

INVITATION TO BID
Hazardous Materials Abatement and Demolition
Tony's Building Property

Assessor's Map No. 1N 13E 3 BD – Tax Lots 2200 and 2300
401 – 407 East 2nd Street
The Dalles, OR 97058



COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES
313 Court Street
The Dalles, OR 97058

Project No.:	CGURA2023-01
Project Type:	<i>Hazardous Materials Abatement and Demolition</i>
Contract Type:	Public Improvement
Prevailing Wage Rates:	Not Applicable
Bids Due By:	May 16, 2023
Mandatory Site Visit:	April 18, 2023
Project Manager:	Joshua Chandler, Agency Manager jchandler@ci.the-dalles.or.us (541) 296-5481 ext. 1121

March 31, 2023

PROJECT NO. CGURA2023-01

INVITATION TO BID
HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION
TONY'S BUILDING PROPERTY

The Columbia Gateway Urban Renewal Agency (**Agency**) is seeking competitive bids, as authorized by the Agency's Local Contract Review Board (**LCRB**) Rule V(D), from qualified and licensed contractors to perform hazardous materials abatement then demolition of the property known as ***Tony's Building***, an Agency property located at **401 – 407 East 2nd Street in The Dalles, Oregon** (**Property**). Specifically, the Agency is soliciting a contractor to:

1. abate and dispose asbestos-containing materials in and on the Property;
2. demolish the existing structures and foundations, and disposal incidental thereto; and
3. remove and dispose all building materials, demolition debris, accumulated solid waste, and backfilling all excavations and/or foundation pits/voids (this task to be performed following a separate post-demolition archeological assessment).

I. General Submission Requirements

A. Invitation to Bid

1. This solicitation is for the procurement of public improvement contracts by invitation to bid (**Bids**) as set forth in ORS 279C.365 and OAR 137-049-0200 (OAR Chapter 137, Division 49 is the **Model Rule**).
 - a. Consistent with Model Rule 0200(1)(a)(J), a Contract awarded under this solicitation is not a public work subject to ORS 279C.800 to 279C.870 and is not subject to prevailing wage rates laws.
 - b. Consistent with Model Rule 0200(1)(a)(K), the Agency shall not consider any Bid submitted by a bidder who does not have a current, valid certificate of registration issued by the Construction Contractors Board at the time the Bid is made.
 - c. Consistent with Model Rule 0200(1)(a)(L), the Agency shall not award a Contract for asbestos abatement unless the Contractor or its subcontractor is state-certified to perform asbestos abatement under ORS 468A.720.
 - d. The Agency shall deem Bids received from bidders without valid certificates of registration for construction or state-certification for asbestos abatement as nonresponsive and shall reject such Bids as stated in ORS 279C.365(1)(k).
2. The Bids shall not be opened until after the final submission date and hour below. Submissions shall become property of the Agency without obligation. The Agency is not liable for any cost incurred by bidders in the preparation, submission, and presentation of their Bids.

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3. As authorized by OAR 137-049-0310 and Model Rule 0200(1)(a)(E), Bids must be submitted electronically via email to thedallesbids@ci.the-dalles.or.us with the subject line **Hazardous Materials Abatement and Demolition ITB Response** directed to:

Joshua Chandler, Agency Manager
Columbia Gateway Urban Renewal Agency
313 Court Street
The Dalles, OR 97058

4. Bids will be received until and not later than **2:00 p.m. Pacific Prevailing Time on May 16, 2023 (Closing)**. The duty rests with the bidder to ensure the required Bid documents are attached to any email sent to the Agency in response to this solicitation. First-tier subcontractor disclosures must be submitted within two (2) hours of the Closing consistent with **Section I(H)**.
5. To be considered for award, each Bid must include:
 - a. a cover sheet indicating an interest in bidding for demolition and hazardous materials abatement services to be provided to the Agency and reflecting the bidder's intent to comply with all terms, conditions, and specifications set forth in this solicitation, signed by an authorized officer of the bidding firm;
 - b. a signed Bid Form indicating lump sum prices for each Quote Item and unit costs for asbestos and universal waste abatement;
 - c. a signed Bid Security Form pursuant to **Section I(K)**;
 - d. a signed First-Tier Subcontractor Disclosure Form indicating the name of each subcontractor potentially furnishing labor or materials connected with a Contract awarded under this solicitation;
 - e. a signed Certification of Non-Discrimination pursuant to ORS 279A.110(4);
 - f. a copy of any relevant standard agreement used by the bidding firm for potential adoption of any of its specific provisions into the Contract awarded under this solicitation; and
 - g. the specific information to be provided by bidders as set forth in **Section II**.

B. Opening and Review of Solicitation Responses

1. Bids shall be opened immediately after the Closing (**Opening**) in the City of The Dalles City Council Chambers, City Hall, 313 Court Street, The Dalles, OR 97058, when the email account designated for Bid receipt will be accessed. Bid responses will be opened then and there and livestreamed via Zoom Meeting (Direct Link: <https://us06web.zoom.us/j/85802121281?pwd=MUNXQ1dwVzFIMUZnbUdWNDc2WGpQUt09>; Meeting ID: **858 0212 1281**; Passcode: **068006**) accessible on the City's

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website at https://www.thedalles.org/jobs_bids/city_project_bids.php. Once opened, Bids will be filed for public inspection.

2. This solicitation may be reviewed in the City of The Dalles Community Development Department, City Hall, 313 Court Street, The Dalles, OR 97058. The Information for Bidders and other Contract Documents may be found online at https://www.thedalles.org/jobs_bids/city_project_bids.php.

C. Clarifications and Addenda

1. Prospective bidders with questions concerning clarifying a provision of the Bid documents or Opening should direct inquiries to Joshua Chandler, Agency Manager, at (541) 296-5481 ext. 1121, prior to Closing. The Agency's clarification to a bidder, whether orally or in writing, does not change the solicitation document and is not binding on the Agency unless the Agency amends the solicitation document by addendum.
2. The Agency may change a solicitation document only by written addenda. Prospective bidders shall provide written acknowledgement of receipt of all issued addenda with its Bid unless the Agency otherwise specifies in the addenda.
3. The Agency shall notify prospective bidders of addenda by posting a copy of each addendum to the City's website at https://www.thedalles.org/jobs_bids/city_project_bids.php.
4. Unless a different deadline is set forth in the addendum, a prospective bidder may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under Model Rule 0260, whichever date is later.

D. Mandatory Pre-Bid Site Inspection

1. As authorized by Model Rule 0240, the Agency requires all bidders seeking award to attend a pre-Bid site inspection at 401 – 407 East 2nd Street on **April 18, 2023 at 2:00 p.m. Pacific Prevailing Time**.
2. Any statements made by the Agency's representatives at the mandatory pre-Bid site inspection do not change the solicitation document unless the Agency confirms such statements with a written addendum to the solicitation document.

E. Cancellation of Solicitation

1. The Agency may cancel a solicitation for good cause if the Agency finds cancellation is in the public interest. The Agency's reasons for cancellation shall be made part of the solicitation file. The Agency shall provide notice of cancellation consistent with Model Rule 0210(1).

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2. If the Agency cancels a solicitation prior to Opening, the Agency shall delete any received Bids from the email account designated for Bid receipt, unopened. If the Agency rejects all Bids, the Agency shall retain all such Bids as part of the Agency's solicitation file.
3. The Agency is not liable to any bidder for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Bid.

F. Pre-Closing Modification or Withdrawal of Bids

1. A bidder may modify its Bid in writing prior to the Closing. Bidders shall prepare and submit to the Agency any modification to their Bid in the same manner as submitting a Bid under this solicitation. Any modification must include the bidder's statement the modification amends and supersedes the prior Bid. The bidder shall mark the submitted modification as ***Bid Modification – Hazardous Materials Abatement and Demolition (Project No. CGURA2023-01)***.
2. A bidder may withdraw its Bid by written notice submitted on the bidder's letterhead, signed by an authorized representative of the bidder, delivered to the individual and location specified above, and received by the Agency prior to the Closing. The bidder or authorized representative of the bidder may also withdraw its Bid in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the Agency. The bidder shall mark the Written request to withdraw a Bid as ***Bid Withdrawal –Hazardous Materials Abatement and Demolition (Project No. CGURA2023-01)***.
3. The Agency shall include all documents relating to the modification or withdrawal of Bids in the appropriate solicitation file.
4. Any Bid received after closing is late. A bidder's request for withdrawal or modification of a Bid received after closing is late. The Agency will not consider late Bids, withdrawals, or modifications except as permitted in Model Rule 0330 or Model Rule 0370.

G. Receipt, Opening, and Recording of Bids

1. The Agency shall electronically or mechanically time-stamp or hand-mark each Bid and any modification upon receipt. The Agency shall not open the Bid or modification upon receipt, but shall maintain it as confidential and secure until the Opening. If the Agency inadvertently opens a Bid or a modification prior to the Opening, the Agency shall return the Bid or modification to its secure and confidential state until opening. The Agency shall document the resealing for the procurement file (e.g., *Agency inadvertently opened the Bid due to improper identification of the Bid*).
2. The Agency shall publicly open Bids and modifications made to Bids consistent with **Section I(B)**. To the extent practicable, the Agency shall read aloud the name of each bidder, the Bid price(s), and such other information as the Agency considers appropriate.

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3. After Opening, the Agency shall make Bids available for public inspection. The Agency may withhold from disclosure those portions of a Bid the bidder designates as trade secrets or as confidential proprietary data in accordance with applicable law as authorized by ORS 192.501(2), 646.461 through 646.475, and the City's Public Records Policy. Bidders are responsible for identifying such secrets or data and shall separate information designated as confidential from other nonconfidential information at the time of submittal. Prices, makes, models, or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential in any circumstance.

H. First-Tier Subcontractors – Disclosure and Substitution

1. Within two (2) working hours after the Closing, all bidders shall submit to the Agency a disclosure form, attached to this solicitation document and described by ORS 279C.370(2), identifying any first-tier subcontractors furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:
 - a. Five percent (5%) of the total Contract price, but at least \$15,000; or
 - b. \$350,000, regardless of the percentage of the total Contract price.
2. The Agency must reject a Bid if the bidder fails to submit the First-Tier Subcontractor Disclosure Form with the following information, or fails to submit the Form without indicating **NONE**:
 - a. the subcontractor's name;
 - b. the category of work the subcontractor would be performing; and
 - c. the dollar value of the subcontract.
3. Compliance with the disclosure and submittal requirements of ORS 279C.370 and Model Rule 0340 is a matter of responsiveness. Bids submitted by the Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.
4. The Agency shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and Model Rule 0340. The Agency is not required to determine the accuracy or completeness of the information provided on disclosure forms.
5. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Agency shall accept written submissions filed thereunder as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, the Agency does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions.

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I. Bid Security

1. Since the estimated price of a Contract awarded by this solicitation is expected to exceed \$100,000, the Agency requires bidders provide Bid security in the amount of ten (10%) percent of their Bid. The Agency is restricted by Model Rule 0270 to only accept Bid security in the form of a surety bond, irrevocable letter of credit, or cashier's or certified check. Bid security shall be payable to the **Columbia Gateway Urban Renewal Agency** as a guarantee the Bid shall be irrevocable for a period of 60 calendar days, unless otherwise specified by the Agency, after Opening and as liquidated damages should the bidder fail or neglect to furnish the required performance bond and insurance and execute the Contract within 10 calendar days after receiving the Contract from the Agency.

J. Bid Evaluation and Award

1. If awarded, the Agency shall award the Contract to the responsible bidder submitting the lowest responsive Bid; provided, however, and consistent with ORS 279C.375(2)(a), such bidder is not listed by the Construction Contractors Board as disqualified to hold a public improvement contract. The Agency may award by item, groups of items, or the entire Bid, if such award is in the public interest.
2. Bidders are required to demonstrate their ability to perform satisfactorily under a Contract awarded under this solicitation. Before award, the Agency must have information indicating the bidder meets the standards of responsibility set forth in ORS 279C.375(3)(b). Bidders are encouraged to review those standards to ensure any submitted Bid provides sufficiently reasonable information for the Agency to make a responsibility determination.
3. The Agency shall use only objective criteria to evaluate Bids as set forth in this solicitation document. The Agency shall evaluate Bids to determine the responsible bidder offering the lowest responsive Bid. Bidders should include all relevant information to support the Agency's finding the bidder:
 - a. has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
 - b. holds current licenses that businesses or service professionals operating in Oregon must hold in order to undertake or perform the work specified in the Contract;
 - c. is covered by liability insurance and other insurance in amounts the Agency requires for the work specified in the Contract;
 - d. qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
 - e. submitted a complete First-Tier Subcontractor Disclosure Form;

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- f. completed previous contracts of a similar nature with a satisfactory record of performance;
 - g. has a satisfactory record of integrity;
 - h. is legally qualified to contract with the Agency; and
 - i. supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning responsibility the Agency requests, the Agency shall determine the bidder's responsibility based on available information or may find the bidder is not responsible.
4. Consistent with Model Rule 0200(1)(a)(i), each bidder under this solicitation must identify whether the bidder is a *resident bidder* as defined in ORS 279A.120.
 5. In determining the lowest responsive Bid, the Agency shall, in accordance with Model Rule 0310, add a percentage increase to the Bid of a nonresident bidder equal to the percentage, if any, of the preference given to the nonresident bidder in the state in which the bidder resides.
 6. In evaluating Bids, the Agency may seek information from a bidder only to clarify the Bid. Such clarification shall not vary, contradict, or supplement the Bid. A bidder must submit written and signed clarifications and such clarifications shall become part of the Bid.
 7. The Agency shall not negotiate scope of work or other terms or conditions prior to award except as permitted by ORS 279C.340 and Model Rule 0410.
 8. After award, the Agency and Contractor may modify the Contract only by change order or amendment to the Contract in accordance with Model Rule 0910.
 9. Consistent with ORS 279C.375(2), the Agency shall post electronically (accessible at https://www.thedalles.org/jobs_bids/city_project_bids.php) a notice of the Agency's intent to award a contract under this solicitation at least seven (7) days before its award. The Agency's award shall not be final until the later of:
 - a. seven (7) days after the date of the notice; or
 - b. the Agency's provision of a written response to all timely-filed protests denying the protest and affirming the award.

K. Post-Award

1. Pursuant to ORS 279C.380, and except as provided in ORS 279C.390, the successful bidder shall promptly execute and deliver to the Agency Manager both a:

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- a. performance bond in an amount equal to the full contract price conditioned on the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract; and
 - b. payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.
2. The bonds described in **Section I(L)(1)** must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The bonds must be payable to ***Columbia Gateway Urban Renewal Agency*** and in the forms included in this solicitation.
3. The successful bidder shall, within 10 calendar days after receipt of the Contract from the Agency, sign and deliver to the Agency Manager all required copies. At or prior to delivery of the signed Contract, the Contractor shall deliver to the Agency Manager a performance bond, a separate payment bond, any other bonds, the Workers' Compensation coverage certification, and policies of insurance or insurance certificates with additional insured endorsement forms attached. Contractor's failure or refusal to furnish any of the documents described by this paragraph shall be just cause for cancellation of the award, withdrawal of the Contract, and forfeiture of the Bid Guaranty.

L. Rejection of Bids

1. The Agency may reject any Bid upon finding accepting the Bid may impair the integrity of the procurement process or rejecting the Bid is in the public interest.
2. The Agency shall reject a Bid upon the Agency's finding the Bid:
 - a. is contingent upon the Agency's acceptance of terms and conditions (including specifications) different from the solicitation document;
 - b. takes exception to terms and conditions (including specifications);
 - c. attempts to prevent public disclosure of matters in contravention of the terms and conditions of the solicitation document or in contravention of applicable law;
 - d. offers work or goods failing to meet the specifications of the solicitation document;
 - e. is late;
 - f. is not in substantial compliance with the solicitation document; or
 - g. is not in substantial compliance with all prescribed public solicitation procedures.
3. The Agency shall reject a Bid upon the Agency's finding the bidder:

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- a. has been disqualified under Model Rule 0350;
 - b. is listed as not qualified by the Construction Contractors Board;
 - c. has not met the requirements of ORS 279A.105;
 - d. has not submitted properly executed Bid Security;
 - e. has failed to provide the Agency a Certification of Non-Discrimination; or
 - (i) Pursuant to ORS 279A.110(4), the bidder shall certify and delivery to the Agency written certification, as part of the Bid, the bidder has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
 - f. is not responsible. See Model Rule 0370(2) regarding the Agency's determination a bidder has met the statutory standards of responsibility.
4. The Agency may reject all Bids for good cause upon the Agency's finding it is in the public interest to do so. The Agency shall notify all bidders of the rejection of all Bids, along with the good cause justification and finding.

II. Specific Information to Be Provided by Bidders

A. Scope of Work

1. *Asbestos and Universal Waste Abatement and Disposal Services*

- a. **Note:** As detailed in the Exhibits, the Agency conducted inspections and provided rough quantity estimates for the abatement and disposal of asbestos-containing materials (**ACM**) of various types and in multiple locations within and on the Property. The Agency's contractors also identified and provided quantities of universal wastes of various types and in multiple locations within and on the Property.
- b. Provide all necessary supervision, labor, equipment, and disposal to remove ACM and universal wastes per survey and pre-bid site visit. Perform abatement per Oregon Department of Environmental Quality (**DEQ**) standards, including but not limited to acquiring DEQ permits, certifying asbestos abatement workers, clearing DEQ air monitoring requirements, complying with United States and Oregon Occupational Safety and Health Administration (**OSHA**) air monitoring requirements, and disposing of all waste at an appropriate and State-approved landfill or disposal facility. Provide all regulatory documentation associated with ACM abatement and disposal.
- c. Consistent with ORS 468A.720 and Model Rule 0200(1)(a)(L), no worker shall work on this asbestos abatement project unless licensed to perform asbestos abatement projects by DEQ.

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2. Demolition and Disposal Services

- a. Once all ACM and universal wastes have been abated, the Agency requires the Property's structures be demolished.
- b. The contractor must install perimeter fencing around the work site. During demolition, fencing will likely be placed in the City's right-of-way giving the contractor use of sidewalk and parking areas. The contractor is responsible for obtaining any necessary Sidewalk/Street Closure Permits from the City's Public Works Department clearly specifying days and times of closure. In addition, the contractor is responsible for providing appropriate Temporary Pedestrian Accessible Routes Plans for periods of sidewalk and/or street closures. Once demolition is complete, fencing is likely to be moved to the inside edge of sidewalk until archeological assessment and backfilling is complete.
- c. The Agency conducted a hazardous materials survey indicating the presence of lead-based paint on the perimeter of the roof and the walls throughout the first and second floors of the building addressed 401 East 2nd Street. As a result, the selected contractor must comply with all aspects of Oregon OSHA's construction industry rule for controlling lead exposure (1926.62). The contractor must also control dust generated during building demolition to minimize the potential for others to be exposed to lead.
- d. Perform a final cleaning of the Property and worksite prior to final inspection by the Agency. No building materials, demolition debris, or paint chips are to remain onsite, including materials intermixed with soils.
- e. Completely demolish, including foundations, and dispose of all structural materials. However, do not disturb the subgrade or any archeological artifacts potentially present beneath building elements. Any fees to disconnect utilities shall be paid by the Agency; provided, however, the Agency is not responsible to confirm all utilities are disconnected and appropriately capped.
- f. Consistent with ORS 279C.510(1) and Model Rule 0200(1)(c)(C), salvaging and recycling construction and demolition debris is required if feasible and cost-effective.

3. Backfill Services

- a. After satisfactory completion of the visual inspection, the Agency will perform an archeological assessment of the Property to determine if additional mitigation is required with the Oregon State Archeologist. The Agency expects the archaeological assessment to take approximately 45 days.
- b. Once an archeological assessment is completed, the Agency will coordinate with the contractor for the installation of structural backfill and compacting to grade. Fill grade to match all three sides of the Property as follows: back of sidewalk on East 2nd and Federal Streets and existing grade of alley.

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III. Contract Terms

- A. Prospective bidders may review the tentative and substantive form of Agency's Contract to be awarded by this solicitation attached to and made part of these contract documents as **Exhibit A**.

IV. Forms

- A. Bid Form
- B. First-Tier Subcontractor Disclosure Form
- C. Certification of Non-Discrimination
- D. Bid Security
- E. Performance Bond
- F. Payment Bond

V. Exhibits

<u>Exhibit A</u>	Form of Contract		
<u>Exhibit B</u>	Asbestos Survey Report	<i>JSE Labs, Inc.</i>	May 5, 2018
<u>Exhibit C</u>	ACM Abatement Proposal	<i>Alpha Environmental</i>	February 18, 2020
<u>Exhibit D</u>	ACM Abatement Proposal	<i>3 Kings Environmental, Inc.</i>	March 19, 2020
<u>Exhibit E</u>	ACM Abatement Proposal	<i>Abatement Services, Inc.</i>	March 24, 2020

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BID FORM

Offer of _____ (**Bidder**), organized and existing under the laws of the State of _____, doing business as _____ to the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457.

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all work necessary for

CONTRACT NO. CGURA2023-01 TONY'S BUILDING – HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION

in strict accordance with the contract documents, within the time set forth herein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project by **October 31, 2023** (*tentative*). Bidder further agrees to pay liquidated damages of, the sum calculated at the per diem rate set forth in Part 00100 of 2022 City of The Dalles Standard Specifications for Construction – General Conditions (*available upon request*) for each consecutive calendar day thereafter for which the Contractor is in breach of the Contract.

Bidder further states that provisions of ORS 279C.830 will be complied with.

Bidder in supplying this proposal acknowledges the receipt of the Contract Document package.

Bidder agrees to perform all the work described in the contract documents for the following unit prices and lump sum.

Task Description	Unit Price
Asbestos and Universal Waste Abatement and Disposal Services	
Demolition and Disposal Services	
Backfill Services	

Total Bid Amount: _____

Bidder acknowledges through the submission of this Offer that the work to be performed in this project shall require close coordination with the Columbia Gateway Urban Renewal Agency.

Signature page follows.

Bid Form

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BIDDER

BY

TITLE

DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

Project No.: CGURA2023-01
Project Name: Tony's Building – Hazardous Materials Abatement and Demolition
Bid Closing: May 16, 2023 | 2:00 p.m.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. *Attach Additional Sheets If Needed.*

Subcontractor Name	Category of Work	Dollar Value

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

BIDDER

BY

TITLE

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

By signature of the authorized representative of the Proposer, the Proposer hereby certifies to City that the Proposer has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any subcontracts and that if awarded the contract for which this Proposal is submitted, will not so discriminate.

BIDDER

BY

TITLE

Certification of Non-Discrimination

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BID SECURITY

KNOW ALL BY THESE PRESENTS, THAT WE, the undersigned, as PRINCIPAL _____ and _____ as SURETY, are hereby held and firmly bound unto the COLUMBIA GATEWAY URBAN RENEWAL AGENCY in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors, and assigns, signed, this _____ day of _____, 2023.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to the Columbia Gateway Urban Renewal Agency a certain OFFER, attached hereto and hereby made a part hereof to enter into a contract in writing, for:

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NOW, THEREFORE,

- a) If said OFFER shall be rejected, or
- b) If said OFFER shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said OFFER) and shall furnish a BOND for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said OFFER, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Columbia Gateway Urban Renewal Agency may accept such OFFER; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signature page follows.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this _____ day of _____, 2023.

PRINCIPAL

BY

TITLE

SURETY

BY

Attorney-in-Fact

NOTE

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond the names of all the partners or the individuals owning the business, and the bond must be executed by one of them. If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officers official title and the seal of the corporation.

IMPORTANT – *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.*

Bid Security

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PERFORMANCE BOND

Bond Number: _____

Amount: \$XXXX

KNOW ALL PEOPLE BY THESE PRESENTS that we, [contractor name], as Principal (Contractor), and _____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457, in the sum of [contract amount written out] Dollars [contract amount in dollars(\$XXXX)], lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas the above Principal did enter into a Contract with the Columbia Gateway Urban Renewal Agency for the ***Tony's Building – Hazardous Materials Abatement and Demolition*** – Project No. CGURA2023-01, which Contract is made a part hereof as if fully copied herein;

NOW, THEREFORE, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon and the City of The Dalles and its Columbia Gateway Urban Renewal Agency, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, then this obligation shall be null and void, otherwise to be in full force and effect.

SURETY agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, PROVIDED that all such increases shall not in the aggregate exceed twenty-five percent (25%) of the original Contract Price without consent of the SURETY, however, any such change shall not increase the obligation of the SURETY hereunder; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

Signature page follows.

Performance Bond

Hazardous Materials Abatement and Demolition

Tony's Building Property

Page 1 of 2

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this _____ day of _____, 2023.

PRINCIPAL

BY

TITLE

SURETY

BY

Attorney-in-Fact

NOTE

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officers official title and the seal of the corporation.

Performance Bond

Hazardous Materials Abatement and Demolition

Tony's Building Property

PAYMENT BOND

Bond Number: _____

Amount: \$XXXX

KNOW ALL PEOPLE BY THESE PRESENTS that we, [contractor name], as Principal (**Contractor**), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457, in the sum of [contract amount written out] Dollars [contract amount in dollars(\$XXXX)], lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas the above Principal did enter into a Contract with the Columbia Gateway Urban Renewal Agency for the ***Tony's Building – Hazardous Materials Abatement and Demolition*** – Project No. CGURA2023-01, which Contract is made a part hereof as if fully copied herein;

NOW, THEREFORE, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon and the City of The Dalles and its Columbia Gateway Urban Renewal Agency, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, and shall make payment promptly, as due, to the Columbia Gateway Urban Renewal Agency and all other public entities as may be required, and to all subcontractors and to all persons supplying to the Principal or its subcontractors, equipment, supplies, labor, or materials for the prosecution of the work or any part thereof, provided for in said Contract, then this obligation shall be null and void, otherwise to be in full force and effect.

SURETY agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, PROVIDED that all such increases shall not in the aggregate exceed twenty-five percent (25%) of the original Contract Price without consent of the SURETY, however, any such change shall not increase the obligation of the SURETY hereunder; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

Signature page follows.

Payment Bond

Hazardous Materials Abatement and Demolition

Tony's Building Property

Page 1 of 2

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this _____ day of _____, 2023.

PRINCIPAL

BY

TITLE

SURETY

BY

Attorney-in-Fact

NOTE

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officer's official title and the seal of the corporation.

Payment Bond

Hazardous Materials Abatement and Demolition

Tony's Building Property

Page 2 of 2

PUBLIC IMPROVEMENT AGREEMENT

Contractor	[NAME]
Consideration	[\$AMOUNT]
Effective Date	July 5, 2023 <i>Tentative</i>
Completion Date	October 31, 2023 <i>Tentative</i>
Project/Services	<i>Tony's Building – Hazardous Materials Abatement and Demolition</i>

This PUBLIC IMPROVEMENT AGREEMENT (**Agreement**) is entered by the Columbia Gateway Urban Renewal Agency, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (**Agency**) and [contractor], an [entity] (**Contractor**), for Contractor's provision of abatement and demolition services to the Agency.

WHEREAS, the Agency requires performance of certain public improvements described in the solicitation for Project No. CGURA2023-01, attached to and made part of this Agreement as **Exhibit A**; and

WHEREAS, Contractor desires to perform those certain public improvements and services pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor's Duties

1. Scope of Work. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's scope of work, attached to and made part of this Agreement as **Exhibit B** (together with the services solicited through Exhibit A, **Work**). The Parties agree the Work shall be interpreted broadly to the Agency's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibits A and B** but necessary to fully and effectively perform those specifically listed tasks.
2. Examination. Contractor agrees it examined the project site and the contract documents connected with the solicitation for this Work prior to its submittal of its bid. The Parties agree Contractor's submission of a bid for this Agreement's award is expressly considered prima facie evidence Contractor made such an examination and is satisfied as to the conditions to be encountered in its performance of the Work and as to the requirements of the contract documents. Contractor agrees to protect itself in the unit prices or the lump sum proposed on the Work. Contractor agrees its failure to visit or thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project or the Work shall neither relieve Contractor of its obligation to complete the Work and perform under this Agreement for the price proposed nor entitle Contractor to a price adjustment.



3. Insurance and Indemnity.

- a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (at least) the following coverage policies:
- (i) **Workers' Compensation** coverage in the amount of \$1,000,000;
 - (ii) **Comprehensive General Liability** insurance covering property damage and bodily injury in the amount of \$5,000,000 (per occurrence) and \$6,000,000 (in aggregate);
 - (iii) **Mobile Equipment Liability** insurance in the amount of \$2,000,000 (per occurrence) and \$4,000,000 (in aggregate);
 - (iv) **Contractors Pollution Liability** insurance in the amount of \$1,000,000;
 - (v) **Pollution Liability** insurance (including coverage for automobiles transporting hazardous materials) through a Commercial General Liability policy approved by the Agency as to terms, conditions, and form and is Pollution Specific (Asbestos and Lead) with a minimum limit of \$2,000,000 (per occurrence) and \$3,000,000 (in aggregate) written on either (a) a full occurrence form, (b) a limited occurrence form with at least a three-year tail, or (c) a claims-made form with a three-year tail; and
 - (vi) **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$2,000,000.
- b. Certificates. Contractor agrees to provide the Agency with certificates of insurance naming the **Columbia Gateway Urban Renewal Agency, its employees, officials, and agents** as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the Agency 30 days' written notice before cancelling or reducing any insurance policy contemplated by this Agreement. Contractor agrees its failure to notice the Agency of cancellation of or reduction to any insurance policy contemplated by this Agreement is, at the Agency's sole discretion, grounds for immediate termination of this Agreement.
- c. Subcontractor Insurance. Contractor agrees to require its subcontractors performing Work under this Agreement to carry and maintain in effect throughout this Agreement's term Workers' Compensation coverage, Commercial General Liability, Pollution Liability, and Commercial Automobile Liability with coverage's equivalent to those listed in Section A(3)(a) of this Agreement. Contractor further agrees to require those subcontractors to provide Contractor with certificates of insurance as evidence of coverage and (upon Agency's request) provide the Agency with certificates of insurance for any subcontractor performing Work under this Agreement. The Parties agree this subsection survives the expiration or sooner termination of this Agreement.



- d. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the Agency prior to commencement of the Work, including any subcontract operations. Contractor shall provide the Agency with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- e. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the Agency, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless due to the Agency's sole negligence.

4. Payments.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor (including subcontractors) fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the Agency may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor plus a non-waivable nine (9%) percent interest commencing at the end of the ten-day period within which payment is due under ORS 279C.580(4), unless payment is subject to a good faith dispute as defined in ORS 279C.580. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims. Any person supplying labor or materials in connection with this Agreement may file a complaint with the Construction Contractors Board against Contractor (including subcontractors) stemming from Contractor's (including subcontractors') failure, neglect, or refusal to promptly pay them as due, unless payment is subject to a good faith dispute as defined in ORS 279C.580, only if the person has not been paid in full and gives written notice of claim pursuant to ORS 279C.605 to Contractor and the Agency.
- b. Industrial Accident Fund. Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209. Contractor further agrees to abide by all other restrictions governing labor hours on public contracts pursuant to ORS 279C.540 and 279C.545, including time limitations on claims for overtime.



- d. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
 - e. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the Agency on account of any Work (including labor or materials) furnished under this Agreement.
 - f. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.
5. Prevailing Wage Rates, Retainage, and Bonds.
- a. No Prevailing Wage Rates. The Parties agree this Agreement's predominant purpose is to outline their rights and responsibilities with respect to the Agency's procurement of hazardous materials abatement and demolition services from Contractor and such services are not public works subject to prevailing wage rates.
 - b. Retainage. [TBD pending final Contract Price]. Contractor agrees to the Agency's withholding of retainage pursuant to ORS 279C.555. Alternatively, in lieu of Agency's withholding moneys from payment, Contractor may submit to the Agency bonds, securities, or other instruments of a character described in ORS 279C.560(4) through (6) or a surety bond deposited as provided in ORS 279C.560(7).
 - c. Contractor's Retainage. If Contractor pays a subcontractor in full, including the amount Contractor withheld as retainage, the Agency agrees to pay Contractor (out of the amount the Agency withheld from Contractor as retainage) a sum equal to the amount of retainage Contractor paid its subcontractor. Contractor agrees to notice the Agency in writing when it pays a subcontractor in full under this subsection and the Agency agrees to pay Contractor the amount due Contractor under this subsection within fifteen (15) days after it receives notice. The Agency agrees to pay interest on the amount due Contractor at the rate of one (1%) percent per month commencing 30 days after the Agency receives Contractor's notice of full payment to the subcontractor.
 - d. Bonds. Before starting any Work under this Agreement, and using the forms of bonds attached to and made part of the solicitation document for Project No. CGURA2023-01 (and thus this Agreement) where applicable, Contractor agrees:
 - (i) to execute and deliver to the Agency Manager a **performance bond** in an amount equal to the full contract price conditioned on the faithful performance of this Agreement in accordance with its plans, specifications, and conditions; and



- (ii) to execute and deliver a **payment bond** in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

6. Other.

- a. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. CGURA2023-01 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.
- b. Indian Graves and Protected Objects. Contractor agrees to observe all applicable historical, tribal, and archaeological requirements mandated by ORS 97.740 through 97.750, 358.905 through 358.961, and 390.235 through 390.240. If Contractor (or subcontractors) discover, become aware of, or otherwise find any Native Indian Artifacts, sites, human remains, or funerary objects on the Property, Contractor will immediately safeguard the artifacts and site, halt its performance of the Work, and immediately notice the Agency Manager using the most practicable means; such artifacts include (without limitation): charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. Contractor agrees it will deliver to the Agency Manager all artifacts it may find for appropriate disposition in accordance with applicable law. The Parties agree to act together to comply with all applicable requirements of the statutes cited in this subsection and in a manner which has least impact upon the Work schedule; provided, however, if compliance with such laws requires adjustment of the Work schedule, the Parties agree to make reasonable adjustments to ensure compliance.
- c. Final Inspection and Acceptance. Upon completion, Contractor agrees to notice the Agency in writing it completed the Work so the Agency can undertake a final inspection. The Agency agrees to inspect the Work (and all records generated by Contractor relating to the Work) within fifteen (15) days of its receipt of Contractor's completion notice. The Agency agrees to either accept the work or notice Contractor of any defects or remaining performance necessary to fully complete the Work. The Agency agrees to provide Contractor its final acceptance of the Work once it determines all of the Work has been performed satisfactorily.
- d. Drug Testing. Contractor agrees to demonstrate to the Agency Manager it has an employee drug testing program is in place before it commences performance of this Agreement.
- e. Recycling. Contractor agrees to salvage or recycle construction and demolition debris, if feasible and cost-effective, pursuant to ORS 279C.510(1).
- f. Environmental Compliance. Contractor agrees to abide all applicable ordinances, rules, and regulations dealing with the prevention of environmental pollution and



the preservation of natural resources impacting the performance of this Agreement, including (without limitation) ORS Chapters 459 (Solid Waste Management), 459A (Reuse and Recycling), 465 (Hazardous Waste and Hazardous Material I), 466 (Hazardous Waste and Hazardous Materials II), 467 (Noise Control), 468 (Environmental Quality Generally), 468A (Air Quality), and 468B (Water Quality), the associated Oregon Administrative Rules promulgated by Oregon Department of Environmental Quality, plus all other reasonably similar or relevant local, state, or federal laws.

- g. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.

B. Agency's Duties

1. Compensation.

- a. Total. The Agency agrees to compensate Contractor for the Work in an amount not to exceed **\$[AMOUNT]** [at the rate of \$[amount]], to be paid [method].
- b. Progress Payments. The Agency agrees to make progress payments upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the Agency's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date. The Agency shall pay Contractor interest on its progress payments (not including retainage) commencing thirty (30) days after receiving Contractor's invoice or fifteen (15) days after payment is approved by the Agency, whichever is earlier. The Parties agree ORS 279C.570(2) determines the rate of interest charged to the Agency for this subsection's purpose.
- c. Satisfaction. Contractor agrees the Agency's payment of an invoice releases the Agency from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. Public Budgeting. The Agency certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the Agency Board.
- e. Other Duties. The Agency agrees to reasonably satisfy any commitments it made in this Agreement's solicitation.

C. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.



2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the Agency may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The Agency agrees to compensate Contractor for all approved services rendered prorated to the date the Agency notices its intent to terminate. The Parties agree termination of this Agreement is subject to ORS 279C.655.
3. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
4. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from Agency direction and control over the means and manner of completing the Work.
5. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
6. Subcontractors.
 - a. List. Contractor agrees to provide the Agency with a list of proposed subcontractors within ten (10) calendar days of this Agreement's mutual execution and before awarding any subcontract connected with the Work or this Agreement, and shall not retain any subcontractor the Agency reasonably objects to as incompetent or unfit.
 - b. Responsibility. Contractor agrees it is as fully responsible to the Agency for its subcontractors' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions.
 - c. Registration. Contractor agrees (and by executing this Agreement, certifies) all subcontractors performing Work under this Agreement will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before they commence any Work.
 - d. No Privity. Contractor agrees all of its subcontracts under this Agreement shall provide the Work performed under the subcontract shall be performed according to the terms of this Agreement; whether stated in the subcontract, Contractor agrees to remain solely responsible for the administration of the subcontract, including (without limitation) the performance of the subcontracted Work, progress of the subcontracted Work, payment for accepted subcontracted Work,



and disputes and claims for additional compensation regarding all subcontracted Work. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the Agency and any subcontractor.

- e. **Mandatory Construction Contract Clauses.** Contractor agrees to include in each subcontract for property or services it enters with a first-tier subcontractor (including a material supplier) for the purpose of performing a *construction* contract to support the Work:
- (i) a payment clause obligating Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of amounts the Agency pays to Contractor under this Agreement;
 - (ii) a clause requiring Contractor to provide a first-tier subcontractor with a standard form the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;
 - (iii) a clause requiring Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if the Contractor (a) notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change and (b) includes with the written notice a copy of the new or changed form or a description of the new or changed procedure; and
 - (iv) an interest penalty clause obligating Contractor, if Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the Agency, to pay the first-tier subcontractor and interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under Section C(6)(e)(i). Contractor or its first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or its first-tier subcontractor did not make payment when payment was due is neither received payment from the Agency or Contractor when payment was due. The interest penalty (a) applies to the period beginning on the day after the required payment date and ends on the date on which the amount due is paid and (b) is computed at the rate specified in ORS 279C.515(2).
- f. **Mandatory Payment Clause.** Contractor agrees to include in each subcontract it enters with a first-tier subcontractor for the purpose of performing *any* contract to support the Work a clause requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of Section C(6)(e) in each of the first-tier subcontractor's subcontracts and to require each of its first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.



7. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
8. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.
9. Force Majeure. The Parties agree neither Party shall be held responsible for delay in the performance of this Agreement caused by circumstances beyond their control and making performance commercially impracticable, illegal, or impossible. The Agency may terminate this Agreement upon written notice after determining such delay will unreasonably prevent successful performance of this Agreement.
10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the Agency: Agency Manager
 Columbia Gateway Urban Renewal Agency
 313 Court Street
 The Dalles, OR 97058

To Contractor: [Name]
 [Contractor]
 [Address]
 [Address]

IN WITNESS WHEREOF, the Parties duly execute this **PUBLIC IMPROVEMENT AGREEMENT** this _____ day of _____, 2023.

AGENCY

CONTRACTOR

Joshua Chandler, Agency Manager
Columbia Gateway Urban Renewal Agency

[Name], [Title]

Approved as to form:

Jonathan M. Kara, City Attorney





Asbestos Survey Report

This report is prepared for and the property of

**The City of the Dalles and
The Gateway Urban Renewal Agency**

**Project:
401 to 407 E. Second Street
The Dalles, Oregon**

**Report Date:
May 21, 2018**

Prepared by:

JSE Labs, Inc.
Jones-Stohosky Environmental Laboratory, Inc.
3315 SE Harrison Street, Suite C
Milwaukie, Oregon 97222
Phone: 503-659-8338
Fax: 503-659-7577
www.jselabs.com

INSPECTION SUMMARY

This survey was performed on behalf of The City of The Dalles and The Gateway Urban Renewal Agency to meet the requirements to survey the property for asbestos and lead prior demolition of the structures occupying the property at the above referenced addresses. Asbestos-containing materials, paints containing lead, and other materials that are considered universal wastes that must be removed from the demolition waste stream were identified.

Asbestos

JSE Labs performed as survey for asbestos-containing building materials and lead-containing paint for two attached store front buildings with the address range 401 to 407 E. Second Street, The Dallas, Oregon. The older building has an address of 401 E. Second and is located at the corner of East Second and Federal Streets (“the 401 building”) is a masonry structure with a built-up roof and a mix of plaster and drywall walls and a full basement. There is also a three-unit masonry building constructed of concrete masonry units (CMU), with sheet vinyl, floor tile, and carpeted floors, drywall walls and ceilings and suspended ceilings (CMU Building) with addresses of 403, 405, 407 E. Second Street. The building was vacant at the time of the survey. Although JSE performed exploratory demolition and made a good faith effort to locate and sample concealed materials from behind walls, below floors and above ceilings, some materials that were not sampled may remain. If suspect ACM that was not sampled during this assessment is discovered during demolition, it should be sampled and analyzed before being disturbed any further.

The following materials were sampled by JSE Labs and tested positive for asbestos.

Material	Material Extent	Approximate Quantity
9” x 9” Floor Tile/Mastic, various colors (green, beige)	Hallway, restroom, stairs and stair landing for loft, (yellow mastic in restroom not an ACM)	16,600 sq. ft.
12” x 12” Tile/Mastic	Main floor and loft of 401 building (corner building), over 9” x 9” floor tile.	3,600 sq. ft.*
Exterior wall panels	Exterior façade on upper walls facing E. Second and Federal Streets	2,000 sq. ft.
Built-up roofing (BUR)	Roof of 401 Building at 401	6,250 sq. ft.
Silver coat	Roof of 401 building, parapet walls of CMU Building	7,250 sq. ft.
Roof Patching	401 Roof	Part of BUR
Skim Coat on Concrete Panels	Concrete façade, upper walls fronting streets	2,000 sq. ft.
Cement-asbestos board	Walls and ceiling in rooms along the west wall of the basement	850 sq. ft.
Cement-asbestos board debris	Debris pile in southcentral part of basement	20 cubic ft.
Pipe insulation	Abandoned steam lines in west part of basement	120 linear ft.
Hard fittings	T-fittings and elbows on above steam line	8 fittings

*This material is a second layer on top of asbestos-containing 9”x9” tiles.

The nine-inch-square floor tile found throughout most of the project area, including under non-ACM twelve-inch-square floor tile and under most of the carpeted areas was identified as an asbestos-containing material that ranged from two to five percent chrysotile asbestos. Under

Hard elbow insulation that was previously presumed for the AHERA survey and labeled asbestos warning labels was tested as part of this survey and the analysis no asbestos was detected in the samples. This material may be removed from the management plan and the labels may be removed.

The following material produced inconsistent results throughout the building:

Material	Material Extent	Approximate Quantity
Joint Compound on drywall	All original wallboard partition walls	Throughout

The nine-inch-square floor tile found throughout most of the project area, including under non-ACM twelve-inch-square floor tile and under most of the carpeted areas was identified as an asbestos-containing material that ranged from two to five percent chrysotile asbestos. Under

Hard elbow insulation that was previously presumed for the AHERA survey and labeled asbestos warning labels was tested as part of this survey and the analysis no asbestos was detected in the samples. This material may be removed from the management plan and the labels may be removed.

Asbestos samples were tested using polarized light microscopy in accordance with EPA method 600 M-4-82-020 (600 R-93-116).

Lead-Based Paint

The following painted surfaces were tested for the presence of lead during this survey:

Painted Surface/ Substrate	Sample Location	Paint Color and Extent	Analysis Result
Exterior Wall/Brick	North side of 401 Building	White north walls	<LOD (235 PPM)
Wall/Concrete	On north side concrete masonry unit, north wall	White north wall	<LOD (212 PPM)
Exterior Parapet Wall/Metal	Parapet wall, south side of building	Silver – perimeter of roof	301 PPM
Interior Wall/Plaster	2 nd Floor loft, 401 Building	White – Walls throughout second floor of 401 Building	3,400 PPM
Interior Wall/Plaster	1 st floor west wall	White – Walls through first floor of 401 building	1,090 PPM
Interior Wall/Gypsum Board	Near double fire doors in wood shop	White, Walls throughout CMU building (403 to 407 E. 2 nd St.)	<LOD (198 PPM)

Paint samples were analyzed according to EPA SW846 Method 3050/7420 Flame Atomic. All varnish and paint which was not tested is presumed to contain lead.

Lead-based paint is designed as paint that contains 0.5% lead by weight (5,000 part per million or ppm). Although none of the tested paints meets this criterion, paint containing lead was identified in the older building located at 401 E. Second Street does contain detectable levels of lead.

Universal Wastes

The following items that are assumed to contain universal wastes were identified during the building survey:

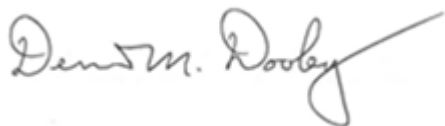
- 120 fluorescent light tubes (predominantly eight-foot tubes)
- 100 fluorescent light ballasts
- 8 mercury switches within thermostats (one to four per thermostat)

Recommendations

Friable and NESHAP Category I and II ACM are present in and on the building. Asbestos containing materials identified above must be removed prior to any demolition. Any materials discovered during demolition that were not tested should be sampled and analyzed prior to disturbance.

Lead-based paint can remain for demolition; sample sampling of the waste stream must be

Mercury-containing light tubes, thermostats, and suspect PCB-containing ballasts are presents.



Denis M. Dooley

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TESTING
 NVLAP LAB CODE 200872-0

Asbestos Analysis**SAMPLE INVENTORY**

City of The Dalles

JSE Client #: 14064.01

Project: Old Tony's Clothing 401 2nd St The Dalles, OR

Batch #: 1809819

Report Date: 05/02/2018

Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-01	By Side Door To Fed St	Back Of	3600 SF	Layer 1: Off-white hard vinyl tile	2% Chrysotile
Off-White 12x12/Brown 9x9/Black Mastic				Layer 2: Black tacky mastic	None Detected
				Layer 3: Red hard vinyl tile	4% Chrysotile
				Layer 4: Black tacky mastic	None Detected
14064.01-02	Far Back Room	Sales Floor	3600 SF		Sample Archived
Off-White 12x12/Brown 9x9/Black Mastic					
14064.01-03	Mid-Front Show Room	Floor	980 SF	Layer 1: Green hard vinyl tile	4% Chrysotile
Darker Green 9x9/Black Mastic				Layer 2: Black tacky mastic	<1% Chrysotile
14064.01-04	Front Show Room By Font w/Open Ceiling		980 SF		Sample Archived
Darker Green 9x9/Black Mastic					
14064.01-05	Under Side Loft By Wall Under Side Loft		6755 SF	Layer 1: Green hard vinyl tile	5% Chrysotile
Light Green Floor Tile/Mastic				Layer 2: Black tacky mastic	None Detected
14064.01-06	403 Space-Front In Middle Loft Office Under Carpet	Sales Floor East	1224 SF	Layer 1: Beige hard vinyl tile	3% Chrysotile
Tan 9x9/Black Mastic				Layer 2: Black mastic/cream compound	<1% Chrysotile

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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City of The Dalles

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Batch #: 1809819

Report Date: 05/02/2018

Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-07 Tan 9x9/Black Mastic	403 Space-Front In Middle Loft Office Under Carpet	Loft Office	1224 SF		Sample Archived
14064.01-08 Off-White Floor Tile	Under Carpet By Stairs	Open Loft	1120 SF	Layer 1: Yellow mastic Layer 2: Grey/ green hard vinyl tile Layer 3: Black tacky mastic Layer 4: White hard compound chunk	None Detected 4% Chrysotile <1% Chrysotile None Detected
14064.01-09 Tan 3" Cove/Brown Mastic	Back Sales Floor, West Wall	West Wall	78 LF	Layer 1: Brown curved cove base Layer 2: Brown brittle mastic flakes	None Detected None Detected
14064.01-10 Brown 4" Cove/Brown Mastic	Back Room, Partition Wall	Back Wall Base	40 LF	Layer 1: Brown curved cove base Layer 2: Brown brittle mastic flakes	None Detected None Detected
14064.01-11 Drywall/Joint Compound	Back Stockroom	Partitions	2600 SF	Layer 1: White paint w/ powder texture Layer 2: White gypsum w/ brown paper	None Detected None Detected
14064.01-12 Drywall/Joint Compound	Rest Room, North Side	Partitions	2600 SF	Layer 1: Cream paint w/ powder Layer 2: Cream paper w/ powder Layer 3: White gypsum w/ brown paper	1% Chrysotile 2% Chrysotile None Detected

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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City of The Dalles

JSE Client #: 14064.01

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Batch #: 1809819

Report Date: 05/02/2018

Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-13	Back Stockroom Ceiling			Layer 1: Cream paint w/ powder texture	2% Chrysotile
Drywall/Joint Compound/Texture				Layer 2: Off-white gypsum w/ paper	None Detected
14064.01-14	Ceiling Texture-Loft		6000 SF	Cream/tan, paint w/ powder texture	None Detected
Ceiling Texture					
14064.01-15			6000 SF	Cream/tan, paint w/ powder texture	None Detected
Ceiling Texture					
14064.01-16	Back Room, Northeast Under Loft	Drop Ceiling	168 SF	Layer 1: White paint w/ powder	None Detected
Ceiling Tile				Layer 2: Tan fibrous material	None Detected
14064.01-17	Above Ceiling	Above Ceiling	6000 SF	Cream, fluffy fibrous fill	None Detected
Blown-In Insulation					
14064.01-18	West Wall	Walls	3000	Layer 1: Yellow paint/ tan paper	None Detected
Wall Plaster				Layer 2: Tan powder skim coat	None Detected
				Layer 3: White coarse-grain plaster	None Detected
14064.01-19	North Wall Above Picture Window	Perimeter	3000	White, coarse-grain plaster	None Detected
Wall Plaster					
14064.01-20	On/Between Brick-Interior Walls			Gray, cement compound	None Detected
Mortar					

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JSE Client #: 14064.01

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Batch #: 1809819

Report Date: 05/02/2018

Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-21 Flashing Tar	Southeast Corner, CMU Building's Roof	Parapet	100 SF	Black, fibrous tar	None Detected
14064.01-22 Flashing Tar	Southwest Corner, Roof	Wall	100 SF	Silver, paint w/ black fibrous, vitreous tar	4% Chrysotile
14064.01-23 Flashing Tar	Northeast Corner	Full Roof	6250 SF	Layer 1: Red composite Layer 2: Gray compound mortar Layer 3: Black tar	<1% Chrysotile 1% Chrysotile 8% Chrysotile
14064.01-24 Built-Up Roofing	East Side Of Roof	Full Roof	6250 SF	Layer 1: Silver paint w/ black tar Layer 2: Black fibrous, vitreous tar Layer 3: Brown paper w/ black tar	<1% Chrysotile 8% Chrysotile None Detected
14064.01-25 Built-Up Roofing	Apex Near Center Roof	Full Roof	6250 SF	Silver, paint w/ black, fibrous, vitreous tar	None Detected
14064.01-26 Mineral Roll/Built-Up Roofing	Patch Area Along West Roof	8'x125' West Edge	1000	Layer 1: Brown rock pieces w/ tar Layer 2: Black vitreous tar w/ netting Layer 3: Black fibrous, vitreous tar Layer 4: Brown paper w/ vitreous tar	<1% Chrysotile None Detected 1% Chrysotile None Detected

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-27 Adhesive	Aggregate Adhesive On West Wall	West Wall	228	Tan, wood w/ mastic & rock pieces	None Detected
14064.01-28 Blue Sheet Vinyl Flooring/Glue	Bathroom, Norhteast Corner, Chirop Sp 405 2nd	Bathroom	120 SF	Layer 1: Blue speckled vinyl Layer 2: Gray felt w/ mastic & wood	None Detected None Detected
14064.01-29 9"x9"/Black Mastic/Carpet Glue	Foyer	Throughout	1200 SF	Layer 1: Tan vinyl tile Layer 2: Black mastic upper Layer 3: Yellow mastic lower	5% Chrysotile None Detected None Detected
14064.01-30 9"x9"/Black Mastic	Under Carpet, Padding-Exam Room	Throughout	1200 SF		Sample Archived
14064.01-31 3" Cove Base/Mastic	Exam Room 2	Throughout	250 LF	Layer 1: Brown cove base Layer 2: Brown flaky mastic	None Detected None Detected
14064.01-32 Drywall/Joint Compound	Reception At End Of Hall	Walls Throughout	6400 SF	Layer 1: Off-white paint/sand Layer 2: Cream paper/compound Layer 3: Tan paint Layer 4: White gypsum wallboard	None Detected None Detected None Detected None Detected

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-33		Walls Throughout	6400 SF	Layer 1: White paint/ grey compound	1% Chrysotile
Drywall/Joint Compound				Layer 2: Cream paper/ grey compound	1% Chrysotile
				Layer 3: White gypsum wallboard	None Detected
14064.01-34	Restroom	Walls Throughout	6400 SF		Sample Archived
Drywall/Joint Compound					
14064.01-35	Window-At Front	Around Windows	180 LF	White, soft flexible compound w/paint	None Detected
Caulk-Exterior					
14064.01-36	Attic At Hatch From Restroom	Attic	4500 SF	Light brown, shredded paper fill	None Detected
Blown-In Insulation					
14064.01-37	Back Room At Center	Back Room, Rest Room, Under Carpet	1340 SF	Layer 1: Tan marbled vinyl	4% Chrysotile
9"x9" Floor Tile/Black Mastic				Layer 2: Black mastic	None Detected
14064.01-38	Rest Room (30 SF)	Restroom	325	Layer 1: Green mottled vinyl sheet	None Detected
Sheet Vinyl Green				Layer 2: Beige felt/ yellow mastic	None Detected
				Layer 3: Beige vinyl chips	5% Chrysotile

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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Asbestos Analysis**SAMPLE INVENTORY**

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JSE Client #: 14064.01

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Batch #: 1809819

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Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-39 Sheet Vinyl Green	Middle Room By North Wall	Middle Room	325	Layer 1: Gray paint remnant Layer 2: Green mottled vinyl sheet Layer 3: Beige felt Layer 4: Yellow mastic	None Detected None Detected None Detected None Detected
14064.01-40 Green Cove/Glue	Restroom, Middle Rooms	Middle, Restroom	100	Layer 1: Brown curved vinyl Layer 2: Cream mastic Layer 3: Cream paint/powder compound Layer 4: Cream paper remnant	None Detected None Detected None Detected None Detected
14064.01-41 Sheet Vinyl Flooring/ Glue/Mastics	Front Of Space 407	Entry	80 SF	Layer 1: Gray mottled vinyl sheet Layer 2: Cream felt Layer 3: Tan mastic/ gray compound Layer 4: Black mastic	None Detected None Detected None Detected None Detected
14064.01-42 Sheet Vinyl Flooring/Glue	Back Room At Northeast End	Patched Area	72 SF	Layer 1: Beige/ cream vinyl Layer 2: Clear yellow mastic	None Detected None Detected
14064.01-43 Carpet Glue/Etc	Under Carpet, Front Room	Front Room Except Entry	800 SF	Layer 1: Brown flexible sheet Layer 2: Yellow mastic Layer 3: White powder trace	None Detected None Detected None Detected

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Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-44	Walls In East Space (407 E 2nd)	East Space Walls, Ceilings	3600 SF	Layer 1: White paint/ powder skim coats	None Detected
Drywall/Joint Compound				Layer 2: White powder compound	None Detected
				Layer 3: White gypsum board/ paper	None Detected
14064.01-45	Walls In East Space (407 E 2nd)	East Space Walls, Ceilings	3600 SF	Layer 1: White paint/ powder skim coats	None Detected
Drywall/Joint Compound				Layer 2: White powder compound	1% Chrysotile
				Layer 3: White gypsum board/ paper	None Detected
14064.01-46	Walls In East Space (407 E 2nd)	East Space Walls, Ceilings	3600 SF		Sample Archived
Drywall/Joint Compound					
14064.01-47	Front Of CMU Building Decorative Brick	Façade	200 SF	Layer 1: Gray cementitious chips	None Detected
Mortar				Layer 2: Orange coarse-grain aggregate	None Detected
14064.01-48	Façade On Fed St	Street Façade	2000 SF	Layer 1: Blue paint/ powder skim coats	None Detected
Concrete Façade/Mortar				Layer 2: Off-white compound	5% Chrysotile
				Layer 3: White coarse-grain cement	None Detected

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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**Asbestos Analysis****SAMPLE INVENTORY**

City of The Dalles

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Batch #: 1809819

Report Date: 05/02/2018

Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-49 Cement Panels	Basement Walls-West Wall, North End	West Side Basement	850	Gray, cementitious board	25% Chrysotile
14064.01-50 Pipe Insulation Cardboard Wrap	At Boiler Middle Area North End	Basement Along West Wall	120 LF	Layer 1: Off-white woven sheet Layer 2: Gray thick felt	None Detected <1% Chrysotile
14064.01-51 Pipe Insulation Cardboard Wrap	At Boiler Middle Area At North End	Basement Along West Wall	120 LF		Sample Archived
14064.01-52 Pipe Insulation Cardboard Wrap	At Boiler Middle Area At North End	Basement Along West Wall	120 LF		Sample Archived
14064.01-53 Joint Mud Insulation	By Boiler Middle Northwest Corner Room Basement	West Wall Of Basement	8 EA	Cream, fibrous clumped compound	60% Chrysotile
14064.01-54 Joint Mud Insulation	By Boiler Middle Northwest Corner Room Basement	West Wall Of Basement	8 EA		Sample Archived

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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Sample Type	Sample Location	Material Extent	Quantity	Description	Asbestos Content
14064.01-55 Joint Mud Insulation	By Boiler Middle Northwest Corner Room Basement	West Wall Of Basement	8 EA		Sample Archived
14064.01-56 Mortar In Stone Wall	East Wall Of 401 E 2nd Bldg	Foundation	1800 SF	White, coarse-grain compound	None Detected

Analysis: EPA-600/M4-82-020 and EPA 600/R-93/116 Methods using PLM - Asbestos

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 04/27/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-01	LAYER 1	Off-white hard vinyl tile	vinyl		2 % Chrysotile
AB-1809819			acid soluble		
	LAYER 2	Black tacky mastic	mastic/glue asphaltic		None Detected
	LAYER 3	Red hard vinyl tile	vinyl		4 % Chrysotile
			acid soluble		
	LAYER 4	Black tacky mastic	mastic/glue asphaltic		None Detected

Subsamples ashed for quality assurance.

14064.01-02
 AB-1809820

Sample Archived

Sample archived; not analyzed per request.

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City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 04/27/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-03	LAYER 1	Green hard vinyl tile	vinyl		4 % Chrysotile
AB-1809821			acid soluble		
	LAYER 2	Black tacky mastic	mastic/glue asphaltic		<1% Chrysotile

Subsamples ashed for quality assurance.

14064.01-04

Sample Archived

AB-1809822

Sample archived; not analyzed per request.

14064.01-05	LAYER 1	Green hard vinyl tile	vinyl		5 % Chrysotile
AB-1809823			acid soluble		
	LAYER 2	Black tacky mastic	mastic/glue asphaltic		None Detected

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
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JSE Project: 14064.01
Analysis Date: 04/30/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-06	LAYER 1	Beige hard vinyl tile	vinyl		3 % Chrysotile
AB-1809824			acid soluble		
	LAYER 2	Black mastic/cream compound	mastic/glue acid soluble		<1% Chrysotile

Subsamples ashed for quality assurance.

14064.01-07

Sample Archived

AB-1809825

Sample archived; not analyzed per request.

14064.01-08	LAYER 1	Yellow mastic	mastic/glue binders		None Detected
AB-1809826					
	LAYER 2	Grey/ green hard vinyl tile	vinyl acid soluble		4 % Chrysotile
	LAYER 3	Black tacky mastic	mastic/glue		<1% Chrysotile
	LAYER 4	White hard compound chunk	asphaltic acid soluble binders		None Detected

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles

Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01

Analysis Date: 04/30/2018

Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-09	LAYER 1	Brown curved cove base	synthetic		None Detected
AB-1809827			binders		
	LAYER 2	Brown brittle mastic flakes	mastic/glue binders	0.1% wollastonite lathes	None Detected
Subsamples ashed for quality assurance.					
14064.01-10	LAYER 1	Brown curved cove base	synthetic		None Detected
AB-1809828			binders		
	LAYER 2	Brown brittle mastic flakes	mastic/glue binders		None Detected
Subsamples ashed for quality assurance.					

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
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JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-11	LAYER 1	White paint w/ powder texture	paint	4% mica	None Detected
AB-1809829			acid soluble		
	LAYER 2	White gypsum w/ brown paper	gypsum paper	15% Cellulose	None Detected

Subsamples ashed for quality assurance. Paint not separable from texture and included in analysis results. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos.

14064.01-12	LAYER 1	Cream paint w/ powder	paint	5% mica	1 % Chrysotile
AB-1809830			acid soluble		
	LAYER 2	Cream paper w/ powder	paper acid soluble	40% Cellulose 6% mica	2 % Chrysotile
	LAYER 3	White gypsum w/ brown paper	gypsum paper	15% Cellulose	None Detected

Subsamples ashed for quality assurance. Paint not separable from texture and included in analysis results. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos.

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City of The Dalles
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JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-13	LAYER 1	Cream paint w/ powder texture	paint	3% mastic/glue	2 % Chrysotile
AB-1809831			acid soluble		
	LAYER 2	Off-white gypsum w/ paper	gypsum paper	20% Cellulose	None Detected

Subsamples ashed for quality assurance. Paint not separable from texture and included in analysis results. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos.

14064.01-14	LAYER 1	Cream/tan paint w/ powder texture	paint		None Detected
AB-1809832			acid soluble		

Sample ashed for quality assurance. Paint not separable from texture and included in analysis results.

14064.01-15	LAYER 1	Cream/tan paint w/ powder texture	paint		None Detected
AB-1809833			acid soluble		

Sample ashed for quality assurance. Paint not separable from texture and included in analysis results.

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JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-16	LAYER 1	White paint w/ powder	paint		None Detected
AB-1809834			acid soluble		
	LAYER 2	Tan fibrous material	filler binders	30% Fibrous Glass 50% Cellulose	None Detected

Subsamples ashed for quality assurance.

14064.01-17	LAYER 1	Cream fluffy fibrous fill	opaque	94% Fibrous Glass	None Detected
AB-1809835			acid soluble	0.1% Cellulose	

Subsamples ashed for quality assurance.

14064.01-18	LAYER 1	Yellow paint/ tan paper	paint		None Detected
AB-1809836			paper		
	LAYER 2	Tan powder skim coat	acid soluble binders		None Detected
	LAYER 3	White coarse-grain plaster	acid soluble rock particles	2% Cellulose	None Detected

Subsamples ashed for quality assurance.

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 Ph: 503-659-8338 Fax 503-659-7577
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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-19	LAYER 1	White coarse-grain plaster	acid soluble		None Detected
AB-1809837			rock particles		

Subsamples ashed for quality assurance.

14064.01-20	LAYER 1	Gray cement compound	cementitious	1% Cellulose	None Detected
AB-1809838			aggregate	2% wollastonite lathes	

Sample ashed for quality assurance.

14064.01-21	LAYER 1	Black fibrous tar	asphaltic aggregate	3% Cellulose	None Detected
AB-1809839					

Sample ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-22	LAYER 1	Silver paint w/ black fibrous, vitreous tar	paint		4 % Chrysotile
AB-1809840			asphaltic		

Sample ashed for quality assurance.

14064.01-23	LAYER 1	Red composite	binders		<1% Chrysotile
AB-1809841			aggregate		
	LAYER 2	Gray compound mortar	mortar		1 % Chrysotile
			cementitious		
	LAYER 3	Black tar	asphaltic		8 % Chrysotile
			filler		

Subsamples ashed for quality assurance. Red brick & gray mortar likely contaminated due to contact w/ tar.

14064.01-24	LAYER 1	Silver paint w/ black tar	paint	5% Fibrous Glass	<1% Chrysotile
AB-1809842			asphaltic	2% Cellulose	
	LAYER 2	Black fibrous, vitreous tar	asphaltic aggregate	15% Fibrous Glass	8 % Chrysotile
	LAYER 3	Brown paper w/ black tar	asphaltic	10% Fibrous Glass	None Detected
			paper	10% Cellulose	

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-25	LAYER 1	Silver paint w/ black, fibrous, vitreous tar	paint	15% Fibrous Glass	None Detected
AB-1809843			asphaltic	5% Cellulose	

Sample ashed for quality assurance.

14064.01-26	LAYER 1	Brown rock pieces w/ tar	paint	15% Fibrous Glass	<1% Chrysotile
AB-1809844			asphaltic	4% Cellulose	
	LAYER 2	Black vitreous tar w/ netting	asphaltic aggregate	10% Fibrous Glass 2% Cellulose	None Detected
	LAYER 3	Black fibrous, vitreous tar	asphaltic aggregate	10% Fibrous Glass	1 % Chrysotile
	LAYER 4	Brown paper w/ vitreous tar	paper asphaltic	10% Cellulose	None Detected

Sample ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-27	LAYER 1	Tan wood w/ mastic & rock pieces	mastic/glue		None Detected
AB-1809845			rock particles		

Sample ashed for quality assurance.

14064.01-28	LAYER 1	Blue speckled vinyl	vinyl	3% Fibrous Glass	None Detected
AB-1809846			binders	2% Cellulose	
	LAYER 2	Gray felt w/ mastic & wood	mastic/glue wood	7% Fibrous Glass 15% Cellulose 2% wollastonite lathes	None Detected

Subsamples ashed for quality assurance.

14064.01-29	LAYER 1	Tan vinyl tile	vinyl aggregate		5 % Chrysotile
AB-1809847					
	LAYER 2	Black mastic upper	mastic/glue binders		None Detected
	LAYER 3	Yellow mastic lower	mastic/glue binders		None Detected

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
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14064.01-30
 AB-1809848

Sample Archived

Sample archived; not analyzed per request.

14064.01-31 AB-1809849	LAYER 1	Brown cove base	synthetic binders		None Detected
	LAYER 2	Brown flaky mastic	mastic/glue binders	0.1% wollastonite lathes	None Detected

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-32 AB-1809850	LAYER 1	Off-white paint/ sand	paint		None Detected
			sand		
	LAYER 2	Cream paper/ compound	paper acid soluble	60% Cellulose	None Detected
	LAYER 3	Tan paint	paint binders		None Detected
	LAYER 4	White gypsum wallboard	paper gypsum	12% Cellulose	None Detected

Subsamples ashed for quality assurance. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos.

14064.01-33 AB-1809851	LAYER 1	White paint/ grey compound	paint acid soluble		1 % Chrysotile
	LAYER 2	Cream paper/ grey compound	paper acid soluble	55% Cellulose	1 % Chrysotile
	LAYER 3	White gypsum wallboard	paper gypsum	12% Cellulose	None Detected

Subsamples ashed for quality assurance. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-34 AB-1809852					Sample Archived

Sample archived; not analyzed per request.

14064.01-35 AB-1809853	LAYER 1	White soft flexible compound w/paint	acid soluble paint		None Detected
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Subsamples ashed for quality assurance.

14064.01-36 AB-1809854	LAYER 1	Light brown shredded paper fill	binders rock particles	98% Cellulose	None Detected
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Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-37	LAYER 1	Tan marbled vinyl	vinyl		4 % Chrysotile
AB-1809855			CaC03		
	LAYER 2	Black mastic	mastic/glue asphaltic		None Detected

Subsamples ashed for quality assurance.

14064.01-38	LAYER 1	Green mottled vinyl sheet	vinyl		None Detected
AB-1809856			foam		
	LAYER 2	Beige felt/ yellow mastic	filler mastic/glue	10% Fibrous Glass 40% Cellulose	None Detected
	LAYER 3	Beige vinyl chips	vinyl CaC03		5 % Chrysotile

Subsamples ashed for quality assurance.

14064.01-39	LAYER 1	Gray paint remnant	paint		None Detected
AB-1809857			binders		
	LAYER 2	Green mottled vinyl sheet	vinyl foam		None Detected
	LAYER 3	Beige felt	filler binders	10% Fibrous Glass 45% Cellulose	None Detected
	LAYER 4	Yellow mastic	mastic/glue binders		None Detected

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-40 AB-1809858	LAYER 1	Brown curved vinyl	vinyl		None Detected
			acid soluble		
	LAYER 2	Cream mastic	mastic/glue binders		None Detected
	LAYER 3	Cream paint/ powder compound	paint		None Detected
			acid soluble		
	LAYER 4	Cream paper remnant	paper	70% Cellulose	None Detected
			filler		
Paint is inseparable from underlying powder compound and is included in analysis results for Layer 3. Subsamples ashed for quality assurance.					
14064.01-41 AB-1809859	LAYER 1	Gray mottled vinyl sheet	vinyl		None Detected
			foam		
	LAYER 2	Cream felt	filler binders	10% Fibrous Glass 40% Cellulose	None Detected
	LAYER 3	Tan mastic/ gray compound	mastic/glue		None Detected
			acid soluble		
	LAYER 4	Black mastic	mastic/glue asphaltic		None Detected

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 04/30/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-42	LAYER 1	Beige/ cream vinyl	vinyl		None Detected
AB-1809860			acid soluble		
	LAYER 2	Clear yellow mastic	mastic/glue binders		None Detected

Subsamples ashed for quality assurance.

14064.01-43	LAYER 1	Brown flexible sheet	binders		None Detected
AB-1809861			acid soluble		
	LAYER 2	Yellow mastic	mastic/glue binders		None Detected
	LAYER 3	White powder trace	acid soluble binders		None Detected

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 04/30/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-44	LAYER 1	White paint/ powder skim coats	paint		None Detected
AB-1809862			acid soluble		
	LAYER 2	White powder compound	acid soluble binders		None Detected
	LAYER 3	White gypsum board/ paper	gypsum paper	1% Cellulose	None Detected

Paint is inseparable from underlying powder skim coats and is included in analysis results for Layer 1. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos. Subsamples ashed for quality assurance.

14064.01-45	LAYER 1	White paint/ powder skim coats	paint		None Detected
AB-1809863			acid soluble		
	LAYER 2	White powder compound	acid soluble binders		1 % Chrysotile
	LAYER 3	White gypsum board/ paper	gypsum paper		None Detected

Paint is inseparable from underlying powder skim coats and is included in analysis results for Layer 1. Analysis of the brown fibrous paper layer is included in the analysis of the gypsum wallboard layer. Both gypsum and paper tested negative for asbestos. Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date:
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-46					Sample Archived
AB-1809864					

Sample archived; not analyzed per request.

14064.01-47	LAYER 1	Gray cementitious chips	cementitious		None Detected
AB-1809865			rock particles		
	LAYER 2	Orange coarse- grain aggregate	terracotta rock particles		None Detected

Subsamples ashed for quality assurance.

14064.01-48	LAYER 1	Blue paint/ powder skim coats	paint		None Detected
AB-1809866			acid soluble		
	LAYER 2	Off-white compound	acid soluble binders		5 % Chrysotile
	LAYER 3	White coarse- grain cement	acid soluble rock particles		None Detected

Paint is inseparable from underlying powder skim coats and is included in analysis results for Layer 1. Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 04/30/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-49	LAYER 1	Gray cementitious board	cementitious		25 % Chrysotile
AB-1809867			rock particles		

Subsamples ashed for quality assurance.

14064.01-50	LAYER 1	Off-white woven sheet	binders		None Detected
AB-1809868			opaque		
	LAYER 2	Gray thick felt	binders acid soluble	40% Cellulose 35% Synthetic 0.1% talc	<1% Chrysotile

Subsamples ashed for quality assurance. Talc: Talc fibers were located during this analysis episode however not all talc-like fibers could be positively confirmed. Due to the similarity of fibrous talc with other asbestos types, TEM is recommended to determine asbestos content.

14064.01-51 **Sample Archived**
 AB-1809869

Sample archived; not analyzed per request.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date:
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
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14064.01-52
 AB-1809870

Sample Archived

Sample archived; not analyzed per request.

14064.01-53
 AB-1809871

LAYER 1

Cream fibrous
 clumped compound

acid soluble
 binders

60 % Chrysotile

Subsamples ashed for quality assurance.

14064.01-54
 AB-1809872

Sample Archived

Sample archived; not analyzed per request.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date:
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
14064.01-55					Sample Archived
AB-1809873					

Sample archived; not analyzed per request.

14064.01-56	LAYER 1	White coarse-grain compound	acid soluble	0.1% Cellulose	None Detected
AB-1809874			rock particles		

Subsamples ashed for quality assurance.

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Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

City of The Dalles
 Project: Old Tony's Clothing 401 2nd St The Dalles, OR

JSE Project: 14064.01
Analysis Date: 05/01/2018
Report Date: 05/02/2018

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
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Analyst:

Darlene Conrad

Chris Maldonado

Erik Shafer

Lucinda Vranizan

Approved Signatory

Date 05/02/2018

JSE is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos analysis by EPA-600/M4-82-020 and EPA/600/R-93/116 methods for polarized light microscopy (PLM).

Analysis results are solely for the sample(s) analyzed. Asbestos content for an inhomogeneous sample is reported by layer when it is possible to subsample the discrete strata for individual analysis. Small diameter fibers may not be detected by this method.

Quantification is performed using visual area estimation unless otherwise stated in the report. Qualitative and quantitative transmission electron microscopy (TEM) analysis may be recommended for difficult samples. Quantitative analysis by PLM point count or TEM is recommended for sample(s) testing at < or = to 10% asbestos.

Asbestos includes the following minerals: chrysotile, amosite, crocidolite, tremolite, actinolite, anthophyllite. "Matrix" is defined as non-asbestos, non-binder fibrous and non-fibrous components. "Binder" is defined as a component added for cohesiveness. Non-asbestos sample constituents may not be definite.

This report may not be used to claim product certification, approval or endorsement by NVLAP, NIST or any agency of the Federal Government. If the NVLAP logo does not appear beneath the JSE logo of this report then "This report contains data not covered by the NVLAP accreditation." (NIST Handbook 150, 2006.) Amended reports supercede all previous reports.

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SAMPLE INVENTORY

City of the Dalles
 Project: 401 E 2nd St. The Dalles OR
 Project ID:

JSE Project: 14064.01

Batch #: 1800350

Report Date: 05/01/2018

Sample ID	Sample Location	Material	Limit of Detection	Lead Analysis
14064.01-Pb01 Pb-1800350	Exterior on Brick	PAINT	235 ppm	<235 ppm
14064.01-Pb02 Pb-1800351	Exterior on CMM	PAINT	212 ppm	<212 ppm
14064.01-Pb03 Pb-1800352	Exterior Parapet	PAINT	178 ppm	301 ppm
14064.01-Pb04 Pb-1800353	2nd Floor Wall-Plaster	PAINT	209 ppm	3,490 ppm
14064.01-Pb05 Pb-1800354	West Wall-Plaster	PAINT	191 ppm	1,090 ppm
14064.01-Pb06 Pb-1800355	Wall-Drywall	PAINT	198 ppm	<198 ppm

Lead Paint Summary

Results are located in the far right column of JSE's Sample Inventory page.

- If results are less than the Limit of Detection (LOD), the paint may still contain an undetectable amount of lead between 0 and the LOD.
- If results are greater than the LOD, the paint contains lead.

Threshold Values to Consider:

OSHA	Paint that tests above the limit of detection is considered lead-containing. -Occupational Safety and Health Administration
EPA/OHA	Paint that tests above 5000 ppm (0.5%), or 1 mg/cm ² , is considered lead-based. -Environmental Protection Agency / Oregon Health Authority, Oregon.Gov, Phone: 971-673-0440, Toll free: 877-290-6767

Analysis: EPA SW846 Method 3050/7420 Flame Atomic Absorption - LEAD



Tuesday, February 18, 2020

Brian Casady
bcasady@meadowoutdoor.com
541-993-4839

Site Address – 401 E 2nd St, The Dalles, OR 97058

Dear Brian:

Alpha Environmental Services, Inc. (Alpha) is pleased to provide this proposal to properly remove and dispose of the built-up roofing, cement asbestos boards, exterior wall panels, hard fittings, pipe insulation wrap, skim coat on concrete panels and tile and mastic flooring at the subject site. This proposal is based on information collected during Alpha's site visit on Monday, February 17, 2020. Alpha's site visit was limited to the basement and building 401 to 407.

Unless otherwise specified, this proposal does not address other areas of the residence, areas beneath or behind insulation or otherwise not readily visible during our site visit. Proposal is only for the specific tasks listed below.

This proposal is dependent upon the DEQ work variance being accepted. Alpha must receive signed proposal to begin submittal of work variance to the DEQ.

Prior to start of abatement procedure beginning please review the following:

- a) Signed proposal properly filled out by client responsible for payment returned to Alpha Environmental Services, Inc.
- b) Client to pay non-refundable deposit, outlined in the fee schedule, to allow for proper materials and equipment to be purchased and crew to be scheduled
- c) Alpha Environmental Services, Inc. responsible for filing DEQ ASN 1 form providing 10-day notification prior to beginning abatement work
- d) Area to be abated must be completely cleared of any furniture, décor, etc. that is not part of the building structure. In cases of bathroom abatement this may include the vanity, toilet and/or bathtub if ACM (asbestos containing material) cannot be completely removed.
- e) Water and power to be provided by property owner, client, prior to abatement beginning

Plan for Removal and Proper Disposal of Asbestos Containing Built-Up Roofing, Cement Asbestos Boards, Exterior Wall Panels, Hard Fittings, Pipe Insulation Wrap, Skim Coat on Concrete Panels, And +

Tile and Mastic Flooring

- f) Pre-clean area to be abated
- g) Set up contamination area three-chamber decontamination area

- h) Set up HEPA negative air machine and exhaust outdoors where applicable
- i) Remove built-up roofing, cement asbestos boards, exterior wall panels, hard fittings, pipe insulation wrap, skim coat on concrete panel and tile and mastic flooring in the basement and building 401 to 407.
- j) Double bag, haul, and dispose of asbestos containing material into 6 mil marked bags per Federal & State Regulations
- k) Clearance sampling by third party to ensure no impropriety
- l) Post abatement cleaning

All labor and disposal to be performed in accordance to Oregon DEQ and EPA regulations. Certified workers and supervisors will be required to wear proper personal protective equipment.

Fee

Our fee to perform the tasks outlined in this proposal is as follows:

Removal and Proper Disposal of Asbestos Containing built up roofing, cement asbestos boards, exterior wall panels, hard fittings, pipe insulation wrap, skim coat on concrete panels, and tile and mastic flooring in the basement and building 401 to 407 by certified asbestos workers and supervisors following DEQ guidelines

- **DEQ Form ASN-1 Fee.....\$1,700.00**
- **Set up containment area\$1,588.00**
- **Remove 20,200 SQ. FT. of tile and mastic flooring in the hallway, restroom, stairs and stair landing for loft\$70,700.00**
- **Remove 13,500 SQ. FT. of built up roofing in the building 401 roof, silver coat and roof patching:\$60,750.00**
- **Remove 2,000 SQ. FT. of exterior wall panels in the exterior of building:\$18,622.00**
- **Remove 2,000 SQ. FT. of skim coat on concrete panels in the upper walls fronting streets: \$6,400.00**
- **Remove 100 SQ. FT. of pipe insulation wrap in the basement:\$2,824.00**
- **Remove 8 hard fittings in the basement:\$1,240.00**
- **Remove 50 SQ. FT. of cement asbestos board debris pile in basement:\$1,220.00**
- **Clearance Sampling\$1,250.00**
- **Remove Containment Area\$420.00**
- **DEQ Form ASN-4, proper transport and disposal of hazardous material.....\$1,989.00**

Total: \$168,703.00

A non-refundable deposit of \$84,351.50, half the total price, will be required upon scheduling

Warranties, Limitations, and Exemptions

Alpha is a licensed contractor in the states of Oregon and Washington. We maintain bonding and insurance for General Contracting and Professional Liability in the amount of \$1,000,000 and \$2,000,000 per occurrence for all environmental issues performed by Alpha such as fungus, radon, underground tanks and other environmental cleanups. All field work will follow Alpha's standard Health and Safety Policies and Procedures, and potential site hazards will be reviewed with personnel prior to beginning work. Alpha warrants that the plan described above shall be performed according to the methodologies set forth in this proposal, which represent good commercial and customary practice.

Even with the proper abatement methodologies, conditions may exist that could not be identified within the scope of the site inspection or which were not reasonably identifiable from the available information. The methodologies of the plan are intended to provide the client with one-time abatement of contemporaneous issues specifically identified during the site visit in specifically addressed areas of the residence.

Accessible areas are defined as being areas or surfaces that Alpha workers can reasonably reach using our standard abatement equipment. Alpha will not move insulation, household possessions, or other such materials in the process of abatement unless specifically stated.

Alpha reserves the right to perform its own internal inspection of its own work before any third-party inspector inspects the work and reserves the right to be present when any third-party inspection occurs. Alpha will not be held responsible for any repairs or additional work recommended by such inspector unless Alpha is provided an opportunity to perform its own inspection and to attend any third-party inspection.

Alpha will not be held responsible for incidental damage to building materials, furnishings, or items that might occur during the abatement process. Alpha will not be held responsible for damages resulting from working on or near building materials in poor condition (e.g., dry rot and rusty pipes).

Care will be exercised to impact the site as little as possible; however, Alpha is not responsible for impacts to the Site that may occur due to the normal field process. When removing the containment barrier Alpha will take the best care possible to maintain original condition, however, according to the DEQ, the containment area is required to be airtight. Paint being removed from walls, trim, ceilings, etc. is common and should be planned for by the site owner. Staples and glue may also be left when removing the containment area. Alpha is not responsible for removing all staples or replacing any paint, trim, ceiling, textures, etc. Abatement projects can cause changes in subsurface conditions and may impact nearby or local utilities, structures, foundations, landscaping, or overlying landscaping or features. Alpha is not responsible for issues such as water intrusion, surface stability, foundation weakening, or other related effects. By signing this contract client agrees not to hold Alpha responsible for any resulting changes or impacts that occur due to the aforementioned issues or other issues beyond Alpha's scope or control.

Payment

If Alpha does not complete work at the site due to responsible party terminating project, the amount due will be based on the amount of work performed.

Payment of the Balance and any applicable change order(s) is due upon completion of the project. No documentation will be provided until Alpha has received payment. Payment arrangements must be agreed upon prior to the start of any work.



Asbestos Abatement Proposal for
401 E 2nd St
The Dalles, OR 97058
Page 4

Unless other arrangements have been made in writing, a fee of 1.5% per month of total amount billed may be charged if the invoice is not paid within 30 days.

Proposal Acceptance

To accept this proposal, please sign below and return this page by mail, email, or fax to (503) 203-1516.

If you have any questions, please feel free to contact me at:

Property Owner/Representative

Date

Printed Name

Email Address

Phone #

Attachments: Stated Terms and Conditions, Payment Page, and Required Notices for Residential Construction Projects

ALPHA ENVIRONMENTAL SERVICES, INC.
STANDARD TERMS AND CONDITIONS

1. **SCOPE OF WORK.** Alpha Environmental Services, Inc. ("Contractor") shall furnish all labor, supervision, materials, equipment, tools and supplies necessary to complete the repair, remediation and/or improvements as set forth in the attached Proposal and in any drawings and specifications incorporated into the Proposal (the "Work"). The Work shall be performed in a good and workmanlike manner. Contractor may, at its discretion, engage licensed subcontractors to perform portions of the Work. Contractors shall not be liable to perform, or liable for damages arising out of, work that is excluded from the Work Estimate and/or work that is performed by a separate contractor pursuant to a direct contract between Owner and such separate contractor.

2. **WORK SITE.** The Work shall be constructed on the site of Owner located at the Site. Owner hereby authorizes Contractor to commence the Work on the Work Site and to perform all activities at the Work Site as may be required in the judgment of the Contractor to complete the Work.

3. **CONTRACT PRICE.** Owner will pay Contractor for the performance of the Work the price set forth in the Work Estimate, subject to changes as set forth below, and pursuant to the payment terms set forth below.

4. **PERMITS.** Upon notice to proceed, Contractor shall obtain at Owner's costs all required permits to perform the Work and furnish the Owner with a copy of same. Contractor shall comply with all applicable codes, safety ordinances, local, state and federal laws, and the like applicable to or related to the Work.

5. **PAYMENTS.**

- a. Initial Payment: Owner shall pay Contractor the initial payment, in the amount set forth in the Proposal, prior to commencement of the work and may be used at the Contractor's discretion to acquire materials, mobilize equipment to the Work Site and/or to pay the Contractor's General and Overhead expenses associated with the Work.
- b. Progress Payments: Owner shall pay stated progress payments to Contractor in the amounts set forth in the Proposal and at the times specified in the Work Estimate.
- c. Final Payment: Owner shall pay Contractor the final payment in the amount set forth in the Proposal within five days of the date of the Contractor's notification to Owner that the Work is complete.
- d. Changes: The payments described in Section 7(a)-(c) and set forth in the Proposal may be modified pursuant to written change order as set forth below in paragraph 7.
- e. Late Payment/Default: If a payment is not received in full within ten days of the date such payment is due pursuant to the Proposal, Contractor shall have the right to immediately cease work and to initiate any applicable legal proceeding to collect the amount due together with interest at 1.5 % per month.

Prior to final payment for the Work, Contractor shall provide Owner with proof of release of all claims against Owner for Work performed under these Terms and Conditions.

7. **CHANGE ORDERS.** Contractor will be compensated as a result of a change in the scope of Work that increases costs through a written Change Order, which may also increase the Contract Time and/or modify the Contract payment schedule. Contractor shall not proceed with changes in the scope of Work (either additions or deletions) without a Change Order by, signed by both Owner and Contractor and stating the method of payment or amount of dollars and the time involved in the change.

8. **CHANGES, TERMINATION.** In the event a miscalculation of the project scope, change in site condition(s) or change in regulatory requirement(s), which causes a significant* increase in project costs, Alpha reserves the right at its sole discretion to adjust the project or contract price accordingly. It is expressly agreed that, notwithstanding any other provisions of this contract, Alpha shall not incur any penalty or otherwise be obligated to complete the contract or project described herein, if the project cost exceeds the reasonable value of the contract established by fair market value. Any and all disputes, controversies or claims arising out of, relating to or in connection with this contract, including, without limitation, any dispute regarding its arbitrability, validity or termination, or the performance or breach thereof, shall be exclusively and finally settled by arbitration administered by the American Arbitration Association (AAA).

9. **STANDARD WARRANTY.** Contractor hereby assigns all equipment and vendor warranties to Owner and will deliver all manuals, books, etc. to Owner. Contractor's standard warrant for work is a period of thirty (30) days from Contractor's notice to Owner that the Work is complete. Contractor will remedy any defective labor performed by Contractor during this period at no charge. Contractor is not responsible for the cost to repair or replace defective materials. Contractor does not warrant the quality of materials purchased directly by Owner and shall not be liable to Owner for the cost to replace materials purchased directly by owner. Except as provided in this paragraph, Contractor specifically disclaims any warranty obligations to Owner.

10. **NOTICE DOCUMENTS INCORPORATED.** The documents attached to these Terms and Conditions, specifically: (1) Information Notice to Owner about Construction Liens (ORS 87.093); (2) Consumer Protection Notice (ORS 701.330(1)); (3) Notice of Procedure (ORS 701.330); (4) Notice of Right to Lien (87.021); and (5) Lead-Based Paint Disclosure and Pre-Renovation Form (the "Notice Documents") are expressly incorporated herein and, by signing these Terms and Conditions, Owner represents that has read and understands the information conveyed in the Notice Documents. Owner also agrees to fully execute and provide to Contractor the Notice Documents.

11. **GOVERNING LAW.** This contract shall be interpreted and governed in accordance with the laws of the State of Oregon.

12. **ENTIRE AGREEMENT.** These Terms and Conditions and the attached Work Proposal constitute the entire agreement of the parties. This contract contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the contract's subject matter. No other agreements, oral or written, pertaining to the Work exists between the parties. These Terms and Conditions may only be modified by a written agreement signed by both parties. All notices shall be in writing to the addresses stated herein.

PAYMENT PAGE

Please sign below in the selected payment arrangement section with payment information included and indicate with signed proposal. Proposal will not be considered a valid contract unless payment information is included.

Escrow

If client would like to finance project until payment is processed through escrow please include information below. Please note, payment through escrow is due within 30 days of starting the project. If payment is more than 30 days after the start of date, Alpha may charge a 5% fee to the project total.

Escrow Officer

Title Company

Email Address

Phone #

Closing Date

Credit Card

Due to Alpha's internal security policies to protect our clients, we do not record credit card information electronically. Payment by credit card must be made by phone or by submitting information in writing by fax. By selecting and signing for this option client indicates that credit card payment will be made on completion of field work or a partial payment of work performed to date within 30 days of signature. However, credit card information must be provided to Alpha and maintained on internal file in order for project to be scheduled.

Check

Check No.

Check Date (can be postdated for estimated project completion date)

Site Owner/Representative

Date

Printed Name

REQUIRED NOTICES FOR RESIDENTIAL CONSTRUCTION PROJECTS

Inside you'll find:

- A chart summarizing the three notices contractors must give residential property owners.
 1. Consumer Protection Notice
 2. Notice of Procedure (Replaces "Owner's Duty to Contractor in the Event of a Construction Dispute")
 3. Information Notice to Owner about Construction Liens
- A copy of each required notice (Contractors: you may photocopy any of these forms to give to property owners. Be sure to periodically verify with the CCB that you are giving the most current version of the form.)

Construction Contractors Board
PO Box 14140
Salem OR 97309-5052
700 Summer St. NE, Suite 300
503-378-4621, Fax: 503-373-2007
www.oregon.gov/ccb



Required Notices for Residential Construction Projects

Below is a summary of the three consumer notices that contractors working on residential construction projects must provide the property owner. These are only required from the contractor that has a contract with the property owner. These are not required from subcontractors.

	When is it given?	Proof of Delivery	Purpose of the notice	Consequences for not giving notice	Authority
Consumer Protection Notice	At the time of contract when the contract exceeds \$2,000. – Written contracts are required if the contract price is \$2,000 or more.	Contractors must maintain proof of delivery for two years after the contract was entered into. Proof shall include but isn't limited to: • Signed copy of notice; • Phrase in the contract, acknowledging receipt and initialed by the owner; or • Copies of the contract if notice is fully contained in the contract.	<ul style="list-style-type: none"> Explains contractor licensing standards; Bond and insurance requirements; Steps consumers can take for a successful construction project; and What to do if problems occur. 	Civil penalty of up to \$5,000 for several violations.	ORS 701.330 (2007) OAR 812-001-0200 OAR 812-012-0130 ORS 701.992(1)
Notice of Procedure (replaces the "Owner's Duty to Contractor...")	At the time of contract when the contract exceeds \$2,000. – Written contracts are required if the contract price is \$2,000 or more.	Contractors must maintain proof of delivery for two years after the contract was entered into. Proof shall include but isn't limited to: • Signed copy of notice; • Phrase in the contract, acknowledging receipt and is initialed by the owner; or • Copies of the contract if notice is fully contained in the contract.	Explains what a homeowner must do before beginning an arbitration or court action against a contractor.	Civil penalty of up to \$5,000 for several violations.	ORS 701.330 (2007) OAR 812-001-0200 OAR 812-012-0130 ORS 701.992(1)
Information Notice to Owner about Construction Liens	At the time a contract exceeds \$2,000. – Written contracts: If the contract was less than \$2,000, but during the Project, exceeds \$2,000, the contractor must: • Mail or deliver no later than five working days after knowing the price exceeded \$2,000. • May deliver in person, by registered or certified mail, or first class with a certificate of mailing.	Contractors must maintain proof of delivery for two years after the contract was entered into. Proof shall include but isn't limited to: • Signed copy of notice; • Phrase in the contract, acknowledging receipt and is initialed by the owner; or • Copies of the contract if notice is fully contained in the contract.	<ul style="list-style-type: none"> Explains the construction lien law. Includes steps homeowners can take to protect their property from a construction lien and "pay twice" situations. Protect contractor's lien rights. 	<ul style="list-style-type: none"> Civil penalty of up to \$5,000. Contractor can lose lien rights. License may be suspended. 	ORS 87.093 OAR 812-001-0200 OAR 812-012-0130 ORS 701.992(1)



Consumer Protection Notice

Actions to Take When Hiring a Contractor

(ORS 701.330(1))


Oregon law requires contractors to provide the homeowner with this notice at the time of contract, for work on a residential structure. This notice explains licensing standards, bond and insurance requirements, and steps that consumers can take to help their construction project run smoothly.

TAKE ACTION TO HELP MAKE YOUR PROJECT SUCCESSFUL

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
 - **A license also requires the contractor to have a surety bond and liability insurance** - Depending on the license endorsement or category, the CCB surety bond provides from \$5,000 to \$20,000 coverage if the contractor is ordered to pay damages in contract disputes. Insurance coverage provides from \$100,000 to \$500,000 in general liability for property damage and bodily injury caused by the contractor.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders: GET IT IN WRITING!** Always get bids, the contract, and any changes to the contract in writing. Make sure the contractor name, CCB number, and contact information are included on any written documents related to your project.
 - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - **Make sure the contractor's name, CCB number, and contact information** is included in the contract.
 - **For your protection** - *Contracts should be as detailed as possible*. Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses.
 - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
 - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
 - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a **licensed** contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

CONTRACTOR: CCB#: 152125

PROPERTY OWNER:


Signature

Date

Signature

Date



Notice of Procedure

Regarding Residential Construction

Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: 152125

HOMEOWNER:

Alpha Environmental Services, Inc.
Print Contractor Name (as it appears on contract)

Print Homeowner Name (as it appears on contract)

[Signature]
Signature of Authorized Representative Date

Signature Date



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

(over)

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: 152125

PROPERTY OWNER: _____

Alpha Environmental Services, Inc.

Print Name (as it appears on contract)

Print Name (as it appears on contract)

[Signature]

Signature

Date

Signature

Date



19 March 2020

To: Meadow Outdoor Advertising
 c/o Brian Casady
 P.O. Box 331
 The Dalles, OR 97058

Proposal #P20158

RE: Asbestos Abatement
 401 – 407 E. Second Street
 The Dalles, OR 97058

Estimator:

Thank you for the opportunity to submit a rough order of magnitude (ROM) proposal for the removal and disposal of asbestos containing materials (ACM) for the above mentioned project. 3 Kings Environmental Inc. will provide labor to perform the following:

Base Bid – Removal and onsite disposal of ACM materials based upon general plans provided by the client. Please note these are ROM number by category of materials as requested by the client. Scope and proposal to be revised prior to completing contract to adjust rates, disposal and permits.

- **Indoor flooring ACM – ROM \$70,500.00**
 - Up to 16,000 SF of ACM 9 x 9 floor VFT w/ mastic (green & beige) - hallway, restroom, stairs, landing for loft (yellow mastic in restroom non-ACM)
 - Up to 3,600 SF of ACM 12 x 12 VFT and mastic - main floor and loft of 401 (corner) building - over the top of 9 x 9 VFT listed above.
- **Exterior panels and skim coat ACM – ROM \$41,600.00**
 - Up to 2,000 SF of ACM exterior wall panels - exterior façade on upper walls facing E, 2nd & Federal Streets
 - Up to 2,000 SF of ACM skim coat on concrete panels - concrete façade, upper walls fronting streets. Assumed to be included with the paneling listed above. If this coating is separate from these panels than pricing will need to be revised.
- **Roof and silver coat ACM – ROM \$37,705.00**
 - Up to 6,250 SF of ACM built up roofing (BUR) - roof of 401 Building, includes sections of roof patching
 - Up to 7,250 SF of ACM silver coat - roof of 401 building, parapet walls of CMU building - RENDER non-friable then abate. Assumes 1000SF of silver coat not included with roofing SF quantities.

- **Miscellaneous Indoor ACM – ROM \$17,250.00**
 - Up to 850 SF of ACM CAB - walls and ceiling in rooms along West wall of the basement
 - Up to 20 CF of ACM CAB debris - pile in South central part of basement
 - Up to 120 LF of ACM pipe insulation - abandoned steam lines in part of basement
 - Up to 8 ACM hard fittings - T fittings and elbows on steam line
 - Up to 120 primarily 8' light tubes
 - Up to 100 ballasts
 - Up to 8 mercury switches
- **Exclusions:**
 - Upon receipt of signed service agreement, 3 Kings will request a permit. ACM work typically requires a 10 day notification.
 - Includes standard labor rates, does not include prevailing wage rates (please advise if applicable).
 - Working water, power and restroom facilities must be available on site or there will be additional charges for 3 Kings providing these services.
 - Proposal does not include removal or disposal of contents and/or fixtures in these areas (unless otherwise specified). Workspace to be clear of obstructions prior to arrival by 3 Kings. Delays on the part of the client subject to charges for standby and/or mobilization.
 - Additional work to be completed at 3 Kings Extra Work Order (EWO) Time and Materials (T&M) rates as submitted (EWO Cover Sheet, EWO Direct Costs, EWO Equipment Cost and EWO Material Cost) unless lump sum proposal requested and agreed upon by both parties.
 - Proposal does not include repairs to structure or moisture prevention.
 - Proposal good for 30 days.

Proposal exclusions

State taxes or fees, bonds, permits & fees, engineering, layout, more than one mobilization, all other hazardous materials, salvage for others, select demolition, Industrial Hygienist, lead abatement/ lead containing soils. Buildings must pass TCLP, others to make "safe" for removal, electrical/fiber/cable/telephone/water capping disconnects or relocation, work area to be clear and free of all furnishings/debris, temp controls and facilities, shoring, security walls or fencing, any repairs or replacement of disturbed materials, private or publicly installed utilities, unforeseen conditions not normally found in this type of construction, accelerated schedule. This proposal is to become a part of the contract. In case of any conflict between the terms of this proposal and those of the bid documents in this contract, the terms of this proposal control and supersede the terms contained in the bid or contract documents.

If you have any questions feel free to contact me.

Jon Isaacson

3 Kings Environmental, Inc.

(360) 666-5464 office

(360) 907.4510 cell

(360) 666-8202 fax

Jisaacson@3kingsinc.com

**ABATEMENT SERVICE INC**

Client: Brian Casady
Property: 401-407 E 2nd St
The Dalles, OR

Home: (541) 993-4839

Operator: KPABATES

Type of Estimate: <NONE>

Date Entered: 3/24/2020

Date Assigned:

Price List: ORPO8X_MAR20

Labor Efficiency: Restoration/Service/Remodel

Estimate: CASADY_BRIAN

Abatement Services Inc. is a licensed Asbestos Abatement Contractor in the state of Oregon and Washington States. Each Projects Supervisor and laborers have all State Certifications for Asbestos, Mold and Lead abatement projects. All Hazardous Abatement projects follow all OSHA and EPA regulations, but not limited to OSHA hazard Communication (29CFR1910.1200) and respirator protection (29CFR1910.134), Fall Protection and EPA insecticide, Fungal and Rodenticide Act (Section 3). Tax ID # 47-3493783 CCB # 206318 DEQ # FSC774 L&I # ABATESW849BR



ABATEMENT SERVICE INC

CASADY_BRIAN

CASADY_BRIAN

DESCRIPTION	QTY
1. DEQ notification fee	1.00 EA
2. Add for personal protective equipment (hazardous cleanup) 4 guys 2 suits a day for 45 days	360.00 EA
3. Respirator - Half face - multi-purpose resp. (per day)	4.00 DA
4. Respirator cartridge - HEPA only (per pair)	4.00 EA
5. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour (o)(1)-(o)(3)(i) 1926.1101 (o) Competent Person (1) General- On all construction work sites covered by this standard, the employer shall designate a competent person, having the qualifications and authorities for ensuring worker safety and health required by Subpart C, General Safety and Health Provisions for Construction (29 CFR 1926.1020 THROUGH 1926.32) (2) Required Inspections by the Competent Person- Section 1926.1020(b)(2) which requires health and safety prevention programs to provide for frequent and regular inspections of the job sites, materials, and equipment to be made by competent persona, is incorporated. (3) Additional Inspections- In addition, the competent person shall make frequent and regular inspections of the job sites, in order to perform the duties set out below in paragraph (0)(3)(i) of this section. For Class 1 jobs, on-site inspections shall be made at least once during each work shift, and at any time at employee request. For Class 2, 3 and 4, on-site inspections shall be made at intervals sufficient to assess whether conditions have changed and at any reasonable time at employee request. (i) On all worksites where employees are engaged in Class 1 or 2 asbestos work, the competent person designated in accordance with paragraph (e)(6) of this section shall perform or supervise the following duties as applicable: (A) Set up the regulated area, enclosure, or other containment (B) Ensure (by on-site inspection) the integrity of the enclosure on containment (C) Set up procedures to control entry to and exit from the enclosure or containment (D) Supervise all employee exposure monitoring required by this section and ensure that it is conducted as required by paragraph (f) of this section. (E) Ensure that employees working within the enclosure and/or glove-gabs wear respirators and protective clothing as required by paragraphs (h) and (i) of this section. (F) Ensure through on-site supervision, that employees set up, use and remove engineering controls, use work practices and personal protective equipment in compliance with all requirements.. (G) Ensure that employees use the hygiene facilities and observe the decontamination procedures specified in paragraph (j) of this section (H) Ensure the though on-sit inspection, engineering controls are functioning properly and employees are using proper work practices (i) Ensure that notification requirement in paragraph (k) of this section are met.	360.00 HR
6. Air clearance and personal air monitoring	1.00 EA
7. Containment Barrier/Airlock/Decon. Chamber consists of a dirty room to remove tyvek suit, shower and clean room to change back into street cloths	288.00 SF
8. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA
9. Hazardous waste hauling & disposal - (Bid Item) [OPEN ITEM] Will be charged upon completion after all bills have been recieved.	1.00 EA
10. Per Diam 5 guys \$60 per day for 45 day	1.00 EA
11. Hotels [OPEN ITEM] Once we get them schedule I will have pricing	1.00 EA



ABATEMENT SERVICE INC

407

407 Front room

Height: 8'

DESCRIPTION

QTY

12. Containment Barrier/Airlock/Decon. Chamber	980.44 SF
13. Tear out baseboard	121.67 LF
14. Tear out asbestos vinyl floor covering (no haul off)	816.70 SF
15. HEPA Vacuuming - Detailed - (PER SF)	2,613.85 SF

Storage Area/Room

Height: 8'

DESCRIPTION

QTY

16. Containment Barrier/Airlock/Decon. Chamber	473.78 SF
17. Tear out baseboard	58.33 LF
18. Tear out asbestos vinyl floor covering (no haul off)	285.84 SF
19. HEPA Vacuuming - Detailed - (PER SF)	1,045.46 SF

Bathroom

Height: 8'

DESCRIPTION

QTY

20. Containment Barrier/Airlock/Decon. Chamber	170.67 SF
21. Tear out baseboard	21.33 LF
22. Tear out asbestos vinyl floor covering (no haul off)	28.00 SF
23. HEPA Vacuuming - Detailed - (PER SF)	226.67 SF

Hallway

Height: 8'

DESCRIPTION

QTY

24. Containment Barrier/Airlock/Decon. Chamber	329.33 SF
25. Tear out baseboard	41.17 LF
26. Tear out asbestos vinyl floor covering (no haul off)	88.25 SF
27. HEPA Vacuuming - Detailed - (PER SF)	505.83 SF

Office

Height: 8'

DESCRIPTION

QTY

28. Containment Barrier/Airlock/Decon. Chamber	349.33 SF
29. Tear out baseboard	43.67 LF
30. Tear out asbestos vinyl floor covering (no haul off)	113.73 SF


ABATEMENT SERVICE INC
CONTINUED - Office

DESCRIPTION	QTY
31. HEPA Vacuuming - Detailed - (PER SF)	576.79 SF

Warehouse	Height: 8'
DESCRIPTION	QTY
32. Containment Barrier/Airlock/Decon. Chamber	542.67 SF
33. Tear out baseboard	67.83 LF
34. Tear out asbestos vinyl floor covering (no haul off)	286.67 SF
35. HEPA Vacuuming - Detailed - (PER SF)	1,116.00 SF

405

Waiting Area	Height: 8'
DESCRIPTION	QTY
36. Containment Barrier/Airlock/Decon. Chamber	381.33 SF
37. Tear out baseboard	47.67 LF
38. Tear out wet non-salvageable carpet, cut & bag for disp.	141.01 SF
39. Tear out asbestos vinyl floor covering (no haul off)	141.01 SF
40. HEPA Vacuuming - Detailed - (PER SF)	663.35 SF

Hallway	Height: 8'
DESCRIPTION	QTY
41. Tear out baseboard	117.25 LF
42. Tear out wet non-salvageable carpet, cut & bag for disp.	217.69 SF
43. Tear out asbestos vinyl floor covering (no haul off)	217.69 SF
44. HEPA Vacuuming - Detailed - (PER SF)	1,376.83 SF

Receptions	Height: 8'
DESCRIPTION	QTY
45. Containment Barrier/Airlock/Decon. Chamber	292.11 SF
46. Tear out baseboard	36.08 LF


ABATEMENT SERVICE INC
CONTINUED - Receptions

DESCRIPTION	QTY
47. Tear out wet non-salvageable carpet, cut & bag for disp.	89.77 SF
48. Tear out asbestos vinyl floor covering (no haul off)	89.77 SF
49. HEPA Vacuuming - Detailed - (PER SF)	471.65 SF

Office 2
Height: 8'

DESCRIPTION	QTY
50. Tear out baseboard	48.17 LF
51. Tear out wet non-salvageable carpet, cut & bag for disp.	135.75 SF
52. Tear out asbestos vinyl floor covering (no haul off)	135.75 SF
53. HEPA Vacuuming - Detailed - (PER SF)	656.83 SF

Office 3
Height: 8'

DESCRIPTION	QTY
54. Tear out baseboard	40.00 LF
55. Tear out wet non-salvageable carpet, cut & bag for disp.	99.00 SF
56. Tear out asbestos vinyl floor covering (no haul off)	99.00 SF
57. HEPA Vacuuming - Detailed - (PER SF)	518.00 SF

Back Hall
Height: 8'

DESCRIPTION	QTY
58. Tear out baseboard	64.67 LF
59. Tear out wet non-salvageable carpet, cut & bag for disp.	103.02 SF
60. Tear out asbestos vinyl floor covering (no haul off)	103.02 SF
61. HEPA Vacuuming - Detailed - (PER SF)	723.37 SF

Office 4
Height: 8'

DESCRIPTION	QTY
62. Tear out baseboard	39.83 LF
63. Tear out wet non-salvageable carpet, cut & bag for disp.	98.25 SF
64. Tear out asbestos vinyl floor covering (no haul off)	98.25 SF
65. HEPA Vacuuming - Detailed - (PER SF)	515.17 SF



ABATEMENT SERVICE INC

Office 5

Height: 8'

DESCRIPTION	QTY
66. Tear out baseboard	42.83 LF
67. Tear out wet non-salvageable carpet, cut & bag for disp.	111.75 SF
68. Tear out asbestos vinyl floor covering (no haul off)	111.75 SF
69. HEPA Vacuuming - Detailed - (PER SF)	566.17 SF

Utility Room

Height: 8'

DESCRIPTION	QTY
70. Containment Barrier/Airlock/Decon. Chamber	244.00 SF
71. Tear out baseboard	30.50 LF
72. Tear out wet non-salvageable carpet, cut & bag for disp.	56.25 SF
73. Tear out asbestos vinyl floor covering (no haul off)	56.25 SF
74. HEPA Vacuuming - Detailed - (PER SF)	356.50 SF

Office

Height: 8'

DESCRIPTION	QTY
75. Tear out baseboard	36.00 LF
76. Tear out wet non-salvageable carpet, cut & bag for disp.	75.17 SF
77. Tear out asbestos vinyl floor covering (no haul off)	75.17 SF
78. HEPA Vacuuming - Detailed - (PER SF)	438.33 SF

Bathroom

Height: 8'

DESCRIPTION	QTY
79. Tear out baseboard	29.17 LF
80. Tear out wet non-salvageable carpet, cut & bag for disp.	50.25 SF
81. Tear out asbestos vinyl floor covering (no haul off)	50.25 SF
82. HEPA Vacuuming - Detailed - (PER SF)	333.83 SF

401 upper

Upper area

Height: 8'

DESCRIPTION	QTY
83. Containment Barrier/Airlock/Decon. Chamber	1,424.00 SF
84. Tear out baseboard	178.00 LF


ABATEMENT SERVICE INC

CONTINUED - Upper area

DESCRIPTION	QTY
85. Tear out wet non-salvageable carpet, cut & bag for disp.	1,264.90 SF
86. Tear out asbestos vinyl floor covering (no haul off)	1,264.90 SF
87. HEPA Vacuuming - Detailed - (PER SF)	3,953.79 SF

Uppwe Office
Height: 8'

DESCRIPTION	QTY
88. Containment Barrier/Airlock/Decon. Chamber	338.67 SF
89. Tear out baseboard	42.33 LF
90. Tear out wet non-salvageable carpet, cut & bag for disp.	101.98 SF
91. Tear out asbestos vinyl floor covering (no haul off)	101.98 SF
92. HEPA Vacuuming - Detailed - (PER SF)	542.63 SF

Main Level 401
Store
Height: 8'

DESCRIPTION	QTY
93. Containment Barrier/Airlock/Decon. Chamber	200.00 SF
94. Tear out baseboard	300.33 LF
95. Tear out asbestos vinyl floor covering (no haul off)	4,844.15 SF
96. HEPA Vacuuming - Detailed - (PER SF)	4,844.15 SF

Store 2
Height: 8'

DESCRIPTION	QTY
97. Containment Barrier/Airlock/Decon. Chamber	200.00 SF
98. Tear out baseboard	216.00 LF
99. Tear out asbestos vinyl floor covering (no haul off)	1,595.89 SF
100. HEPA Vacuuming - Detailed - (PER SF)	1,595.89 SF

401 Basement


ABATEMENT SERVICE INC

Basement**Height: 8'****DESCRIPTION****QTY**

101. Containment Barrier/Airlock/Decon. Chamber	3,505.69 SF
102. Tear out baseboard	238.83 LF
103. Tear off asbestos siding (no haul off)	300.00 SF
104. HEPA Vacuuming - Detailed - (PER SF)	3,405.69 SF
105. Remove asbestos pipe wrap	1.00 EA

Roof**Roof****Height: 8'****DESCRIPTION****QTY**

106. Containment Barrier/Airlock/Decon. Chamber	4,944.15 SF
107. Tear out baseboard	300.33 LF
108. Roofing removal	4,800.00 SF
109. HEPA Vacuuming - Detailed - (PER SF)	4,844.15 SF

Grand Total

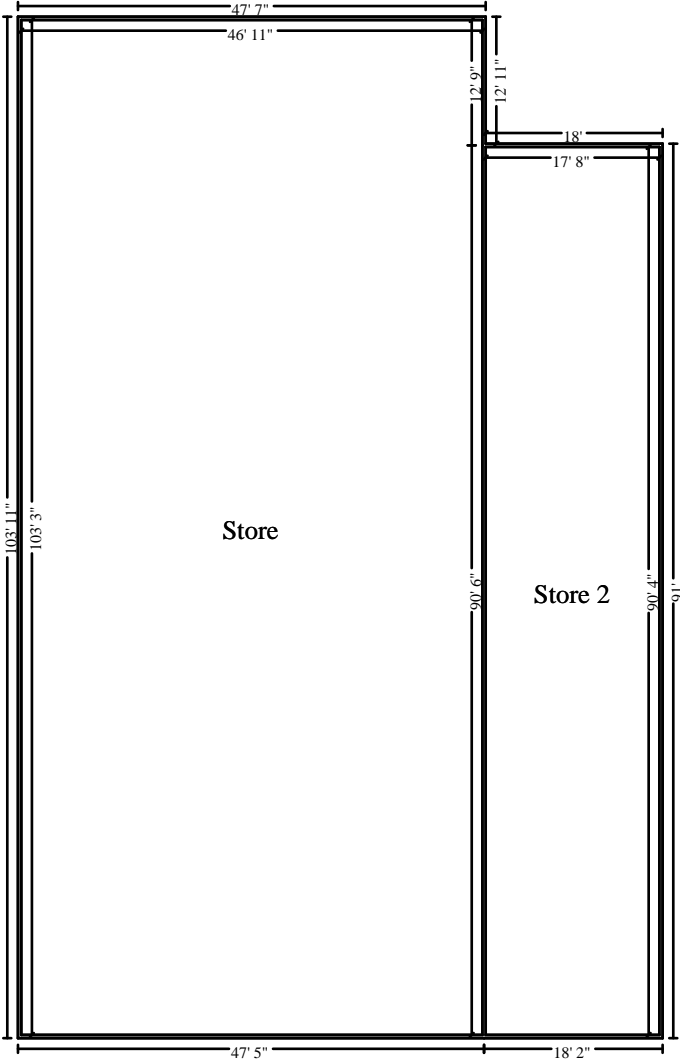
\$191,128.10
Grand Total Areas:

17,317.11 SF Walls	18,853.85 SF Ceiling	36,170.96 SF Walls and Ceiling
18,853.85 SF Floor	2,094.87 SY Flooring	2,162.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	2,177.83 LF Ceil. Perimeter
18,853.85 Floor Area	19,472.10 Total Area	17,317.11 Interior Wall Area
13,689.00 Exterior Wall Area	1,521.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

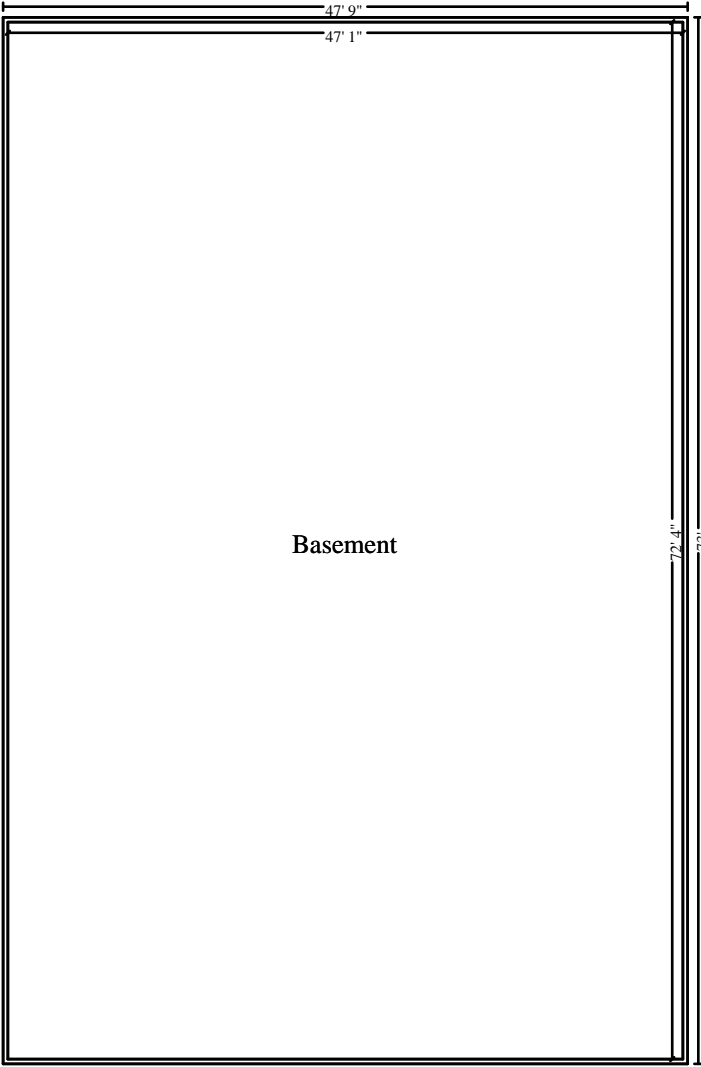
ASI makes every attempt to deconstruct building material that are attempting to be salvaged in a damage free manor. However, in some cases paint may peel when containment tape is pulled down, there may be staples used in containment required by DEQ to insure a solid negative pressure containment without the possibility of a breach. ASI does not accept any liability from damage

**ABATEMENT SERVICE INC**

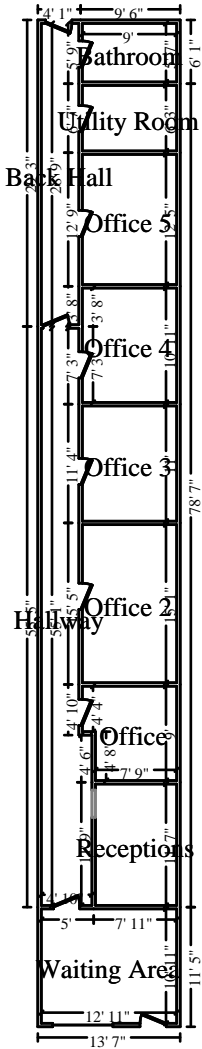
caused by containment tape and staples to any and all building materials.

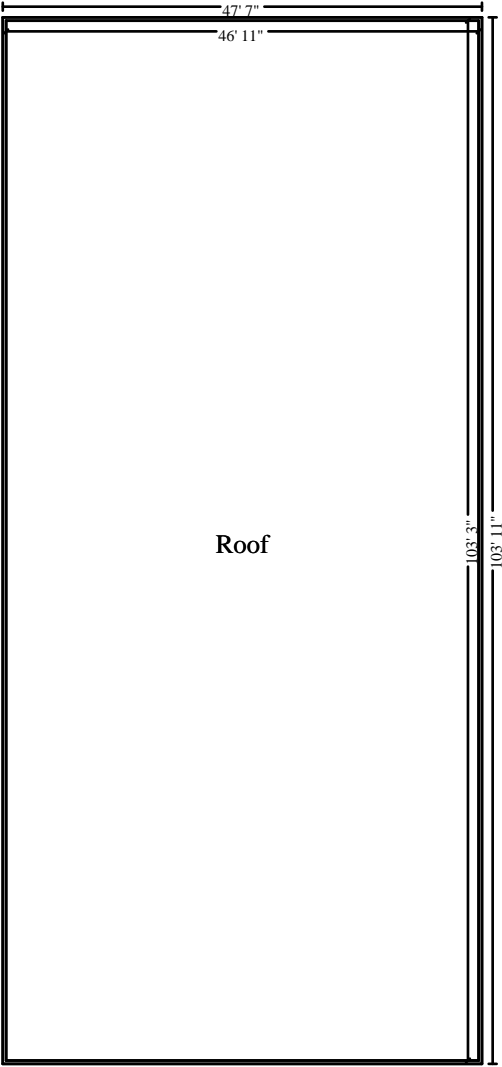


Main Level 401









Roof

