_\_\_\_\_, based on bid solicitation, herein referred to as "ATTACHMENT A" and CONTRACTOR'S bid dated \_\_\_\_\_, herein referred to as "ATTACHMENT B", and

WHEREAS, the CONTRACTOR hereby affirms it is an independent contractor in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and further maintains it is qualified, willing, and able to perform the services herein described, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree, and understand as follows, to wit:

TERM: The term of this Agreement shall be from date of last signature through ending date specified in a Notice to Proceed Letter unless canceled or extended in writing by both parties hereto.

NOTICES: All notices required hereunder shall be sent via U.S. Mail, postage paid as follows:

To the NATION: Cherokee Nation  
Procurement Department  
Attention: \_\_\_\_\_  
P.O. Box 948  
Tahlequah, OK 74465

To the CONTRACTOR:

**PERFORMANCE REQUIREMENTS OF THE CONTRACTOR:**

The CONTRACTOR shall provide all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide \_\_\_\_\_ based on bid solicitation, herein referred to as "ATTACHMENT A" and CONTRACTOR'S bid dated \_\_\_\_\_, herein referred to as "ATTACHMENT B", and

**ASSIGNMENT OR NON-ASSIGNMENT PROVISION:**

The NATION and the CONTRACTOR hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.

**TERMINATION OR CANCELLATION CLAUSE:**

In the event the NATION should cancel or terminate the requested work, such cancellation or termination shall be submitted in writing and the NATION shall pay the CONTRACTOR for documented and completed work up to the point of notice of termination or cancellation.

Should the CONTRACTOR be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or should a receiver be appointed because of its insolvency, or should it fail to make reasonable prompt payment to its subcontractors or for materials or labor, disregard laws, ordinances or other governmental regulations, or substantially violate any provisions of this Agreement, the NATION may, upon giving written notice, terminate the CONTRACTOR'S services, and take possession of the premises and all belongings thereon and arrange for the completion of the work. The CONTRACTOR shall be paid only the Agreement's price for work satisfactorily performed prior to the date of termination, and shall not receive such payment until the work is finished. Should the cost of completing the work exceed said unpaid balance, the CONTRACTOR shall pay the NATION the difference, plus any other proper charges or damages resulting from the termination of the CONTRACTOR'S services. The CONTRACTOR, at its cost, shall remove from the site any material designated by the NATION to be removed.

Should the CONTRACTOR wish to terminate or cancel any contracted work, it may do so by informing the NATION of its intent with written notice. The CONTRACTOR agrees to request no further compensation and understands the NATION will make no payment for any work project canceled at the CONTRACTOR'S request.

**MODIFICATIONS:**

No change or modification of the terms and conditions of this Agreement shall be effective unless approved in writing and executed by both parties hereto. Any changes to the design, specifications, or costs of this Agreement proposed by the CONTRACTOR must be approved in writing prior to implementation, by the NATION'S Procurement Department and the designated Cherokee Nation Inspector.

**ASSURANCES:**

The CONTRACTOR, its employees, subcontractors, agents, and representatives shall indemnify, defend, and hold harmless the NATION, its employees, agents, and representatives against all suits, actions, losses, damages, expenses, and liabilities for injury or harm to persons, including employees of the CONTRACTOR and its subcontractors, agents, and representatives, for loss of or damage to the NATION'S or CONTRACTOR'S property, resulting from, arising out of, or in any way connected with the performance of this Agreement.

**STATUS OF THE PARTIES:**

The parties hereto stipulate and agree the CONTRACTOR is an independent contractor, and the NATION is interested only in the results of the CONTRACTOR'S services and shall not control the means or methods by which the CONTRACTOR'S services are rendered. The CONTRACTOR is not eligible for federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible for all federal and state taxes related to payments received from the NATION under the terms of this Agreement.

**CONSIDERATION OR COMPENSATION:**

In consideration for the services provided, the NATION shall compensate the CONTRACTOR in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_). The NATION SHALL process payment within a reasonable time upon receipt of the CONTRACTOR'S properly prepared invoice(s). Any travel incurred under this Agreement shall be included in the CONTRACTOR'S fee and is the responsibility of the CONTRACTOR. The CONTRACTOR shall submit an original invoice, satisfactory release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work and installed materials, and full compliance with all terms and conditions of this Agreement, to the attention of \_\_\_\_\_, Cherokee Nation \_\_\_\_\_, P.O. Box 948, Tahlequah, OK 74465. The CONTRACTOR'S invoice shall include a description of the services provided, date(s), and amount(s). The NATION shall make full payment for completed work within a reasonable time, upon inspection and certification of the work as satisfactorily completed, approval for payment by an authorized Cherokee Nation Inspector, and receipt and approval of the CONTRACTOR'S properly prepared invoice and attached releases in accordance with payment schedule outlined in bid specifications. The NATION and the designated Cherokee Nation Inspector must approve requests for progress payments for construction, renovation, and remodeling projects. The Contractor certifies all sums due to subcontractors, laborers and material suppliers have been paid or will be paid within ten (10) days of receipt of payment by the NATION. This Agreement shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_) without the prior written consent of the Principal Chief, Cherokee Nation or his designee.

**LIENS AND CLAIMS:**

The CONTRACTOR shall pay, or cause to be paid when due, all bills for labor, materials, equipment, or services connected with work performed hereunder, and shall not itself assert any lien or permit any lien to be asserted or maintained against the project. The NATION may, as a condition precedent to any payment hereunder, require the CONTRACTOR to submit satisfactory evidence of payment and release of all such claims. If at any time, there should be evidence of any lien or claim for which the NATION or any of its property might be liable or subject to and which originates with the CONTRACTOR, the NATION shall have the right to retain out of any payment then due or thereafter owed to the CONTRACTOR, an amount sufficient to indemnify the NATION completely against such lien or claim until such time as the CONTRACTOR shall deliver to the NATION a complete release satisfactory to the NATION releasing such claim or claims, lien or liens, or receipts in full.

**DRAWINGS AND SPECIFICATIONS:**

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. In case of conflict or inconsistency between specifications and drawings, or in case of discrepancies,

omissions, and/or errors, the matter shall be submitted immediately to the NATION for determination and the NATION'S determination shall be final. The CONTRACTOR waives any claim to additional compensation in respect of any such discrepancy, error or omission not so submitted to the NATION, and any work affected by such discrepancy, error or omission which is performed by the CONTRACTOR after discovery thereof but prior to the NATION'S determination shall be at the CONTRACTOR'S risk.

#### WORKING CONDITIONS:

All of the CONTRACTOR'S employees engaged in the work hereunder, as well as the CONTRACTOR'S representatives, suppliers, subcontractors, and visitors, shall be subject to the rules and regulations set by the NATION for the safety and orderly and efficient conduct of all operations upon the project site. The CONTRACTOR shall be responsible for all hours worked at premium pay without the NATION'S written authorization.

The CONTRACTOR shall promptly take all precautions which are necessary and adequate against any conditions created during the progress of the CONTRACTOR'S activities hereunder which involve the risk of bodily harm to persons or a risk of damage to any property. The CONTRACTOR shall continuously inspect all work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The CONTRACTOR shall comply with all applicable safety laws, standards, codes, and regulations in the jurisdiction where the work is performed, specifically, but without limiting the generality of the foregoing, and regardless of any exemptions provided by law, with all rules, regulations, and standards adopted pursuant to applicable state and federal safety laws. The CONTRACTOR assumes all liability for its failure to comply with the provisions of this paragraph. The CONTRACTOR shall include this paragraph in its entirety in all subcontracts for any work at the project site.

#### RESPONSIBILITY FOR WORK:

The CONTRACTOR has had the full opportunity to examine the site and data pertaining to this work, determine the scope of work involved, and assumes full responsibility for the performance of the work in a manner adequate to meet the conditions encountered.

The CONTRACTOR shall be responsible for loss of or damage to all materials delivered and work performed until completion and acceptance by the NATION, and upon completion, the work shall be delivered complete and undamaged. Materials furnished by the NATION shall be used by the CONTRACTOR in an economical manner.

The CONTRACTOR shall indemnify, defend, and hold harmless the NATION, its employees, agents, and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, costs, and expenses of whatsoever kind or nature, whether arising before or after the completion of the work and in any manner directly or indirectly caused, claimed to be caused, by reason of any act, omission, fault or negligence, whether active or passive of the CONTRACTOR, or of anyone acting under its direction or control, or on its behalf, in connection with, or incident to the performance of this Agreement.

#### GUARANTEES:

All materials and labor furnished by the CONTRACTOR pursuant to this Agreement shall conform to the specifications, drawings, performance requirements, operating standards, designs and other descriptions contained in this Agreement or furnished to the CONTRACTOR therefore. All materials furnished and all work are to be new and of the best quality of their respective kinds, to be free from faulty design (to the extent said design is not specified by the NATION), workmanship, or materials and to be of sufficient size and capacity of proper material so as to fulfill in all respects the



operating conditions specified. The CONTRACTOR agrees that it will repair or replace, at its expense, all materials, equipment, and construction work furnished or performed by the CONTRACTOR or its subcontractors which fail to conform to the aforesaid guarantee in any respect and which are discovered and communicated to the CONTRACTOR during the progress of the work, and for a period of one (1) year following the completion of the work by the CONTRACTOR and its acceptance by the NATION; provided, however, that if the CONTRACTOR'S field forces are unable to promptly perform the required repair or replacement which becomes necessary, the NATION may, at its option, make the necessary repairs and charge the cost thereof to the CONTRACTOR. The NATION shall not be deemed to have waived any rights by allowing or requiring the CONTRACTOR to cure a breach of warranty by repair or replacement of materials and/or workmanship or by itself repairing or replacing materials and/or workmanship.

#### TAXES AND ASSESSMENTS:

Except to the extent otherwise indicated in this Agreement, the CONTRACTOR accepts liability for the payment of sales taxes on materials purchased by CONTRACTOR for project and any and all assessments for unemployment benefits, or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other enumerations paid to persons employed by the CONTRACTOR on work performed under this Agreement.

#### LAWS AND REGULATIONS:

The parties' performances under this Agreement shall comply with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction and shall pay any fine, penalty, loss, damage, or expense resulting from either party's failure to comply therewith. The CONTRACTOR shall provide all licenses and permits required to perform its obligations under this Agreement, including but not limited to, building permits, contractor's licenses, specialty permits required by law to be issued to the CONTRACTOR, and/or transportation permits. The CONTRACTOR and its subcontractors shall, in addition to the above, comply with the NATION'S job site procedures and regulations.

#### CONFIDENTIALITY:

It is understood that any information submitted by the NATION to the CONTRACTOR in respect of the work hereunder embodies certain proprietary information and is loaned to the CONTRACTOR on a confidential basis. Any information acquired at the site or otherwise relating to processes belonging to the NATION incorporated into the project shall be kept confidential. The CONTRACTOR agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the NATION and will undertake such measures as are necessary to require its employees and subcontractors to maintain complete confidentiality.

#### DISPUTES:

In the event of any dispute which may affect this Agreement, the CONTRACTOR agrees this Agreement shall be governed by the laws of the United States and, where applicable, the laws of the Cherokee Nation.

#### MEDICAL FIRST AID FACILITIES:

The CONTRACTOR shall be responsible for the provision of adequate first aid facilities at the project site for all personnel employed or retained by the CONTRACTOR or any of its subcontractors in the performance of the work.

#### DRUG FREE and TOBACCO FREE WORKPLACE

- a) Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- b) The Nation will consider lack of enforcement or lax enforcement of the statement by the Contractor a default of the contract.
- c) The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d) A copy of the Contractor's Drug Free Workplace statement shall be included with any bid submitted or the Contractor will be deemed to accept and agree to use the statement provided by the Nation.
- e) The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

#### EQUIPMENT, MATERIALS, AND SUPPLIES:

The CONTRACTOR agrees to utilize in the course of its work, only equipment, materials, supplies, and protective equipment to ensure compliance with all applicable federal and state safety laws and established safety requirements of the NATION.

#### INTEGRATION AND WAIVER:

There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver.

The parties further state to their best of the knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance of the duties under this Agreement has any personal interest, direct or indirect, in this Agreement.

#### INSURANCE:

Unless otherwise specified in this Agreement, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the terms of this Agreement, insurance coverage with policies and carriers satisfactory to the NATION. Such policies shall name the NATION as an additional insured, and shall contain an insurer's waiver of subrogation in favor of the NATION. Not less than ten (10) days advance notice will be given in writing to the NATION prior to cancellation, termination, or material alteration of said policies of insurance.

Before beginning the work hereunder and/or within ten (10) days of execution of this Agreement, the CONTRACTOR shall provide an original certificate of insurance naming the NATION as an additional insured. Said certificate of insurance shall demonstrate the CONTRACTOR'S compliance with the provisions of the above paragraph. All subcontractors with written approval from the NATION to perform work under this Agreement must also comply with these requirements.

The CONTRACTOR shall provide an original certificate of insurance naming the NATION as an additional insured. The certificate should contain the following information:

- 1) Type of insurance;
- 2) Policy number;
- 3) Effective date;
- 4) Expiration date;
- 5) Limits of liability (this amount is usually stated in thousands);
- 6) Ten (10) day cancellation clause.

Required coverage:

**AS STATED IN THE REQUEST FOR BID**

**CHEROKEE NATION INDIAN PREFERENCE POLICY**

The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in current Legislative Act which provides for preference to Indians in the awarding of contracts, as well as the Cherokee Nation Acquisition Management Policies and Procedures. All work to be performed under any contract is also subject to Section 7(b) of the Indian Self-Determination Act.

**ADDITIONAL PROVISIONS PER SECTION 7(b):**

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq.*), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

**CONTRACTOR:**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Please print name & title**

**CHEROKEE NATION:**

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**Executive Director**

---

**Date**

---

**Principal Chief or Designee**

---

**Date**

**ATTACHMENT G**  
**REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR**

## REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

TO: \_\_\_\_\_ Date \_\_\_\_\_

Project No. \_\_\_\_\_

\_\_\_\_\_ (Project Name)

\_\_\_\_\_ (Project Location)

In accordance with our prime contract for \_\_\_\_\_ of this project we request acceptance of the following proposed subcontractor to perform work or supply materials as indicated below:

1. \_\_\_\_\_ (Name)

\_\_\_\_\_ (Street address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip code)

2. Scope of work (state kind of work, if for labor, or materials, or both, and give Specification reference):
3. The subcontractor's non-collusive affidavit in the form required by our contract is furnished herewith (original only, attached to the original request).
4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.
5. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of such contractors maintained by the federal government.
6. There will be no assignment of interest in the subcontract except as follow (if none, so state):

1. Terms of payment: Price: \$ \_\_\_\_\_

2. Remarks: \_\_\_\_\_

\_\_\_\_\_  
(Prime Contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

- If a sales agent, identify the manufacturer under "Remarks". If for a subcontract, identify principal subcontractor under "Remarks".

### APPROVAL OR REJECTION

The proposed subcontractor named above is \_\_\_\_\_.

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form of terms of the subcontract, nor the performance of the subcontractor, and this form will not be returned.

If rejected, the reason(s) will be briefly stated herein, and this form will be returned within 10 days after receipt..

\_\_\_\_\_ (Date) \_\_\_\_\_ (Cherokee Nation)

**ATTACHMENT H**  
**ASBESTOS REPORTS**

**CHEROKEE NATION**  
**Environmental Programs**



**Asbestos Sampling Report**

**SITE:** CHEROKEE NATION OLD MOTEL BUILDING

**PREPARED BY:** Logan Girty **DATE:** 12/14/2023  
LOGAN GIRTY, ENVIRONMENTAL SPECIALIST II

**REQUESTED BY:** CHEROKEE NATION PLANNING & DEVELOPMENT



## TABLE OF CONTENTS

- I. SITE INSPECTION/DESCRIPTION
- II. BACKGROUND
- III. FIELD PROCEDURES AND ANALYTICAL METHODS
- IV. SUMMARY OF FINDINGS
- V. CONCLUSIONS

APPENDIX A: LABORATORY RESULTS & CHAIN OF CUSTODY

APPENDIX B: SITE MAP & PICTURES

## I. Site Inspection/Description

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Cherokee Nation Environmental Programs (CNEP) has conducted asbestos sampling for the presence of asbestos containing materials (ACM) for the following site:

Cherokee Nation Old Motel Building  
22210 S Huckleberry Circle, Tahlequah, OK 74464  
Coordinates: 35.8530 / -94.9883

The sampling was performed to determine the presence of all ACM from within the affected parts of the structure for EPA's National Emissions of Hazardous Air Pollutants (NESHAP) compliance as well as OSHA worker protection.

The inspector responsible for this project was:

Logan Girty ODOL, AHERA Inspector, License No: OK401597

The sampling was conducted on November 28, 2023 at the request of the Cherokee Nation Planning & Development Department.

The site is the former two-story motel that has been used as offices. Build date is unknown. Sampling was conducted as a demolition project as requested by the CN Planning & Development department.

**ACM was found at this site.** See Section IV for locations.

## II. BACKGROUND

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The Oklahoma Department of Environmental Quality (ODEQ) has adopted EPA's NESHAP regulation under OAC252:100, 41-15 and has been delegated authority in the state of Oklahoma for its enforcement. Section 61.145(a) of Federal EPA regulation states that prior to commencement of the demolition or renovation of a facility a thorough inspection of the affected part or parts of a facility is required to determine the presence of all asbestos including Category I and Category II non-friable, and friable ACM. ACM is defined by EPA and OSHA as any material that contains greater than 1% asbestos.

## III. FIELD PROCEDURES AND ANALYTICAL METHODS

---

During the on-site inspection, we visually assessed the physical characteristics of suspect asbestos-containing materials (SACM) based on homogeneous areas. Homogeneous areas are areas of asbestos similar in color, texture, and construction, date of application, and in general appearance. For purposes of renovation and demolition, homogeneous areas of SACM can be

further classified according to NESHAPs rules by whether the material is friable, Category I non-friable, or Category II non-friable.

Friable ACM is defined by NESHAPs rules as any material containing more than 1% asbestos as determined by Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.

Category I Non-friable ACM is defined by NESHAPs rules as any asbestos-containing packings, gaskets, construction mastics, resilient floor covering (i.e. floor tiles, roll sheet flooring) or asphalt roofing products that contain more than 1% asbestos as determined by PLM.

Category II Non-friable ACM is defined by NESHAPs rules as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined by PLM, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Typically, non-friable materials, such as transite (cementitious products) and vinyl floor tiles are not regulated by the State of Oklahoma provided they do not become friable. General deterioration, machine grinding, drilling, sanding, and dry-buffing are all ways of causing non-friable materials to become classified as Regulated Asbestos Containing Materials (RACM). All friable materials are classified RACM. Please note that the following materials, even though classified as non-friable are fully regulated by Oklahoma Department of Labor for removal purposes as friable material: ceiling tiles, roll sheet flooring (linoleum), and joint wall compound when deemed friable

In addition to classification of suspect material into friable and non-friable materials, a determination of current condition was conducted as part of the physical assessment. The condition noted is the representative of the material at the time of inspection. Conditions of materials can change very quickly when disturbed. All suspect material was placed in one of the following categories of condition.

Significantly damaged: Material that is damaged, blistered, deteriorated, water stained over at least 10% of its total area.

Damaged: Material that is damaged, blistered, deteriorated, water stained less than 10% of its total area.

Good: Material that has no visible damage or deterioration.

Guidelines used for the number of samples collected per homogeneous area were determined using the Asbestos Hazard Emergency Response Act (AHERA) protocol promulgated in 40 CFR 763, Appendix E as follows:

Surfacing materials – material that is sprayed or troweled on wall, ceilings, or support columns for fireproofing, acoustical, or even decorative purpose.

- Less than 1000 ft<sup>2</sup> – Minimum 3 samples

- From 1000-5000 ft<sup>2</sup> – Minimum 5 samples
- Greater than 5000 ft<sup>2</sup> – Minimum 7 samples

Thermal System Insulation (TSI) materials – thermal system insulation material applied to tanks, boiler, pipes or other structural component for an insulating purpose.

- May omit areas of fibrous glass, foam glass, rubber, and Styrofoam from sampling. Areas that have mastic on seams or outer jacketing will be sampled.
- At least three samples must be collected from each homogeneous area of TSI.
- Plus an additional sample from each patched area of less than 6 linear feet.
- Fittings require a sufficient amount to determine positive or negative nature.
- Inspector will first collect samples from damaged areas, exposed ends, or areas missing jacketing first.

Miscellaneous materials – all other material that are not thermal system insulation or surfacing materials. This includes gaskets, packings, joint wall compound, cementitious asbestos materials, ceiling tiles resilient flooring materials, construction mastics, etc..

- May assume and document as such
- A sufficient amount of samples to determine negative or positive nature. A minimum of one per suspect homogeneous area.
- Collect samples from inconspicuous locations.
- Material such as cementitious asbestos or vibration dampening cloths should not be sampled and will be assumed ACM unless instructed by client to collect these samples.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) in accordance with EPA Methods 600R-93/116. All samples were sent to a NVLAP accredited laboratory for analysis. QuanTEM Laboratories, LLC (NVLAP # 101959-0) in Oklahoma City, OK analyzed the samples. A copy of the full laboratory report and chain of custody can be found in Appendix B.

#### IV. SUMMARY OF FINDINGS

---

A total of 81 samples were analyzed from 26 homogeneous areas due to multi-layers of material within some homogeneous sample areas. All accessible and observable areas within the renovation area were sampled for ACM. Samples were not taken of suspect materials that may have placed the inspector at risk of injury (i.e. electrical panel boxes). Any suspect ACM that have not been tested and/or found positive for asbestos must be assumed ACM until they are analyzed. Upon review of laboratory analysis, the following asbestos containing materials can be found in Table 1. All suspect ACM samples that were analyzed and did not contain asbestos can be found in Table 2.

**Table 1. Asbestos Containing Materials**

Sample #	Material Description	Locations	Friability (Friable, NF Cat I NF Cat II)	Condition	Sample Results (% Asbestos)	Sq. Ft
01-01 thru 01-07	Concrete Wall Texture-White	Throughout- Motel 1 <sup>st</sup> Floor North	NF Cat II	Good	3% Chrysotile	7,680
02-01 thru 02-08	Concrete Ceiling Texture-White	Throughout- Motel 1 <sup>st</sup> Floor North	NF Cat II	Good	5% Chrysotile	3,456
07-01 thru 07-08	Concrete Wall Texture-White	Throughout- Motel 2 <sup>nd</sup> Floor North	NF Cat II	Good	3% Chrysotile	7,680
08-01 Thru 08-08	Concrete Ceiling Texture-White	Throughout- Motel 2 <sup>nd</sup> Floor North	NF Cat II	Good	5% Chrysotile	3,456
12-01	Vinyl Composition Tile-Gray	Breezeway- Motel 2 <sup>nd</sup> Floor North	NF Cat I	Good	4% Chrysotile	Misc.
14-01 thru 14-05	Concrete Wall Texture-White	Throughout- Motel 2 <sup>nd</sup> Floor East	NF Cat II	Good	3% Chrysotile	7,680
15-01 thru 15-08	Concrete Ceiling Texture-White	Throughout- Motel 2 <sup>nd</sup> Floor East	NF Cat II	Good	5% Chrysotile	3,456
19-01 Thru 19-08	Concrete Wall Texture-White	Throughout- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	NF Cat II	Good	3% Chrysotile	7,680
20-01 thru 20-08	Concrete Ceiling Texture-White	Throughout- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	NF Cat II	Good	5% Chrysotile	3,456
24-01	Drywall & Joint Compound-White	Throughout Office- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	Friable	Good	3% Chrysotile	2,000

<b>Table 2. Non – Asbestos Containing Materials</b>				
<b>Sample #</b>	<b>Material Description</b>	<b>Locations</b>	<b>Condition</b>	<b>Sample Results (% Asbestos)</b>
03-01	Carpet Adhesive- Brown	Throughout Offices- Motel 1 <sup>st</sup> Floor North	Good	None Detected
04-01	Floor Tile Adhesive- Tan	Throughout Bath- Motel 1 <sup>st</sup> Floor North	Good	None Detected
05-01	Wall Tile Adhesive- White	Throughout Bath- Motel 1 <sup>st</sup> Floor North	Good	None Detected
06-01	Vinyl Floor Tile Adhesive- Wood Look	Throughout Offices- Motel 1 <sup>st</sup> Floor North	Good	None Detected
09-01	Carpet Adhesive- Brown	Throughout Offices- Motel 2 <sup>nd</sup> Floor North	Good	None Detected
10-01	Floor Tile Adhesive- Tan	Throughout Bath- Motel 2 <sup>nd</sup> Floor North	Good	None Detected
11-01	Wall Tile Adhesive- White	Throughout Bath- Motel 2 <sup>nd</sup> Floor North	Good	None Detected
13-01 thru 13-03	Drywall Texture- White	Throughout Offices- Motel 2 <sup>nd</sup> Floor North	Good	None Detected
16-01	Baseboard Mastic- D. Brown	Throughout Offices- Motel 2 <sup>nd</sup> Floor East	Good	None Detected
17-01	Floor Tile Adhesive- Tan	Bath- Motel 2 <sup>nd</sup> Floor East	Good	None Detected
18-01	Wall Tile Adhesive- White	Bath- Motel 2 <sup>nd</sup> Floor East	Good	None Detected
21-01	Carpet Adhesive- Brown	Throughout Offices- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	Good	None Detected
22-01	Floor Tile Adhesive- Tan	Throughout Bath- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	Good	None Detected
23-01	Wall Tile Adhesive- White	Throughout Bath- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	Good	None Detected
25-01	Vinyl Floor Tile Adhesive- Brown	Throughout Office- Motel 1 <sup>st</sup> & 2 <sup>nd</sup> Floor West	Good	None Detected
26-01	Concrete- Tan/Gray	Motel Foundation	Good	None Detected

## **V. CONCLUSIONS**

Asbestos is not always an immediate hazard. Intact and undisturbed ACM does not pose a health risk. They may, however become a health hazard if they are damaged, disturbed, or deteriorate over time and release fibers into the air. There are no federal, state, or Tribal laws mandating asbestos removal. It is only when the material can no longer be maintained in good condition and/or airborne concentrations of asbestos are measured and found to be above a permissible exposure limit (PEL), or when the building is to be demolished or renovated, that removal may become necessary. Any renovation/demolition work which may impact these positive materials should be conducted in accordance with all applicable Federal, state, and local regulations.

**APPENDIX A.**  
LABORATORY RESULTS  
&  
CHAIN OF CUSTODY



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	01-01	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
002	01-02	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
003	01-03	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
004	01-04	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
005	01-05	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
006	01-06	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
007	01-07	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested.  
 NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763 and EPA/600/R-93/116 methods.  
 This report may not be used to claim product endorsement by NVLAP or any agency of the US Government.  
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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
008	01-08	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
009	02-01	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
010	02-02	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
011	02-03	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
012	02-04	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
013	02-05	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
014	02-06	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
015	02-07	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
016	02-08	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 4	NA	CaCO3 Paint
017	03-01	Layered	Brown Carpet	Asbestos Not Present	Synthetic 90	Binder
017a		Layered	Tan Mastic	Asbestos Not Present	NA	Glue CaCO3
018	04-01	Layered	Tan Ceramic Tile	Asbestos Not Present	NA	Clay Sand
018a		Layered	White Adhesive	Asbestos Not Present	NA	Glue CaCO3

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Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
019	05-01	Layered	White Ceramic Tile	Asbestos Not Present	NA	Clay Sand
019a		Layered	Yellow Adhesive	Asbestos Not Present	NA	Glue
020	06-01	Layered	Brown Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
020a		Layered	Yellow/Green Mastic	Asbestos Not Present	NA	Glue
021	07-01	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
022	07-02	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

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Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
023	07-03	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
024	07-04	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
025	07-05	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
026	07-06	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
027	07-07	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
028	07-08	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
029	08-01	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 4	NA	CaCO3 Paint

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Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non-Fibrous
030	08-02	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
031	08-03	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
032	08-04	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
033	08-05	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
034	08-06	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
035	08-07	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint

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### Polarized Light Microscopy Asbestos Analysis Report

QuantEM Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
036	08-08	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
037	09-01	Layered	Brown Carpet	Asbestos Not Present	Synthetic 90	Binder
037a		Layered	Tan Mastic	Asbestos Not Present	NA	Glue CaCO3
038	10-01	Layered	Tan Ceramic Tile	Asbestos Not Present	NA	Clay Sand
038a		Layered	White Adhesive	Asbestos Not Present	NA	Glue CaCO3
039	11-01	Layered	White Ceramic Tile	Asbestos Not Present	NA	Clay Sand
039a		Layered	Yellow Adhesive	Asbestos Not Present	NA	Glue

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### Polarized Light Microscopy Asbestos Analysis Report

QuantEM Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
040	12-01	Layered	Gray Floor Tile	Asbestos Present Chrysotile 4	NA	CaCO3 Vinyl
040a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
041	13-01	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
042	13-02	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
043	13-03	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
044	14-01	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
045	14-02	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
046	14-03	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
047	14-04	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
048	14-05	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
049	15-01	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Mica Paint
050	15-02	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Mica Paint

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
051	15-03	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Mica Paint
052	15-04	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
053	15-05	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
054	15-06	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
055	15-07	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
056	15-08	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Mica Paint
057	16-01	Layered	Brown Cove Base	Asbestos Not Present	NA	CaCO3 Vinyl

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
057a		Layered	Tan Mastic	Asbestos Not Present	NA	Glue CaCO3
058	17-01	Layered	Tan Ceramic Tile	Asbestos Not Present	NA	Clay Sand
058a		Layered	White Adhesive	Asbestos Not Present	NA	CaCO3 Sand
059	18-01	Layered	White Ceramic Tile	Asbestos Not Present	NA	Clay Sand
059a		Layered	Yellow Adhesive	Asbestos Not Present	NA	Glue
060	19-01	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

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Account Number: C162	Logan Girty
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Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
061	19-02	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
062	19-03	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
063	19-04	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
064	19-05	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
065	19-06	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
066	19-07	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
067	19-08	Homogeneous	White Wall Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

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Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
068	20-01	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
069	20-02	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
070	20-03	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
071	20-04	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
072	20-05	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
073	20-06	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint

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Date Received: 12/04/2023	PO Box 948
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Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
074	20-07	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Mica Paint
075	20-08	Homogeneous	White Ceiling Texture	Asbestos Present Chrysotile 5	NA	CaCO3 Paint
076	21-01	Layered	Brown Carpet	Asbestos Not Present	Synthetic 90	Binder
076a		Layered	Tan Adhesive	Asbestos Not Present	NA	Glue CaCO3
077	22-01	Layered	Tan Ceramic Tile	Asbestos Not Present	NA	Clay Sand
077a		Layered	Tan Adhesive	Asbestos Not Present	NA	Glue CaCO3
078	23-01	Layered	White Ceramic Tile	Asbestos Not Present	NA	Clay Sand

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Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
078a		Layered	Yellow Adhesive	Asbestos Not Present	NA	Glue
079	24-01	Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
079a		Layered	White Joint Compound	Asbestos Present Chrysotile 3	NA	CaCO3
079b		Layered	White Drywall	Asbestos Not Present	Cellulose 25	Gypsum
080	25-01	Layered	Brown Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
080a		Layered	Yellow/Green Mastic	Asbestos Not Present	NA	Glue

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**Polarized Light Microscopy Asbestos Analysis Report**

QuantEM Lab No. 364550	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Old Motel
Analyzed By: Dee Ammerman	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
081	26-01	Layered	Tan Concrete	Asbestos Not Present	NA	Gypsum Sand
081a		Layered	Gray Concrete	Asbestos Not Present	NA	Clay Sand

 <hr/> Dee Ammerman, Laboratory Manager	12/8/2023 <hr/> Date of Report
---	-----------------------------------

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# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

## LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only  
 Lab No. **364550**  
 Accept  Reject

Report Results (  one box )  
 Quantem Website  
 Email [logan-girty@cherokee.org](mailto:logan-girty@cherokee.org)  
 Other \_\_\_\_\_

Project Information  
 Project Name: **CN Old Motel**  
 Project Location: **Tahlequah**  
 Project ID: \_\_\_\_\_  
 P.O. Number: **874586**

Contact Information  
 Company: **Cherokee Nation Environmental Programs** Phone: **(918) 453-6140**  
 Contact: **Logan Girty** Cell Phone: **(918) 772-8346**  
 Account #: **C 162** E-mail: [logan-girty@cherokee.org](mailto:logan-girty@cherokee.org)  
 SAMPLED BY: Name: **Logan Girty** Date: **11/28/2023**

RELINQUISHED BY: *Logan Girty* DATE & TIME: **11/29/2023** VIA: **FedEx** RECEIVED BY: *Ms. Abel* DATE & TIME: **12/1/23 @ 9:40**

REQUESTED SERVICES (Please  the Appropriate Boxes)

PLM	PLM	PLM	TEM	TEM	TEM	TURNAROUND TIME
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air-AHERA	<input type="checkbox"/> Bulk-Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Bulk-Quantitative (weight%) - Charfield	<input type="checkbox"/> Rush	
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air-NIOSH 7402	<input type="checkbox"/> Bulk-Quantitative (weight%) - Charfield	<input type="checkbox"/> Dust-Presence / Absence	<input type="checkbox"/> Same Day	
<input type="checkbox"/> 1000 Point Count	<input type="checkbox"/> PCM	<input type="checkbox"/> Air-ISO 10312	<input type="checkbox"/> Dust-Presence / Absence	<input type="checkbox"/> Dust-Quantitative (fibers/sq.cm) - ASTM D5755	<input type="checkbox"/> 24 - Hour	
<input type="checkbox"/> Gravimetric Preparation	<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> Drinking Water-EPA 100.2	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> 3 - Day	
<input type="checkbox"/> Particle ID		<input type="checkbox"/> Waste Water- EPA 600/4-83-043			<input type="checkbox"/> 5 - Day	

No.	Sample ID (10 Characters Max)	To Be Analyzed	Description	Volume / Area (as applicable)	Comments / Notes
1	01-01	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
2	01-02	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
3	01-03	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
4	01-04	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
5	01-05	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
6	01-06	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
7	01-07	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
8	01-08	<input checked="" type="checkbox"/>	Concrete Wall Texture		Throughout - Motel 1st Floor N
9	02-01	<input checked="" type="checkbox"/>	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
10	02-02	<input checked="" type="checkbox"/>	Concrete Ceiling Texture		Throughout - Motel 1st Floor N

**SATURDAY FEDEX SAMPLE DELIVERY - CALL TO SCHEDULE** • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • **Mark Package "Hold for Saturday Pickup"**  
 Please Note - UPS and USPS are **NOT** available for Saturday Delivery





# ASBESTOS CHAIN OF CUSTODY

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 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only  
 Lab No. **364550**  
 Accept  Reject

Project Information		Project Name: CN Old Motel	Project Location: Tahlequah			
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	02-03	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
12	02-04	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
13	02-05	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
14	02-06	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
15	02-07	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
16	02-08	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 1st Floor N
17	03-01	<input checked="" type="checkbox"/>	Brown	Carpet Adhesive		Offices - Motel 1st Floor N
18	04-01	<input checked="" type="checkbox"/>	Tan	Floor Tile / Adhesive		Bath - Motel 1st Floor N
19	05-01	<input checked="" type="checkbox"/>	White	Wall Tile / Adhesive		Bath - Motel 1st Floor N
20	06-01	<input checked="" type="checkbox"/>	Brown/Wood	Vinyl Floor Tile / Adhesive		Office - Motel 1st Floor N
21	07-01	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
22	07-02	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
23	07-03	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
24	07-04	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
25	07-05	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
26	07-06	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
27	07-07	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
28	07-08	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout - Motel 2nd Floor N
29	08-01	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
30	08-02	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N



# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. <u>364550</u>
Accept <input type="radio"/> Reject <input type="radio"/>

Project Information		Project Name: CN Old Motel	Project Location: Tahlequah		
No.	Sample ID (10 Characters Max)	Color	Description	Volume / Area (as applicable)	Comments / Notes
31	08-03	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
32	08-04	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
33	08-05	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
34	08-06	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
35	08-07	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
36	08-08	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor N
37	09-01	Brown	Carpet Adhesive		Office - Motel 2nd Floor N
38	10-01	Tan	Floor Tile / Adhesive		Bath - Motel 2nd Floor N
39	11-01	White	Wall Tile / Adhesive		Bath - Motel 2nd Floor N
40	12-01	Gray	Vinyl Composition Tile		Breezeway - Motel 2nd Floor N
41	13-01	White	Drywall Texture		Office - Motel 2nd Floor N
42	13-02	White	Drywall Texture		Office - Motel 2nd Floor N
43	13-03	White	Drywall Texture		Office - Motel 2nd Floor N
44	14-01	White	Concrete Wall Texture		Throughout - Motel 2nd Floor E
45	14-02	White	Concrete Wall Texture		Throughout - Motel 2nd Floor E
46	14-03	White	Concrete Wall Texture		Throughout - Motel 2nd Floor E
47	14-04	White	Concrete Wall Texture		Throughout - Motel 2nd Floor E
48	14-05	White	Concrete Wall Texture		Throughout - Motel 2nd Floor E
49	15-01	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E
50	15-02	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E



# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. <b>364550</b>
Accept <input checked="" type="radio"/> Reject <input type="radio"/>

Project Information		Cherokee Nation Environmental Programs		Project Name: CN Old Motel		Project Location: Tahlequah	
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes	
5.1	15-03	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E	
5.2	15-04	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E	
5.3	15-05	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E	
5.4	15-06	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E	
5.5	15-07	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E	
5.6	15-08	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout - Motel 2nd Floor E	
5.7	16-01	<input checked="" type="checkbox"/>	D. Brown	Baseboard / Mastic		Office - Motel 2nd Floor E	
5.8	17-01	<input checked="" type="checkbox"/>	Tan	Floor Tile / Adhesive		Bath - Motel 2nd Floor E	
5.9	18-01	<input checked="" type="checkbox"/>	White	Wall Tile / Adhesive		Bath - Motel 2nd Floor E	
10	19-01	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
11	19-02	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
12	19-03	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
13	19-04	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
14	19-05	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
15	19-06	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
16	19-07	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
17	19-08	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Throughout- Motel 1st & 2nd W	
18	20-01	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W	
19	20-02	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W	
10	20-03	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W	



# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. <u>364550</u>
<input type="radio"/> Accept <input type="radio"/> Reject

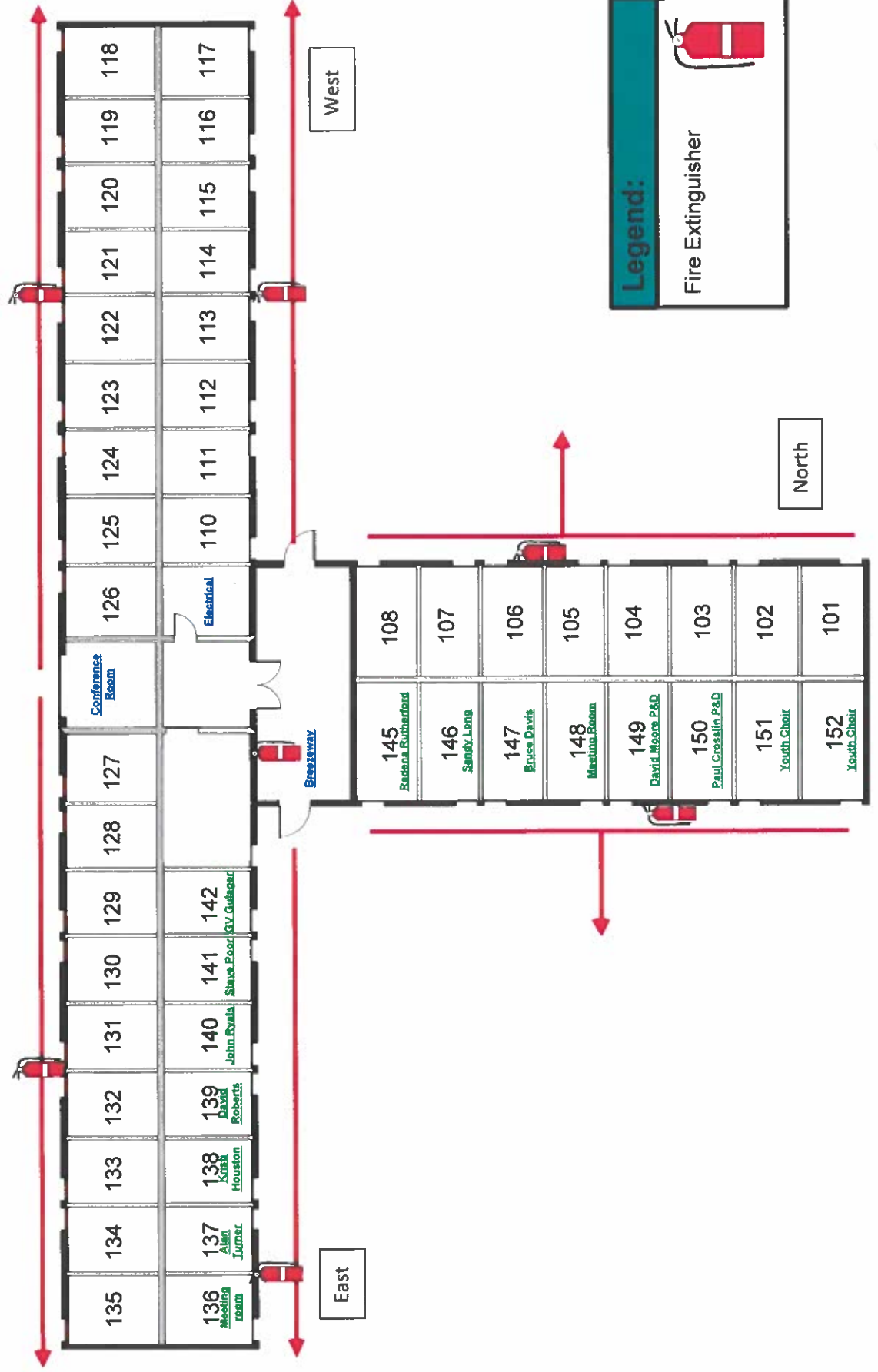
Project Information		Project Name: CN Old Motel	Project Location: Tahlequah			
No.	Sample ID (10 Characters Max)	To Be Analyzed <input checked="" type="checkbox"/>	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	20-04	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W
12	20-05	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W
13	20-06	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W
14	20-07	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W
15	20-08	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Throughout- Motel 1st & 2nd W
16	21-01	<input checked="" type="checkbox"/>	Brown	Carpet / Adhesive		Office - Motel 1st & 2nd W
17	22-01	<input checked="" type="checkbox"/>	Tan	Floor Tile / Adhesive		Bath - Motel 1st & 2nd W
18	23-01	<input checked="" type="checkbox"/>	White	Wall Tile / Adhesive		Bath - Motel 1st & 2nd W
19	24-01	<input checked="" type="checkbox"/>	White	Drywall		Office - Motel 1st & 2nd W
20	25-01	<input checked="" type="checkbox"/>	Brown	Vinyl Floor Tile / Adhesive		Office - Motel 1st & 2nd W
21	26-01	<input checked="" type="checkbox"/>	Tan/Gray	Concrete		Foundation - Motel 1st & 2nd W
22		<input type="checkbox"/>				
23		<input type="checkbox"/>				
24		<input type="checkbox"/>				
25		<input type="checkbox"/>				
26		<input type="checkbox"/>				
27		<input type="checkbox"/>				
28		<input type="checkbox"/>				
29		<input type="checkbox"/>				
30		<input type="checkbox"/>				

## **APPENDIX B.**

SITE MAP  
&  
PICTURES

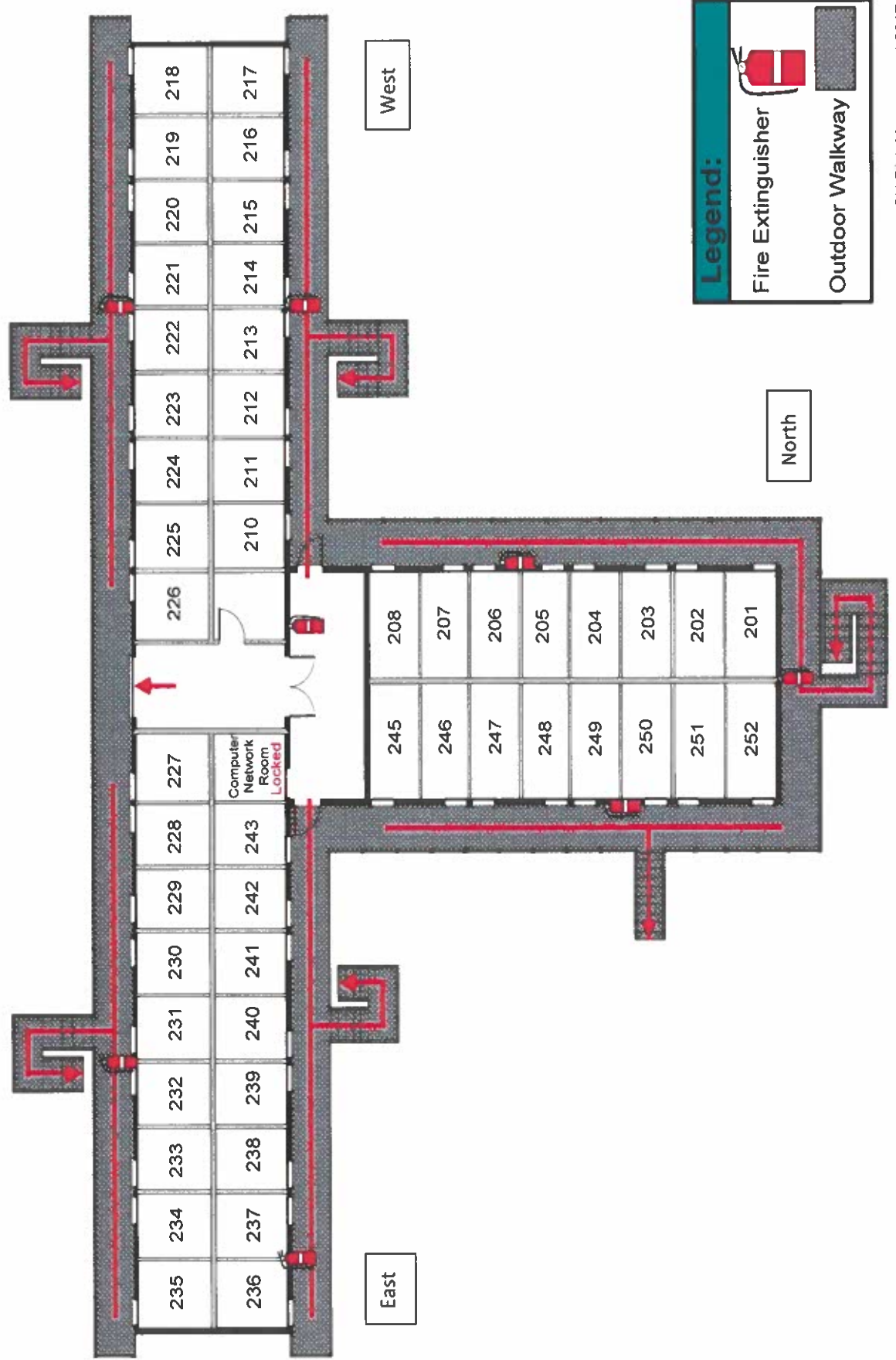


# Cherokee Nation Tsa-La-Gi Office Complex First Floor, Tahlequah, Oklahoma Emergency Evacuation Plan





# Cherokee Nation Tsa-La-Gi Office Complex Second Floor, Tahlequah, Oklahoma Emergency Evacuation Plan





Concrete Wall Texture - Throughout 2nd Floor North



Vinyl Composition Tile - Motel Breezeway



Concrete Ceiling Texture - Throughout 1st Floor North



**CHEROKEE NATION**  
**Environmental Programs**



**Asbestos Sampling Report**

**SITE:** CHEROKEE NATION OLD GIFT SHOP

**PREPARED BY:** *Tyler Moore* **DATE:** 12/13/2023  
TYLER MOORE, ENVIRONMENTAL SPECIALIST I

**REQUESTED BY:** CHEROKEE NATION PLANNING & DEVELOPMENT

## TABLE OF CONTENTS

- I. SITE INSPECTION/DESCRIPTION
- II. BACKGROUND
- III. FIELD PROCEDURES AND ANALYTICAL METHODS
- IV. SUMMARY OF FINDINGS
- V. CONCLUSIONS

APPENDIX A: LABORATORY RESULTS & CHAIN OF CUSTODY

APPENDIX B: SITE MAP

## I. Site Inspection/Description

---

Cherokee Nation Environmental Programs (CNEP) has conducted asbestos sampling for the presence of asbestos containing materials (ACM) for the following site:

Cherokee Nation Gift Shop  
17725 S Muskogee Ave, Tahlequah, OK 74464  
Coordinates: 35.8535/ -94.9881

The sampling was performed to determine the presence of all ACM from within the affected parts of the structure for EPA's National Emissions of Hazardous Air Pollutants (NESHAP) compliance as well as OSHA worker protection.

The inspector responsible for this project was:

Logan Girty ODOL, AHERA Inspector, License No: OK401597  
Tyler Moore ODOL, AHERA Inspector

The sampling was conducted on November 27, 2023 at the request of the Cherokee Nation Planning & Development Department.

The site is a commercial building. Build date is unknown. Sampling was conducted as a demolition project as requested by the Cherokee Nation Planning & Development department.

**ACM was not found at this site.** See Section IV for locations.

## II. BACKGROUND

---

The Oklahoma Department of Environmental Quality (ODEQ) has adopted EPA's NESHAP regulation under OAC252:100, 41-15 and has been delegated authority in the state of Oklahoma for its enforcement. Section 61.145(a) of Federal EPA regulation states that prior to commencement of the demolition or renovation of a facility a thorough inspection of the affected part or parts of a facility is required to determine the presence of all asbestos including Category I and Category II non-friable, and friable ACM. ACM is defined by EPA and OSHA as any material that contains greater than 1% asbestos.

## III. FIELD PROCEDURES AND ANALYTICAL METHODS

---

During the on-site inspection, we visually assessed the physical characteristics of suspect asbestos-containing materials (SACM) based on homogeneous areas. Homogeneous areas are areas of asbestos similar in color, texture, and construction, date of application, and in general appearance. For purposes of renovation and demolition, homogeneous areas of SACM can be further classified according to NESHAPs rules by whether the material is friable, Category I non-friable, or Category II non-friable.

Friable ACM is defined by NESHAPs rules as any material containing more than 1% asbestos as determined by Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.

Category I Non-friable ACM is defined by NESHAPs rules as any asbestos-containing packings, gaskets, construction mastics, resilient floor covering (i.e. floor tiles, roll sheet flooring) or asphalt roofing products that contain more than 1% asbestos as determined by PLM.

Category II Non-friable ACM is defined by NESHAPs rules as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined by PLM, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Typically, non-friable materials, such as transite (cementitious products) and vinyl floor tiles are not regulated by the State of Oklahoma provided they do not become friable. General deterioration, machine grinding, drilling, sanding, and dry-buffing are all ways of causing non-friable materials to become classified as Regulated Asbestos Containing Materials (RACM). All friable materials are classified RACM. Please note that the following materials, even though classified as non-friable are fully regulated by Oklahoma Department of Labor for removal purposes as friable material: ceiling tiles, roll sheet flooring (linoleum), and joint wall compound when deemed friable

In addition to classification of suspect material into friable and non-friable materials, a determination of current condition was conducted as part of the physical assessment. The condition noted is the representative of the material at the time of inspection. Conditions of materials can change very quickly when disturbed. All suspect material was placed in one of the following categories of condition.

Significantly damaged: Material that is damaged, blistered, deteriorated, water stained over at least 10% of its total area.

Damaged: Material that is damaged, blistered, deteriorated, water stained less than 10% of its total area.

Good: Material that has no visible damage or deterioration.

Guidelines used for the number of samples collected per homogeneous area were determined using the Asbestos Hazard Emergency Response Act (AHERA) protocol promulgated in 40 CFR 763, Appendix E as follows:

Surfacing materials – material that is sprayed or troweled on wall, ceilings, or support columns for fireproofing, acoustical, or even decorative purpose.

- Less than 1000 ft<sup>2</sup> – Minimum 3 samples
- From 1000-5000 ft<sup>2</sup> – Minimum 5 samples
- Greater than 5000 ft<sup>2</sup> – Minimum 7 samples

Thermal System Insulation (TSI) materials – thermal system insulation material applied to tanks, boiler, pipes or other structural component for an insulating purpose.

- May omit areas of fibrous glass, foam glass, rubber, and Styrofoam from sampling. Areas that have mastic on seams or outer jacketing will be sampled.
- At least three samples must be collected from each homogeneous area of TSI.
- Plus an additional sample from each patched area of less than 6 linear feet.
- Fittings require a sufficient amount to determine positive or negative nature.
- Inspector will first collect samples from damaged areas, exposed ends, or areas missing jacketing first.

Miscellaneous materials – all other material that are not thermal system insulation or surfacing materials. This includes gaskets, packings, joint wall compound, cementitious asbestos materials, ceiling tiles resilient flooring materials, construction mastics, etc..

- May assume and document as such
- A sufficient amount of samples to determine negative or positive nature. A minimum of one per suspect homogeneous area.
- Collect samples from inconspicuous locations.
- Material such as cementitious asbestos or vibration dampening cloths should not be sampled and will be assumed ACM unless instructed by client to collect these samples.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) in accordance with EPA Methods 600R-93/116. All samples were sent to a NVLAP accredited laboratory for analysis. QuanTEM Laboratories, LLC (NVLAP # 101959-0) in Oklahoma City, OK analyzed the samples. A copy of the full laboratory report and chain of custody can be found in Appendix B.

#### IV. SUMMARY OF FINDINGS

---

A total of 9 samples were analyzed from 5 homogeneous areas due to multi-layers of material within some homogeneous sample areas. Photographs of all ACM can be found in Appendix C. All accessible and observable areas within the renovation area were sampled for ACM. Samples were not taken of suspect materials that may have placed the inspector at risk of injury (i.e. electrical panel boxes). Any suspect ACM that have not been tested and/or found positive for asbestos must be assumed ACM until they are analyzed. Upon review of laboratory analysis, the following asbestos containing materials can be found in Table 1. All suspect ACM samples that were analyzed and did not contain asbestos can be found in Table 2.

<b>Table 1. Asbestos Containing Materials</b>
---

Sample #	Material Description	Locations	Friability (Friable, NF Cat I NF Cat II)	Condition	Sample Results (% Asbestos)

**Table 2. Non – Asbestos Containing Materials**

Sample #	Material Description	Locations	Condition	Sample Results (% Asbestos)
01-01	Drywall Texture	Gift Shop	Good	None Detected
01-02	Drywall Texture	Gift Shop	Good	None Detected
01-03	Drywall Texture	Gift Shop	Good	Not Analyzed
01-04	Drywall Texture	Gift Shop	Good	None Detected
01-05	Drywall Texture	Gift Shop	Good	None Detected
02-01	Floor Mastic	Gift Shop	Good	None Detected
03-01	Floor Mastic	Gift Shop Storage Room	Good	None Detected
04-01	Drywall	Gift Shop Storage Room	Good	None Detected
05-01	Formica Mastic	Gift Shop	Good	None Detected

## V. CONCLUSIONS

Asbestos is not always an immediate hazard. Intact and undisturbed ACM does not pose a health risk. They may, however become a health hazard if they are damaged, disturbed, or deteriorate over time and release fibers into the air. There are no federal, state, or Tribal laws mandating asbestos removal. It is only when the material can no longer be maintained in good condition and/or airborne concentrations of asbestos are measured and found to be above a permissible exposure limit (PEL), or when the building is to be demolished or renovated, that removal may become necessary. Any renovation/demolition work which may impact these positive materials should be conducted in accordance with all applicable Federal, state, and local regulations.

**APPENDIX A.**

LABORATORY RESULTS  
&  
CHAIN OF CUSTODY



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364561	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/06/2023	Project: Cherokee Nation Gift Shop
Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	01-01	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
002	01-02	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
002a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
003	01-03	**	** **	**	Not Analyzed	
No Sample in Container						
004	01-04	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
004a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
005	01-05	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.





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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364561	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/06/2023	Project: Cherokee Nation Gift Shop
Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
006	02-01	Layered	Gray Carpet	Asbestos Not Present	Synthetic 90	Binder
006a		Layered	Brown Mastic	Asbestos Not Present	NA	Glue Binder
007	03-01	Layered	Gray Carpet	Asbestos Not Present	Synthetic 90	Binder
007a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
008	04-01	Homogeneous	White Drywall	Asbestos Not Present	Cellulose Glass Fiber 10 2	Gypsum Paint
009	05-01	Layered	Tan Formica	Asbestos Not Present	Cellulose 80	Binder

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.



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**Polarized Light Microscopy Asbestos Analysis Report**

Quantem Lab No. 364561	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Courtney Holman	Tahlequah, OK 74464
Date Analyzed: 12/06/2023	Project: Cherokee Nation Gift Shop
Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
009a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue

*Cassie Sanborn*

\_\_\_\_\_  
Cassie Sanborn, Laboratory Analyst

12/6/2023

\_\_\_\_\_  
Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.



# ASBESTOS CHAIN OF CUSTODY

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 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

## LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only  
 Lab No. 364561  
 Accept  Reject

Report Results (  one box )  
 Quantem Website  
 Email logan-girty@cherokee.org  
 Other \_\_\_\_\_

Contact Information		Project Information	
Company: Cherokee Nation Environmental Programs	Phone: (918) 453-6140	Project Name: Cherokee Nation Gift Shop	
Contact: Logan Girty	Cell Phone: (918) 772-8346	Project Location: Tahlequah	
Account #: C 162	E-mail: <u>logan-girty@cherokee.org</u>	Project ID:	
SAMPLED BY: <u>Logan Girty</u>	Date: 11/27/2023	P.O. Number: <u>874586</u>	

RELINQUISHED BY	VIA	RECEIVED BY	DATE & TIME
<u>Logan Girty</u>	FedEx	<u>[Signature]</u>	11/30/2023 5pm
			12/23 @ 9:40

REQUESTED SERVICES (Please  the Appropriate Boxes)

	PLM		TEM		TEM		TURNAROUND TIME	
	Bulk Analysis (EPA 600/R-93/116)	400 Point Count	Air- AHRA	Air- NIOSH 7402	Bulk- Presence / Absence EPA600/R-93/116	Bulk- Quantitative (weigh%) - Charfield	Rush	Same Day
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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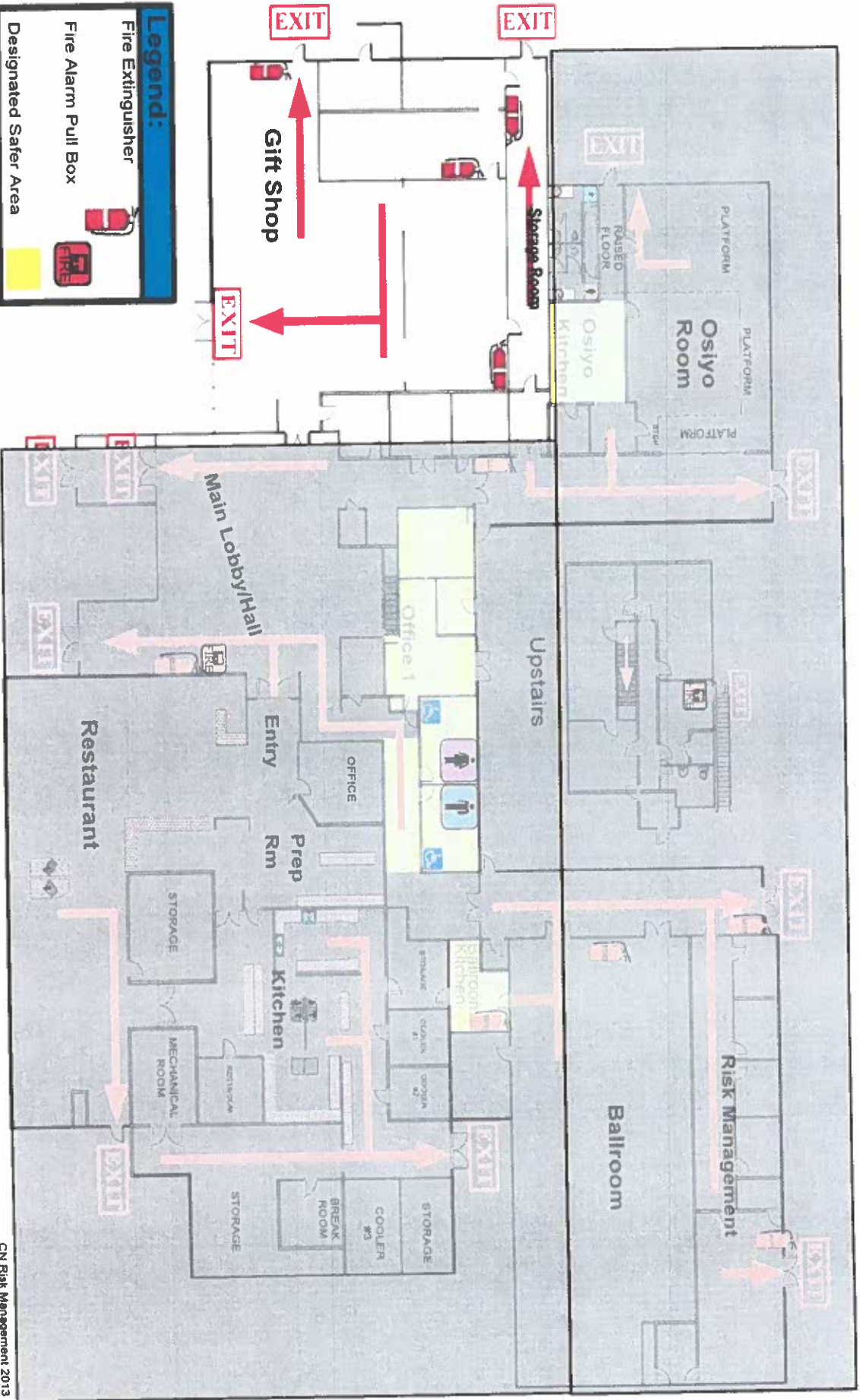
No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	01-01	<input checked="" type="checkbox"/>	White	Drywall Texture		Gift Shop
2	01-02	<input checked="" type="checkbox"/>	White	Drywall Texture		Gift Shop
3	01-03	<input checked="" type="checkbox"/>	White	Drywall Texture		Gift Shop
4	01-04	<input checked="" type="checkbox"/>	White	Drywall Texture		Gift Shop
5	01-05	<input checked="" type="checkbox"/>	White	Drywall Texture		Gift Shop
6	02-01	<input checked="" type="checkbox"/>	Gray	Floor-Mastic		Gift Shop
7	03-01	<input checked="" type="checkbox"/>	Gray	Floor-Mastic		Storage Room
8	04-01	<input checked="" type="checkbox"/>	White	Drywall		Storage Room
9	05-01	<input checked="" type="checkbox"/>	Tan	Formica / Mastic		Gift Shop
10		<input type="checkbox"/>				

SATURDAY FEDEX SAMPLE DELIVERY - CALL TO SCHEDULE • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • Mark Package "Hold for Saturday Pickup"  
 Please Note - UPS and USPS are NOT available for Saturday Delivery

## **APPENDIX B.**

### **SITE MAP**

# Cherokee Nation Restaurant/Gift Shop, Tahlequah Oklahoma Emergency Evacuation Plan



**CHEROKEE NATION  
Environmental Programs**



**Asbestos Sampling Report**

**SITE:** CHEROKEE NATION RESTAURANT, BALL ROOM, OSIYO ROOM & OFFICES

**PREPARED BY:** Logan Girty **DATE:** 12/15/2023  
LOGAN GIRTY, ENVIRONMENTAL SPECIALIST II

**REQUESTED BY:** CHEROKEE NATION PLANNING & DEVELOPMENT

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- I. SITE INSPECTION/DESCRIPTION
- II. BACKGROUND
- III. FIELD PROCEDURES AND ANALYTICAL METHODS
- IV. SUMMARY OF FINDINGS
- V. CONCLUSIONS

APPENDIX A: LABORATORY RESULTS & CHAIN OF CUSTODY

APPENDIX B: SITE MAP & PICTURES

## I. Site Inspection/Description

---

Cherokee Nation Environmental Programs (CNEP) has conducted asbestos sampling for the presence of asbestos containing materials (ACM) for the following site:

Cherokee Nation Restaurant, Ball Room, Osiyo Room & other offices  
17723 S Muskogee Ave, Tahlequah, OK 74464  
Coordinates: 35.8536 / -94.9884

The sampling was performed to determine the presence of all ACM from within the affected parts of the structure for EPA's National Emissions of Hazardous Air Pollutants (NESHAP) compliance as well as OSHA worker protection.

The inspector responsible for this project was:

Logan Girty ODOL, AHERA Inspector, License No: OK401597

The sampling was conducted on November 27, 2023 at the request of the Cherokee Nation Planning & Development Department.

The site is the former CN Restaurant, Ball Room, Osiyo Rm building that contains offices as well. Build date is unknown. Sampling was conducted as a demolition project as requested by the CN Planning & Development department.

**ACM was found at this site.** See Section IV for locations.

## II. BACKGROUND

---

The Oklahoma Department of Environmental Quality (ODEQ) has adopted EPA's NESHAP regulation under OAC252:100, 41-15 and has been delegated authority in the state of Oklahoma for its enforcement. Section 61.145(a) of Federal EPA regulation states that prior to commencement of the demolition or renovation of a facility a thorough inspection of the affected part or parts of a facility is required to determine the presence of all asbestos including Category I and Category II non-friable, and friable ACM. ACM is defined by EPA and OSHA as any material that contains greater than 1% asbestos.

## III. FIELD PROCEDURES AND ANALYTICAL METHODS

---

During the on-site inspection, we visually assessed the physical characteristics of suspect asbestos-containing materials (SACM) based on homogeneous areas. Homogeneous areas are areas of asbestos similar in color, texture, and construction, date of application, and in general appearance. For purposes of renovation and demolition, homogeneous areas of SACM can be



further classified according to NESHAPs rules by whether the material is friable, Category I non-friable, or Category II non-friable.

Friable ACM is defined by NESHAPs rules as any material containing more than 1% asbestos as determined by Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.

Category I Non-friable ACM is defined by NESHAPs rules as any asbestos-containing packings, gaskets, construction mastics, resilient floor covering (i.e. floor tiles, roll sheet flooring) or asphalt roofing products that contain more than 1% asbestos as determined by PLM.

Category II Non-friable ACM is defined by NESHAPs rules as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined by PLM, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Typically, non-friable materials, such as transite (cementitious products) and vinyl floor tiles are not regulated by the State of Oklahoma provided they do not become friable. General deterioration, machine grinding, drilling, sanding, and dry-buffing are all ways of causing non-friable materials to become classified as Regulated Asbestos Containing Materials (RACM). All friable materials are classified RACM. Please note that the following materials, even though classified as non-friable are fully regulated by Oklahoma Department of Labor for removal purposes as friable material: ceiling tiles, roll sheet flooring (linoleum), and joint wall compound when deemed friable

In addition to classification of suspect material into friable and non-friable materials, a determination of current condition was conducted as part of the physical assessment. The condition noted is the representative of the material at the time of inspection. Conditions of materials can change very quickly when disturbed. All suspect material was placed in one of the following categories of condition.

Significantly damaged: Material that is damaged, blistered, deteriorated, water stained over at least 10% of its total area.

Damaged: Material that is damaged, blistered, deteriorated, water stained less than 10% of its total area.

Good: Material that has no visible damage or deterioration.

Guidelines used for the number of samples collected per homogeneous area were determined using the Asbestos Hazard Emergency Response Act (AHERA) protocol promulgated in 40 CFR 763, Appendix E as follows:

Surfacing materials – material that is sprayed or troweled on wall, ceilings, or support columns for fireproofing, acoustical, or even decorative purpose.

- Less than 1000 ft<sup>2</sup> – Minimum 3 samples

- From 1000-5000 ft<sup>2</sup> – Minimum 5 samples
- Greater than 5000 ft<sup>2</sup> – Minimum 7 samples

Thermal System Insulation (TSI) materials – thermal system insulation material applied to tanks, boiler, pipes or other structural component for an insulating purpose.

- May omit areas of fibrous glass, foam glass, rubber, and Styrofoam from sampling. Areas that have mastic on seams or outer jacketing will be sampled.
- At least three samples must be collected from each homogeneous area of TSI.
- Plus an additional sample from each patched area of less than 6 linear feet.
- Fittings require a sufficient amount to determine positive or negative nature.
- Inspector will first collect samples from damaged areas, exposed ends, or areas missing jacketing first.

Miscellaneous materials – all other material that are not thermal system insulation or surfacing materials. This includes gaskets, packings, joint wall compound, cementitious asbestos materials, ceiling tiles resilient flooring materials, construction mastics, etc..

- May assume and document as such
- A sufficient amount of samples to determine negative or positive nature. A minimum of one per suspect homogeneous area.
- Collect samples from inconspicuous locations.
- Material such as cementitious asbestos or vibration dampening cloths should not be sampled and will be assumed ACM unless instructed by client to collect these samples.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) in accordance with EPA Methods 600R-93/116. All samples were sent to a NVLAP accredited laboratory for analysis. QuanTEM Laboratories, LLC (NVLAP # 101959-0) in Oklahoma City, OK analyzed the samples. A copy of the full laboratory report and chain of custody can be found in Appendix B.

#### **IV. SUMMARY OF FINDINGS**

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A total of 92 samples were analyzed from 62 homogeneous areas due to multi-layers of material within some homogeneous sample areas. All accessible and observable areas within the renovation area were sampled for ACM. Samples were not taken of suspect materials that may have placed the inspector at risk of injury (i.e. electrical panel boxes). Any suspect ACM that have not been tested and/or found positive for asbestos must be assumed ACM until they are analyzed. Upon review of laboratory analysis, the following asbestos containing materials can be found in Table 1. All suspect ACM samples that were analyzed and did not contain asbestos can be found in Table 2.

Table 1. Asbestos Containing Materials						
Sample #	Material Description	Locations	Friability (Friable, NF Cat I NF Cat II)	Condition	Sample Results (% Asbestos)	Approx. Sq. Ft
02-01 Thru 02-07	Drywall Texture (white)	Main Lobby/Hall	Friable	Good	3% Chrysotile	7,500
17-01 Thru 17-05	Drywall Texture (gray)	Ballroom Hallway	Friable	Good	3% Chrysotile	5,000
22-01 Thru 22-05	Drywall Texture (white)	Ballroom Throughout	Friable	Good	3% Chrysotile	3,000
26-01 Thru 26-03	Drywall Texture (white)	Office 1 Throughout	Friable	Good	3% Chrysotile	350
27-01 Thru 27-05	Drywall Texture (white)	2 <sup>nd</sup> Floor Throughout	Friable	Good	3% Chrysotile	2,500
31-01 Thru 31-05	Popcorn Ceiling Texture (white)	Restaurant Dining Throughout	Friable	Good	3% Chrysotile	2,000
40-01	Roll Sheet Shingle (blk/white)	Roof	NF Cat I	Good	8% Chrysotile	Misc.
41-01	Roof Mastic	Roof (rubberized joints)	NF Cat I	Good	10% Chrysotile	Misc.
42-01	Vent Mastic (black)	Roof (around all units & pipes)	NF Cat I	Good	5% Chrysotile	Misc.
47-01 Thru 47-03	Popcorn Ceiling Texture (white)	Osiyo Men's & Women's Bathrooms	Friable	Good	3% Chrysotile	450
62-01 Thru 62-05	Concrete Wall Texture (white-exterior wall)	Risk Mgmt Offices	NF Cat II	Good	3% Chrysotile	600

**Table 2. Non – Asbestos Containing Materials**

Sample #	Material Description	Locations	Condition	Sample Results (% Asbestos)
01-01	Ceiling Tile	Main Lobby/Hall	Good	None Detected
03-01	Concrete Floor	Main Lobby/Hall	Good	None Detected
04-01	Mortar	Main Lobby/Hall	Good	None Detected
05-01	Shoe Moulding	Main Lobby/Hall	Good	None Detected
06-01	Vinyl Floor Tile Mastic	Main Lobby/Hall	Good	None Detected
07-01	Floor Tile Mastic (white)	Women's Bath	Good	None Detected
08-01	Floor Tile Mastic (blue)	Women's Bath	Good	None Detected
09-01	Wall Tile Mastic (white)	Women's Bath	Good	None Detected
10-01	Wall Tile Mastic (maroon)	Women's Bath	Good	None Detected
11-01	Formica Adhesive (maroon)	Women's Bath	Good	None Detected
12-01	Caulking	Women's Bath	Good	None Detected
13-01	Ceiling Tile	Women's Bath	Good	None Detected
14-01	Wall Tile (blue)	Men's Bath	Good	None Detected
15-01 Thru 15-03	Drywall Ceiling Texture	Men's Bath	Good	None Detected
16-01	Formica Adhesive (blue)	Men's Bath	Good	None Detected
18-01	Vinyl Floor Tile (tan)	Ballroom	Good	None Detected
19-01	Ceiling Tile	Ballroom Hallway	Good	None Detected
20-01 Thru 20-03	Drywall Ceiling Texture	Ballroom Kitchen	Good	None Detected
21-01	Formica Countertop (tan)	Ballroom Kitchen	Good	None Detected
23-01 Thru 23-03	Drywall Texture (white)	Ballroom SW Wall	Good	None Detected
24-01	Floor Tile Mastic	Office 1	Good	None Detected
25-01	Carpet Adhesive	Office 1	Good	None Detected

28-01	Vinyl Floor Tile Mastic	2 <sup>nd</sup> Floor Throughout	Good	None Detected
29-01	Floor Tile Mastic (red/brown)	Restaurant Entry	Good	None Detected
30-01 Thru 30-03	Concrete Ceiling Texture	Restaurant Entry	Good	None Detected
32-01	Drywall	Restaurant Throughout	Good	None Detected
33-01	Vinyl Floor Tile Adhesive	Restaurant Dining Area	Good	None Detected
34-01	Carpet Adhesive	Restaurant Office	Good	None Detected
35-01	Formica Adhesive	Restaurant Office	Good	None Detected
36-01	Formica Adhesive	Rest. Kitchen Prep Room	Good	None Detected
37-01	Wall Tile	Restaurant Kitchen Throughout	Good	None Detected
38-01	Drywall Ceiling	Restaurant Kitchen Throughout	Good	None Detected
39-01	12x12 Floor Tile	Restaurant Kitchen Throughout	Good	None Detected
43-01	Carpet Mastic (blue)	Osiyo Room	Good	None Detected
44-01	Carpet Wall Mastic (gray)	Osiyo Room	Good	None Detected
45-01	Carpet Wall Mastic (blue)	Osiyo Room	Good	None Detected
46-01	Formica Countertop Mastic	Osiyo Room Kitchen	Good	None Detected
60-01 Thru 60-03	Drywall Texture (orange peel)	Risk Mgmt Offices	Good	None Detected
61-01 Thru 61-03	Drywall Texture (heavy)	Risk Mgmt Offices	Good	None Detected

## V. CONCLUSIONS

Asbestos is not always an immediate hazard. Intact and undisturbed ACM does not pose a health risk. They may, however become a health hazard if they are damaged, disturbed, or deteriorate over time and release fibers into the air. There are no federal, state, or Tribal laws mandating asbestos removal. It is only when the material can no longer be maintained in good condition and/or airborne concentrations of asbestos are measured and found to be above a permissible exposure limit (PEL), or when the building is to be demolished or renovated, that removal may become necessary. Any renovation/demolition work which may impact these positive materials should be conducted in accordance with all applicable Federal, state, and local regulations.

**APPENDIX A.**  
LABORATORY RESULTS  
&  
CHAIN OF CUSTODY



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 364547	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Baylie Longstreth	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Restaurant/Ball Rm/Osiyo Rm/Offices
Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	01-01	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite
002	02-01	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
002a		Layered	Tan Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
002b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
003	02-02	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
003a		Layered	Tan Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
004	02-03	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
004a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
005	02-04	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
006	02-05	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
006a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
007	02-06	Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
007a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
008	02-07	Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
008a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
009	03-01	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
010	04-01	Homogeneous	Gray Mortar	Asbestos Not Present	NA	CaCO3 Sand
011	05-01	Layered	Black Cove Base	Asbestos Not Present	NA	CaCO3 Vinyl
011a		Layered	Tan Mastic	Asbestos Not Present	NA	Glue CaCO3
012	06-01	Layered	Brown Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
012a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
013	07-01	Homogeneous	White Floor Tile	Asbestos Not Present	NA	Clay Sand
014	08-01	Layered	Blue Floor Tile	Asbestos Not Present	NA	Clay Sand
014a		Layered	Gray Grout	Asbestos Not Present	NA	CaCO3 Sand
015	09-01	Homogeneous	White Wall Tile	Asbestos Not Present	NA	Clay Sand
016	10-01	Layered	Maroon Wall Tile	Asbestos Not Present	NA	Clay Sand

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QuanTEM Lab No. 364547	Client: Cherokee Nation Environmental Programs
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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
016a		Layered	White Mastic	Asbestos Not Present	NA	Glue CaCO3
017	11-01	Layered	Maroon Formica	Asbestos Not Present	Cellulose 80	Binder
017a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
018	12-01	Homogeneous	White Caulk	Asbestos Not Present	NA	CaCO3 Binder
019	13-01	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose Glass Fiber 10 2	Gypsum Paint
020	14-01	Homogeneous	Blue Wall Tile	Asbestos Not Present	NA	Clay Sand
021	15-01	Layered	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Paint

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
021a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
022	15-02	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Paint
023	15-03	Layered	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Paint
023a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
024	16-01	Layered	Blue Formica	Asbestos Not Present	Cellulose 80	Binder
024a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
025	17-01	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
026	17-02	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
027	17-03	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
028	17-04	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
029	17-05	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
029a		Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
029b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
030	18-01	Layered	Tan Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
030a		Layered	Tan Mastic	Asbestos Not Present	NA	Glue
031	19-01	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose Glass Fiber	50 30 Perlite Paint
032	20-01	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
032a		Layered	White Drywall	Asbestos Not Present	Cellulose Glass Fiber	10 5 Gypsum
033	20-02	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
033a		Layered	White Drywall	Asbestos Not Present	Cellulose 10 Glass Fiber 5	Gypsum
034	20-03	Layered	White Texture	Asbestos Not Present	NA	Paint
034a		Layered	White Drywall	Asbestos Not Present	Cellulose 10 Glass Fiber 2	Gypsum
035	21-01	Layered	Tan Formica	Asbestos Not Present	Cellulose 80	Binder
035a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
036	22-01	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
037	22-02	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Gypsum Paint

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Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
038	22-03	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Gypsum Paint
039	22-04	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Gypsum Paint
040	22-05	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
040a		Layered	White Drywall	Asbestos Not Present	Cellulose 10 Glass Fiber 2	Gypsum
041	23-01	Layered	White Texture	Asbestos Not Present	NA	Paint
041a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
042	23-02	Layered	White Texture	Asbestos Not Present	NA	Paint
042a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
043	23-03	Layered	White Texture	Asbestos Not Present	NA	Paint
043a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
044	24-01	Layered	Brown Floor Tile	Asbestos Not Present	NA	Clay Sand
044a		Layered	Brown Grout	Asbestos Not Present	NA	CaCO3 Sand
044b		Layered	White Mastic	Asbestos Not Present	NA	Glue CaCO3

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### Polarized Light Microscopy Asbestos Analysis Report

QuantEM Lab No. 364547	Client: Cherokee Nation Environmental Programs
Account Number: C162	Logan Girty
Date Received: 12/04/2023	PO Box 948
Received By: Baylie Longstreth	Tahlequah, OK 74464
Date Analyzed: 12/08/2023	Project: CN Restaurant/Ball Rm/Osiyo Rm/Offices
Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
045	25-01	Layered	Brown Carpet	Asbestos Not Present	Synthetic 90	Binder
045a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
046	26-01	Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
046a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
047	26-02	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
047a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
048	26-03	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
048a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
049	27-01	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
049a		Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
049b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
050	27-02	Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
050a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
051	27-03	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
051a		Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
051b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
052	27-04	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
052a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
053	27-05	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
053a		Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
053b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
054	28-01	Layered	Tan Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
054a		Layered	Green Mastic	Asbestos Not Present	NA	Glue
055	29-01	Layered	Red Floor Tile	Asbestos Not Present	NA	Clay Sand
055a		Layered	Gray Grout	Asbestos Not Present	NA	CaCO3 Sand
056	30-01	Homogeneous	White Texture	Asbestos Not Present	NA	Sand Paint

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
057	30-02	Homogeneous	White Texture	Asbestos Not Present	NA	Sand Paint
058	30-03	Homogeneous	White Texture	Asbestos Not Present	NA	Sand Paint
059	31-01	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Mica Paint
060	31-02	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Mica Paint
061	31-03	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Mica Paint
062	31-04	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Mica Paint

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
063	31-05	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Mica Paint
064	32-01	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
064a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
065	33-01	Layered	Brown Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
065a		Layered	Yellow Mastic	Asbestos Not Present	NA	Gluc
066	34-01	Layered	Green Carpet	Asbestos Not Present	Synthetic 90	Binder

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
066a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
067	35-01	Layered	Turquoise Formica	Asbestos Not Present	Cellulose 80	Binder
067a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
068	36-01	Layered	Tan Formica	Asbestos Not Present	Cellulose 80	Binder
068a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
069	37-01	Layered	Tan Wall Tile	Asbestos Not Present	NA	Clay Sand
069a		Layered	Tan Caulk	Asbestos Not Present	NA	CaCO3 Binder

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
069b		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
070	38-01	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
071	39-01	Layered	White Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
071a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
072	40-01	Layered	Black/White Shingle	Asbestos Not Present	Synthetic	20 Tar Sand
072a		Layered	Gray Tar	Asbestos Present Chrysotile 8	NA	Tar

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
073	41-01	Homogeneous	Black Roof Mastic	Asbestos Present Chrysotile 10	NA	Tar
074	42-01	Homogeneous	Black Vent Mastic	Asbestos Present Chrysotile 5	Cellulose 10	Tar
075	43-01	Layered	Blue Carpet	Asbestos Not Present	Synthetic 90	Binder
075a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
075b		Layered	Tan Surfacing	Asbestos Not Present	NA	CaCO3 Sand
076	44-01	Layered	Gray Carpet	Asbestos Not Present	Synthetic 100	
076a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
077	45-01	Layered	Blue Carpet	Asbestos Not Present	Synthetic 100	
077a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
078	46-01	Layered	White Formica	Asbestos Not Present	Cellulose 80	Binder
078a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
079	47-01	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Foam
079a		Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

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Date Analyzed: 12/08/2023	Project: CN Restaurant/Ball Rm/Osiyo Rm/Offices
Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
079b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
080	47-02	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Foam Paint
080a		Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint
080b		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
081	47-03	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Foam Paint
081a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
082	60-01	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
082a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
083	60-02	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Paint
084	60-03	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
084a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
085	61-01	Layered	White Texture	Asbestos Not Present	NA	Paint
085a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
086	61-02	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
086a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
087	61-03	Layered	White Texture	Asbestos Not Present	NA	Paint
087a		Layered	White Drywall	Asbestos Not Present	Cellulose 10	Gypsum
088	62-01	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Gypsum Paint
089	62-02	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Gypsum Paint

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Analyzed By: Cassie Sanborn	Project Location: Tahlequah
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
090	62-03	Homogeneous	White Texture	Asbestos Not Present	NA	CaCO3 Gypsum Paint
091	62-04	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Gypsum Paint
092	62-05	Homogeneous	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Gypsum Paint

*Cassie Sanborn*

Cassie Sanborn, Laboratory Analyst

12/11/2023

Date of Report

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# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

## LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only  
 Lab No. 3645547  
 Accept  Reject

<b>Contact Information</b> Company: Cherokee Nation Environmental Programs Contact: Logan Girty Account #: C 162 SAMPLED BY: Name: Logan Girty		<b>Project Information</b> Project Name: CN Restaurant/Ball Rm/Osiyo Rm/Offices Project Location: Tahlequah Project ID: P.O. Number: 874586	
Phone: (918) 453-6140	Cell Phone: (918) 772-8346	E-mail: logan-girty@cherokee.org	Date: 11/27/2023

RELINQUISHED BY <i>Logan Girty</i>	VIA FedEx	RECEIVED BY <i>[Signature]</i>	DATE & TIME 12/1/2023	DATE & TIME 12/4/23 9:30
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### REQUESTED SERVICES (Please check the Appropriate Boxes)

PLM	PLM	TEM	TEM	TURNAROUND TIME
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Artic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air- AHRA	<input type="checkbox"/> Bulk- Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Rush
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air- NIOSH 7402	<input type="checkbox"/> Bulk- Quantitative (weight%) - Chatfield	<input type="checkbox"/> Same Day
<input type="checkbox"/> 1000 Point Count		<input type="checkbox"/> Air- ISO 10312	<input type="checkbox"/> Dust- Presence / Absence	<input type="checkbox"/> 24 - Hour
<input type="checkbox"/> Gravimetric Preparation	<input type="checkbox"/> PCM	<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Dust- Quantitative (fibers/sq.cm) - ASTM D5755	<input checked="" type="checkbox"/> 3 - Day
<input type="checkbox"/> Particle ID	<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> Waste Water- EPA 600/4-83-043	<input type="checkbox"/> Other	<input type="checkbox"/> 5 - Day

No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	01-01	<input checked="" type="checkbox"/>	White	Ceiling Tile		Main Lobby/Hall
2	02-01	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
3	02-02	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
4	02-03	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
5	02-04	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
6	02-05	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
7	02-06	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
8	02-07	<input checked="" type="checkbox"/>	White	Drywall Texture		Main Lobby/Hall
9	03-01	<input checked="" type="checkbox"/>	Gray	Concrete Floor		Main Lobby/Hall
10	04-01	<input checked="" type="checkbox"/>	Gray	Mortar		Main Lobby/Hall

**SATURDAY FEDEX SAMPLE DELIVERY - CALL TO SCHEDULE** • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • **Mark Package "Hold for Saturday Pickup"**  
 Please Note - UPS and USPS are NOT available for Saturday Delivery





# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. <b>364547</b>
<input checked="" type="radio"/> Accept <input type="radio"/> Reject

Project Information						
Company: Cherokee Nation Environmental Programs		Project Name: CN Restaurant/Ball Rm/Osiyo Rm/Offices		Project Location: Tahlequah		
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	05-01	<input checked="" type="checkbox"/>	Black	Shoe Moulding		Main Lobby/Hall
12	06-01	<input checked="" type="checkbox"/>	Brown	Vinyl Floor Tile Mastic		<i>Main Lobby / Hall</i>
13	07-01	<input checked="" type="checkbox"/>	White	Floor Tile Mastic		Women's Bath
14	08-01	<input checked="" type="checkbox"/>	Blue	Floor Tile Mastic		Women's Bath
15	09-01	<input checked="" type="checkbox"/>	White	Wall Tile Mastic		Women's Bath
16	10-01	<input checked="" type="checkbox"/>	Maroon	Wall Tile Mastic		Women's Bath
17	11-01	<input checked="" type="checkbox"/>	Maroon	Formica Adhesive		Women's Bath
18	12-01	<input checked="" type="checkbox"/>	White	Caulking		Women's Bath
19	13-01	<input checked="" type="checkbox"/>	White	Ceiling Tile		Women's Bath
20	14-01	<input checked="" type="checkbox"/>	Blue	Wall Tile		Men's Bath
21	15-01	<input checked="" type="checkbox"/>	White	Drywall Ceiling Texture		Men's Bath
22	15-02	<input checked="" type="checkbox"/>	White	Drywall Ceiling Texture		Men's Bath
23	15-03	<input checked="" type="checkbox"/>	White	Drywall Ceiling Texture		Men's Bath
24	16-01	<input checked="" type="checkbox"/>	Blue	Formica Adhesive		Men's Bath
25	17-01	<input checked="" type="checkbox"/>	Gray	Drywall Texture		Ballroom Hallway
26	17-02	<input checked="" type="checkbox"/>	Gray	Drywall Texture		Ballroom Hallway
27	17-03	<input checked="" type="checkbox"/>	Gray	Drywall Texture		Ballroom Hallway
28	17-04	<input checked="" type="checkbox"/>	Gray	Drywall Texture		Ballroom Hallway
29	17-05	<input checked="" type="checkbox"/>	Gray	Drywall Texture		Ballroom Hallway
30	18-01	<input checked="" type="checkbox"/>	Tan	Vinyl Floor Tile		Ballroom



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<input type="radio"/> Accept <input type="radio"/> Reject

Project Information						
Company: Cherokee Nation Environmental Programs			Project Name: CN Restaurant/Ball Rm/Osiyo Rm/Offices		Project Location: Tahlequah	
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
31	19-01	<input checked="" type="checkbox"/>	White	Ceiling Tile		Ballroom Hallway
32	20-01	<input checked="" type="checkbox"/>	White	Drywall Ceiling Texture		Ballroom Kitchen
33	20-02	<input checked="" type="checkbox"/>	White	Drywall Ceiling Texture		Ballroom Kitchen
34	20-03	<input checked="" type="checkbox"/>	White	Drywall Ceiling Texture		Ballroom Kitchen
35	21-01	<input checked="" type="checkbox"/>	Tan	Formica Countertop		Ballroom Kitchen
36	22-01	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Ballroom
37	22-02	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Ballroom
38	22-03	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Ballroom
39	22-04	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Ballroom
40	22-05	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Ballroom
41	23-01	<input checked="" type="checkbox"/>	White	Drywall Texture		SW Wall Ballroom
42	23-02	<input checked="" type="checkbox"/>	White	Drywall Texture		SW Wall Ballroom
43	23-03	<input checked="" type="checkbox"/>	White	Drywall Texture		SW Wall Ballroom
44	24-01	<input checked="" type="checkbox"/>	Brown	Floor Tile Mastix		Office 1
45	25-01	<input checked="" type="checkbox"/>	Brown	Carpet Adhesive		Office 1
46	26-01	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Office 1
47	26-02	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Office 1
48	26-03	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Office 1
49	27-01	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Upstairs
50	27-02	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Upstairs



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For Lab Use Only
Lab No. <u>364547</u>
Accept <input checked="" type="radio"/> Reject <input type="radio"/>

Project Information						
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
<u>5</u> 1	27-03	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Upstairs
<u>5</u> 2	27-04	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Upstairs
<u>5</u> 3	27-05	<input checked="" type="checkbox"/>	White	Drywall Texture		Throughout Upstairs
<u>5</u> 4	28-01	<input checked="" type="checkbox"/>	Tan	Vinyl Floor Tile Mastic		Throughout Upstairs
<u>5</u> 5	29-01	<input checked="" type="checkbox"/>	Red/Brown	Floor Tile Mastic		Restaurant Entry
<u>5</u> 6	30-01	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Restaurant Entry
<u>5</u> 7	30-02	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Restaurant Entry
<u>5</u> 8	30-03	<input checked="" type="checkbox"/>	White	Concrete Ceiling Texture		Restaurant Entry
<u>5</u> 9	31-01	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Throughout Restaurant
<u>6</u> 0	31-02	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Throughout Restaurant
<u>6</u> 1	31-03	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Throughout Restaurant
<u>6</u> 2	31-04	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Throughout Restaurant
<u>6</u> 3	31-05	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Throughout Restaurant
<u>6</u> 4	32-01	<input checked="" type="checkbox"/>	White	Drywall		Throughout Restaurant
<u>6</u> 5	33-01	<input checked="" type="checkbox"/>	Brown	Vinyl Floor Tile Adhesive		Restaurant Dining Area
<u>6</u> 6	34-01	<input checked="" type="checkbox"/>	Brown/Green	Carpet Adhesive		Restaurant Office
<u>6</u> 7	35-01	<input checked="" type="checkbox"/>	Turquoise	Formica Adhesive		Restaurant Office
<u>6</u> 8	36-01	<input checked="" type="checkbox"/>	Tan/Brown	Formica Adhesive		Restaurant Kitchen Prep Rm
<u>6</u> 9	37-01	<input checked="" type="checkbox"/>	Tan	Wall Tile		Throughout Restaurant Kitchen
<u>7</u> 0	38-01	<input checked="" type="checkbox"/>	White	Drywall Ceiling		Throughout Restaurant Kitchen

Company: Cherokee Nation Environmental Programs | Project Name: CN Restaurant/Ball Rm/Osiyo Rm/Offices | Project Location: Tahlequah



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Lab No. <u>364547</u>
<input checked="" type="radio"/> Accept <input type="radio"/> Reject

Project Information						
Company: Cherokee Nation Environmental Programs		Project Name: CN Restaurant/Ball Rm/Osiyo Rm/Offices		Project Location: Tahlequah		
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
<u>7</u> <u>1</u>	39-01	<input checked="" type="checkbox"/>	White	12x12 Floor Tile		Throughout Restaurant Kitchen
<u>7</u> <u>2</u>	40-01	<input checked="" type="checkbox"/>	Black/White	Roll Sheet Shingle		Roof
<u>7</u> <u>3</u>	41-01	<input checked="" type="checkbox"/>	Black	Roof Mastic		Roof
<u>7</u> <u>4</u>	42-01	<input checked="" type="checkbox"/>	Black	Vent Mastic		Roof
<u>7</u> <u>5</u>	43-01	<input checked="" type="checkbox"/>	Blue	Carpet Mastic		Osiyo Room
<u>7</u> <u>6</u>	44-01	<input checked="" type="checkbox"/>	Gray	Carpet Wall Mastic		Osiyo Room
<u>7</u> <u>7</u>	45-01	<input checked="" type="checkbox"/>	Blue	Carpet Wall Mastic		Osiyo Room
<u>7</u> <u>8</u>	46-01	<input checked="" type="checkbox"/>	White	Formica Countertop Mastic		Osiyo Kitchen
<u>7</u> <u>9</u>	47-01	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Osiyo M&W Bathrooms
<u>8</u> <u>0</u>	47-02	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Osiyo M&W Bathrooms
<u>8</u> <u>1</u>	47-03	<input checked="" type="checkbox"/>	White	Popcorn Ceiling Texture		Osiyo M&W Bathrooms
<u>8</u> <u>2</u>	60-01	<input checked="" type="checkbox"/>	White	Drywall Texture- Orange Peel		Risk Mngmt Offices
<u>8</u> <u>3</u>	60-02	<input checked="" type="checkbox"/>	White	Drywall Texture- Orange Peel		Risk Mngmt Offices
<u>8</u> <u>4</u>	60-03	<input checked="" type="checkbox"/>	White	Drywall Texture- Orange Peel		Risk Mngmt Offices
<u>8</u> <u>5</u>	61-01	<input checked="" type="checkbox"/>	White	Drywall Texture- Heavy OP		Risk Mngmt Offices
<u>8</u> <u>6</u>	61-02	<input checked="" type="checkbox"/>	White	Drywall Texture- Heavy OP		Risk Mngmt Offices
<u>8</u> <u>7</u>	61-03	<input checked="" type="checkbox"/>	White	Drywall Texture- Heavy OP		Risk Mngmt Offices
<u>8</u> <u>8</u>	62-01	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Risk Mngmt Offices
<u>8</u> <u>9</u>	62-02	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Risk Mngmt Offices
<u>9</u> <u>0</u>	62-03	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Risk Mngmt Offices



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Lab No. <u>3164547</u>
<input type="radio"/> Accept <input checked="" type="radio"/> Reject

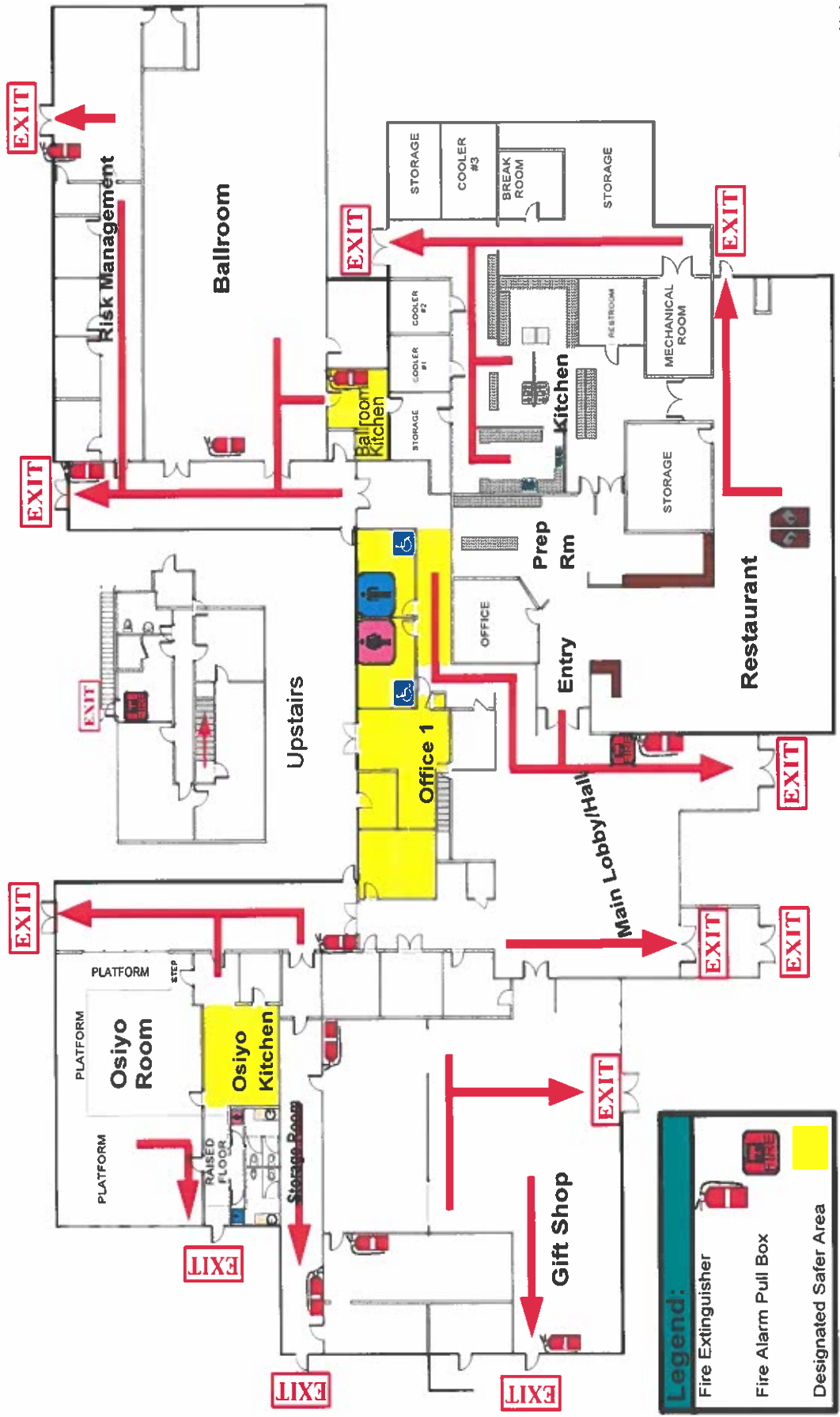
Project Information						
Company: Cherokee Nation Environmental Programs		Project Name: CN Restaurant/Ball Rm/Osiyo Rm/Offices		Project Location: Tahlequah		
No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
<u>91</u>	<u>62-04</u>	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Risk Mngmt Offices
<u>92</u>	<u>62-05</u>	<input checked="" type="checkbox"/>	White	Concrete Wall Texture		Risk Mngmt Offices
<u>__3</u>		<input type="checkbox"/>				
<u>__4</u>		<input type="checkbox"/>				
<u>__5</u>		<input type="checkbox"/>				
<u>__6</u>		<input type="checkbox"/>				
<u>__7</u>		<input type="checkbox"/>				
<u>__8</u>		<input type="checkbox"/>				
<u>__9</u>		<input type="checkbox"/>				
<u>__0</u>		<input type="checkbox"/>				
<u>__1</u>		<input type="checkbox"/>				
<u>__2</u>		<input type="checkbox"/>				
<u>__3</u>		<input type="checkbox"/>				
<u>__4</u>		<input type="checkbox"/>				
<u>__5</u>		<input type="checkbox"/>				
<u>__6</u>		<input type="checkbox"/>				
<u>__7</u>		<input type="checkbox"/>				
<u>__8</u>		<input type="checkbox"/>				
<u>__9</u>		<input type="checkbox"/>				
<u>__0</u>		<input type="checkbox"/>				

## **APPENDIX B.**

SITE MAP  
&  
PICTURES



# Cherokee Nation Restaurant/Gift Shop, Tahlequah Oklahoma Emergency Evacuation Plan



**Legend:**

- Fire Extinguisher
- Fire Alarm Pull Box
- Designated Safer Area



Drywall Texture  
2nd Floor Throughout



Concrete Wall Texture Risk  
Management (ext. wall)



Popcorn Ceiling Texture  
Restaurant Dining Throughout