

CITY OF NEWPORT

GOODS AND SERVICES CONTRACT

BUILDING DEMOLITION – NE CORNER OF SE 35th & US101

BASED UPON the quotes submitted in response to a request for quotes for Building Demolition – NE Corner of SE 35th & US101, as issued and administered by City of Newport (City), City and Richey Wrecking Co. (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Initiation to Bid
- (2) Exhibit B – Bid Form
- (3) Exhibit C – Project Specifications & Appendices
- (4) Exhibit D – Oregon Public Contracting Requirements for Goods and Service Contracts

1. Term. The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.

2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within **30 days** of the date given in the Notice to Proceed.

3. Compensation.

3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of **\$19,500.00.**

3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

GOODS & SERVICES CONTRACT

Building Demolition – NE Corner of SE 35th & US101

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured

the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.
10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Fax: (541) 265-3301

CONTRACTOR:

Richey Wrecking Co.
2460 W 11th St.
Eugene, OR 97402
Phone: 541-600-6225
Fax: NA

16. Warranty. Contractor's warranty is as stated within Exhibit A. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and

inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. **Insurance.** Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors & Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,200,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the

assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.8. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.9. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

18. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties,

judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to

this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

24. **Public Contracting Requirements.** Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
25. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. **Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. **Entire Agreement.** This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

CITY OF NEWPORT

RICHEY WRECKING CO.

By: 

By: 

Title: City Manager

Title: PRESIDENT

Date: 4/18/20

Date: 4/15/20

Exhibit A – Initiation to Bid

Invitation to Bid

Newport Public Works hereby requests bids for a **Building Demolition Project** to furnish all labor, equipment and materials for two building demolitions on the NE Corner of SE 35th & US101, more specifically described below:

Owner: City of Newport

Project Name: Building Demolition – NE Corner SE 35th & US101

Project Scope: The site improvement consist of a 4,675 SF building demolition, single story restaurant/auto dealership with a metal frame on a concrete foundation with poured concrete flooring with walls that are a combination of wood frame and concrete. The second building is a 10 x 24 FT Coffee Shop, wood framed structure on a permanent foundation with a crawl space, the building has a central furnace, single restroom in a half bath configuration, full commercial kitchen plumbing arrangement. Demolition includes full foundation and subsurface piping removal with crushed rock backfill. Both building are located on the west side of Tax Lot 11-11-17-DB-01400-00. The contractor shall meet the highest standards prevalent in the industry in providing the demolition services.

Bids Due: No later than 2:00 P.M. on Tuesday, April 7th, 2020.

Prevailing Wage Rates

This job will be a prevailing wage job subject to Oregon Bureau of Labor and Industries (BOLI) standards.

Please return your bid in a sealed envelope appropriately marked and identified as:

"City of Newport – Building Demolition NE Corner SE 35th & US101"

Bids shall be addressed and delivered to:

Timothy Gross, PE, Public Works Director / City Engineer,

City of Newport

169 SW Coast Highway

Newport, Oregon 97365

Contractor and/or subcontractors performing abatement work under this contract shall possess a State and City of Newport business License

Bidding documents may be examined at the Oregon Procurement Information Network (ORPIN) website at: www.orpin.oregon.gov

Contractors, vendors, and suppliers wishing to download the specifications may do so at the ORPIN website. All contractors, vendors, and suppliers interested in the project must register through the ORPIN website so that they may receive addenda and other bidding information that may become available during the advertising and bid period. No other entity or plan center will issue addenda.

No bid will be considered unless fully completed in the manner provided in the Instructions to Bidders, and accompanied by a bid security, executed in favor of the Owner, in the amount not less than 10% of the total amount of the bid.

This contract is for public work and is subject to ORS 279C.800 to 279C.870 regarding prevailing wage rates. Licensing under ORS 468A.710 is not required. The contracting agency may cancel the procurement or reject any or all bids in accordance with ORS 279B.100. Bidder shall submit certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4).

Failure to perform the scope of work identified in the invitation to bid or established performance standards may result in the City taking action that may include but is not limited to:

- 1) Reducing or withholding payment;
- 2) Requiring the contractor to perform, at the contractors expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- 3) Declaring a default, terminating the public contract and seeking damages and other relief available. Contractor shall not assign the contract, delegate duties, or subcontract the delivery of goods or services without prior written approval of the City.

No Bid shall be considered if received later than 2:00 pm, April 7th, 2020. Bids will be opened and read thereafter in the City of Newport City Hall Conference Room A. The City of Newport intends to award the contract to the low responsive bidder.

Pre-Bid Meeting: A voluntary pre-bid meeting will be held on site at the NE corner of SE 35th & US101 on Thursday, March 26th, 2020 at 2:00 PM.

All questions relating to the project shall be directed to:

Chris Janigo, PE
Sr. Project Manager
c.janigo@newportoregon.gov
169 SW Coast Highway
Newport, Or 97365
Phone: 541-574-3376

All statements made by the City of Newport at the voluntary pre-bid meeting are not binding upon the City of Newport unless confirmed by written addendum.

All bidders must identify as resident bidders in the State of Oregon.

The City of Newport reserves the right to reject all quotes for good cause or upon a finding of the City that it is in the public's best interest to do so.

Dated this 18th day of March, 2020

By order of: Timothy Gross, PE, Public Works Director
City of Newport

Exhibit B – Bid Form

BID FORM

BUILDING DEMOLITION – NE CORNER SE 35TH ST & US101

2017-008

March 2020

Bid Recipient

- 1.01 This Bid is submitted to:

TIMOTHY GROSS, PE PUBLIC WORKS DIRECTOR / CITY ENGINEER, CITY OF NEWPORT
169 SW COAST HIGHWAY
NEWPORT, OR 97365

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3/24/20</u>
<u>2</u>	<u>3/31/20</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Bidding Documents, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Bidding Documents, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

[LUMP SUM BID]

Lump Sum Bid Price	\$ 19,500.00
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Bidder to include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract.

Total of Lump Sum

\$ 19,500.00

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required 10% Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 22337 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 7 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____ MICHEY WRECKING CO _____

By:

[Signature]

_____  _____

[Printed name]

_____ JOE MICHEY _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

_____ PRESIDENT _____

Submittal Date:

_____ 4/17/20 _____

Address for giving notices:

_____ 2460 W 11TH EUGENE, OR. 97402 _____

Telephone Number:

_____ 541-600-6225 _____

Fax Number:

Contact Name and e-mail address:

_____ JOE MICHEY _____

_____ JOE@MICHEYWRECKING.COM _____

Bidder's License No.:

_____ ORL # 223337 _____
(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

**FIRST-TIER SUBCONTRACTOR
DISCLOSURE FORM**

Project Name: BUILDING DEMOLITION SE 35TH & HWY 101

Bid Closing: 4/7/20 2:00 PM

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 will be furnishing labor and 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.)

Category of Work: NONE

Name: _____

Address: _____

Phone Number: _____

Construction Contractor's Board Registration Number: _____

Dollar Value of Subcontract: _____

Category of Work: _____

Name: _____

Address: _____

Phone Number: _____

Construction Contractor's Board Registration Number: _____

Dollar Value of Subcontract: _____

Category of Work: _____

Name: _____

Address: _____

Phone Number: _____

Construction Contractor's Board Registration Number: _____

Dollar Value of Subcontract: _____

Category of Work: _____

Name: _____

Address: _____

Phone Number: _____

Construction Contractor's Board Registration Number: _____

Dollar Value of Subcontract: _____

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

Form submitted by (bidder name): RICHIE WRECKING CO

Contact name: JOE RICHIE

Phone: 541-600-6225

Signature: 

Date: 4/7/20

Exhibit C – Project Specifications & Appendices

EXHIBIT C

Exhibit C

Project Specifications

Building Demolition – NE Corner of SE 35th & US101

Tax Lot:11 11 17DB 01400 00

Part 1. General Information.

It is specifically understood that the Contractor's possession of the improvements on the City of Newport (Owner) site shall be limited to those activities that directly accomplish work outlined in this document only. Under no circumstances will the improvements or site be used as habitation or as a place to conduct business by anyone including the Contractor during this contract.

All improvements and contents of improvements will become the property of the Contractor at the time of contract signing and shall be fully disposed of by the Contractor. Owner does not guarantee the serviceability or any value of salvage of real or personal property included under this contract. By signing the contract, the Contractor has indicated acceptance of the structures and contents in "as is" condition. Contractor may elect to salvage the entire improvement described herein by relocating it to another site: however, (a) the stated job completion time will remain unchanged, (b) as above, Owner does not guarantee the improvements, and (c) the Contractor shall obtain, independently of the contract, permits to move the improvements over public roadways from the appropriate regulating authority.

Part 2. Location/Improvement- Description/Unique Circumstance:

The site improvements consist of a 4,675 SF building demolition, single story restaurant/auto dealership with a metal frame on a concrete foundation with poured concrete flooring with walls that are a combination of wood frame and concrete. The second building is a 10 x 24 FT Coffee Shop, wood framed structure on a permanent foundation with a crawl space. The building has a central furnace, single restroom in a half bath configuration, full commercial kitchen plumbing arrangement. Demolition includes full foundation and subsurface piping removal with crushed rock backfill. Subsurface piping shall be removed. Both buildings are located on the west side of Tax Lot 11-11-17-DB-01400-00. The contractor shall meet the highest standards prevalent in the industry in providing the demolition services. All concrete is to be removed from the site. If the asphalt is not damaged it may remain in place. All other materials must be removed from the site. **A copy of the landfill receipts are required for payment.**

Access: Access is provided from Hwy 101. Use of SE Ferry Slip Drive for access is not permitted during demolition or site restoration activities.

Part 3. Work.

Demolition:

The following tasks shall be completed:

- 1) Contractor shall obtain all applicable permits from County or State offices, pay all required fees and perform the work in accordance with all building, environmental, OR-OSHA, applicable codes, rules and laws. Copies of all permits, inspections and landfill tickets shall be submitted to City of Newport. This is a required element necessary for closeout and payment for work done under this contract.

- 2) All improvements including but not limited to, combustible/non-combustible materials, foundations, footings, walkways, stairs/ steps, and concrete of any other nature shall be completely removed from City of Newport property along with any resulting debris. Trees, shrubs and plants may remain only if they are undisturbed by demolition activities. Any tree, shrub or plant uprooted or damaged shall be removed. Contractor shall leave the site clean, free of general litter or debris from any source.
- 3) Ballasts from light fixtures shall be disposed of as bulk waste at a Toxic Substance Control Act (TSCA) approved landfill and fluorescent light tubes shall be disposed of as a universal waste product.
- 4) Receipts for disposal will be required for payment on this contract. Thompson's Sanitary Service Inc. shall be used for all disposal not salvageable.
- 5) Contractor shall fill all excavation holes or depressions with clean fill, $\frac{3}{4}$ " minus rock material, and grade it to match surrounding area. An engineered compaction test is required for every 100 CY of fill material. The finish grade for each building's footprint shall be established based off 5% slope for positive drainage away from site.
- 6) Contractor shall protect adjacent Hwy 101 from any impact on traffic associated with this project. Contractor shall provide any needed temporary traffic control on Hwy 101 and the parking lot related to this project per ODOT Short Term Traffic Control Standards. At no time during demolition activities shall access be blocked to the adjacent building, South Beach Church and warehouse. Parking stalls around building and on south end of lot shall remain clear of equipment and debris on Weekends.
- 7) During the period of work the Contractor shall take all reasonable measures to secure the work area, equipment and structures against obvious hazards and vandalism. Site shall be secure by 8 Ft tall chain link fence when contractor is not onsite. Members of the public shall not be allowed on the project at any time.
- 8) Contractor shall furnish all labor, material, tools and equipment to complete the work.
- 9) Contractor shall ensure that all structures are vacant prior to demolition and ensure the safety of contractor's crew and the public during demolition activities.

Utility Information

- 1) Contractor is responsible for all utility locates, utility disconnects, and shall notify all utility companies to disconnect utility services if not already done. Utilities include, but are not limited to, water, sewer, electricity, gas, phone, and cable.
- 2) Contractor shall remove, cut and cap all utilities in conformance with applicable City of Newport municipal code at main lines. Sanitary sewer main is located on SE 35th Street. Water Service is located on Hwy 101. Water service line shall be removed to water meter at NW corner of property. Contractor shall obtain all necessary permits, inspections and pay all fees.

Part 4. Due Date.

All work under this contract shall be completed no later than 6/5/20.

Work done within this contract shall proceed uninterrupted from the time Contractor mobilizes on site until completion. Contractor shall not stop progress of the work for any reason without the express written consent of City of Newport.

Part 5. Payment Provisions.

Payment will be made following the submittal of these items and inspection and approval of the site by the project manager. To schedule a final inspection call Chris Janigo, 541-574-3376.

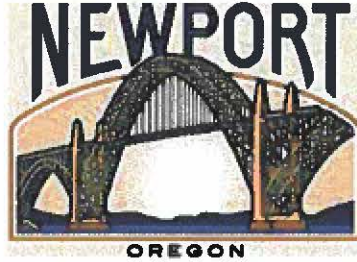
- 1) An original invoice for services.
- 2) Copy of landfill receipts
- 3) Copy of disposal receipts for ballasts from light fixtures and fluorescent light tubes.
- 4) Copy of Certified Payroll

Part 6. Travel and Other Expenses.

City of Newport shall not reimburse Contractor for any expenses under this Contract. Lump sum bid amount is sole and total compensation.

The City of Newport Public Works
169 S.W. Coast Highway
Newport, OR 97365

Coast Guard City, U.S.A.



phone: 541.574.3366
fax: 541.265.3301
www.newportoregon.gov

Home Port of NOAA Pacific Fleet

DATE: March 24, 2019

Addenda No. 1

TO: PLAN HOLDERS

PREPARED BY: Chris Janigo, P.E.

SUBJECT: City of Newport
Building Demolition – NE Corner SE 35th & US101
Newport, Oregon 97365
Lincoln County
(Bids to be opened and read April 7, 2020)

The following changes are made to the project Bid Booklet:

Advertisement:

Due to the new COVID-19 circumstances, we will not be holding our pre-bid meeting in-person on Thursday, March 26th, 2020. Bidders are requested to call in to the following conference call to attend the meeting.

(541) 574-0637
Conference ID: 13016#

The bid opening will also be held through the same teleconference login. We encourage all bidders to visit the site and become aware to all site conditions.

*END OF ADDENDUM

The City of Newport Public Works
169 S.W. Coast Highway
Newport, OR 97365

Coast Guard City, U.S.A.



phone: 541.574.3366
fax: 541.265.3301
www.newportoregon.gov

Home Port of NOAA Pacific Fleet

DATE: March 31, 2020

Addenda No. 2

TO: PLAN HOLDERS AND PROSPECTIVE BIDDERS

PREPARED BY: Chris Janigo, P.E.

SUBJECT: City of Newport
Building Demolition – NE Corner SE 35th & US101
Newport, Oregon 97365
Lincoln County
(Bids to be opened and read April 7, 2020)

The following changes are made to the project Bid Booklet:

Invitation to Bid

Add the following under Bid Opening:

A teleconference Bid Opening will be held at the following number.

(541)574-0637
Conference ID 13016

Bid Delivery shall be made by mail or delivered to the front door of City Hall and deposited into a bid box.

Add the following in Project Specifications:

1. Under Exhibit C, Part 3 Work – 4) Add the following to end of paragraph;
“Disposal load sizes 12 cubic yards and under are exempt from Thompson’s Sanitary Service franchise agreement. Notification of acceptance and use from receiving entity for all salvageable material required for payment on this contract.”
2. Under Exhibit C, Part 3 Work – 7) Remove and replace with the following paragraph;
“During period of work the contractor shall take all reasonable measures to secure the work area, equipment and structures against obvious hazards and vandalism. Site shall be secure by 6 Ft tall chain link fence when contractor is not onsite. Members of the public shall not be allowed on the project at any time. ”
3. Under Exhibit C, Utility Information – 2) remove and replace the following paragraph;
“Contractor shall remove, cut and cap all utilities in conformance with

applicable City of Newport municipal code all fees. Sanitary Sewer lateral 4" line connection to main is located on SW 35th St. Sewer lateral may be capped at main and abandoned in place by non-mechanical means with flowable grout. The City of Newport standard flowable grout mix design is attached in Appendix A. Sewer lateral length is approximately 275 linear feet as a combined length from both buildings. Contractor shall obtain all necessary permits, inspections and pay all fees, including City of Newport Demolition Permit.

4. Add Appendix A – Flowable Grout Mix Design to end of Contract Bid Documents.
5. Add Appendix B – Asbestos Sampling Results to end of Bid Documents
6. Add Appendix C – Asbestos Clearance Sampling Results to end of Bid Documents

***END OF ADDENDUM**

Appendix A – Flowable Grout Mix Design

VIESKO QUALITY CONCRETE

CONTRACTOR:

Landis & Landis

PROJECT:

Rowlands Addition

MIX DESCRIPTION:

2000 LBS. CEMENTITIOUS

Flowable Fly Ash Pipe Fill

December 15, 2014

MIX #

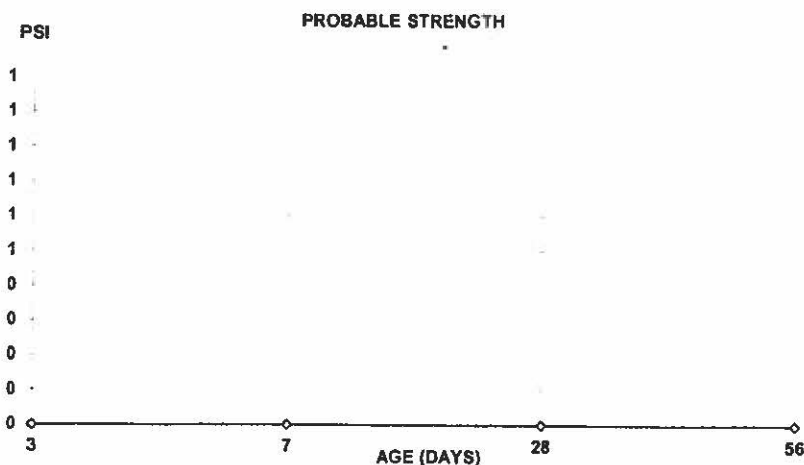
FFAPF

STRENGTH:

na PSI @ 28 Days

Flowable Pipe Fill

SPEC. GRAV.	MIX INGREDIENTS	SOLID VOL.(CF)	SSD WTS/CYD	NON AIR-ENTRAINED
3.15	CEMENT	1.02	200 LBS.	EST. WT. OF 6"X12" TEST CYL. 20.24 LBS.
2.23	FLY ASH 90%	12.94	1800 LBS.	EST. WT. OF 4"X8" TEST CYL. 6.00 LBS.
2.20			LBS.	
1.00	WATER (WT.)	12.75	795.5 LBS.	WATER/CEMENTITIOUS RATIO 0.398
	WATER (GALS.)		95.5 GALS	TARGET SLUMP (INCHES) 12.00 MAX.
	1.5% AIR PERCENTAGE	0.41		
2.60	3/4" COARSE AGG. (1)		LBS.	AGG. (1) /TTL.C.A. PERCENTAGE #DIV/0! %
2.59	3/8" COARSE AGG. (2)		LBS.	AGG. (2) /TTL.C.A. PERCENTAGE #DIV/0! %
2.63	3/4C COARSE AGG. (3)		LBS.	AGG. (3) /TTL.C.A. PERCENTAGE #DIV/0! %
2.54	FINE AGGREGATE	-0.01	LBS.	SAND /TTL AGG. PERCENTAGE 100.0 %
	VMA		OZ.	OZ./CWT. CEMENTITIOUS
	200 N		OZ.	OZ./CWT. CEMENTITIOUS
	Glenium3030		OZ.	OZ./CWT. CEMENTITIOUS
	NC534		OZ.	OZ./CWT. CEMENTITIOUS
	Delvo		OZ.	OZ./CWT. CEMENTITIOUS
	MBAE90		OZ.	OZ./CWT. CEMENTITIOUS
	YIELD	27.10	2,796 LBS.	WEIGHT PER CUBIC FOOT 103.2 LBS.



DESIGN MEETS FOLLOWING ASTM CATEGORIES WHEN PERTINENT.

ASTM C-94 READY-MIXED CONCRETE
 ASTM C-150 CEMENT
 ASTM C-618 FLY ASH
 ASTM C-33 CONCRETE AGGREGATES
 ASTM C-494 ADMIXTURES

TYPES C-494 CLASSIFICATIONS:

ASTM C-494 TYPE A
 POLYHEED, POZZOLITH 200-N, 322-N
 ASTM C-494 TYPE C & E
 POZZUTEC 20, NC 534 (NON-CHLORIDE)
 ASTM C-494 TYPE D
 POZZOLITH 100-XR, POZZOLITH 300-R
 ASTM C-494 TYPE F
 RHEOBUILD, POLYHEED, POZZOLITH 440-N
 ASTM C-260
 MICRO-AIR, MB AE-90

PERTINENT ASTM TEST PROCEDURES:

SAMPLING CONCRETE

ASTM C 172-90 Standard Method of Sampling Freshly Mixed Concrete

SLUMP TEST

ASTM C 143-90a Standard Test Method for Slump of Portland Cement Concrete

FIELD AIR TEST

ASTM C 231-97 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

FIELD TEST CYLINDERS

ASTM C 31-96 Standard Method of Making and Curing Concrete Test Specimens in the Field

UNIT WEIGHT (YIELD)

ASTM C 138-92 Standard Test Method for Unit Weight, Yield and Air Content of Concrete

STRENGTH & PROPORTIONS PROBABLE (RESULTS MUST BE VERIFIED BY LOCAL TESTING LAB)

Appendix B – Asbestos Sampling Results



September 17, 2019.

City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Attn: Chris Janigo, PE
c.janigo@newportoregon.gov
Project 19-28674

Subject: *Asbestos Demo Survey at 3335 S Coast Highway, Newport, Oregon 97366.*

Dear Mr. Janigo:

Alpha Environmental Services (Alpha) is pleased to provide you with the results of our asbestos sampling at 3335 S Coast Hwy., Newport, OR 97366. It is our understanding that this investigation was requested in preparation for upcoming demolition activities at the site.

Alpha conducted the investigation on September 3, 2019, when Alpha staff member Rodolfo Gomez, an AHERA certified inspector (Cert. no. 170314) performed the survey. A total of sixty-six (66) samples of suspect asbestos containing materials were collected from the four existing commercial structures, a coffee kiosk, a restaurant building, a storage building and a church building; spot exploratory demolition was performed during the investigation. The samples were placed in airtight containers, properly labeled and sent by UPS with a Chain of Custody to AmeriSci of California, an accredited laboratory.

Material identification was performed by AmeriSci using Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the Environmental Protection Agency's (EPA) "Interim Method of Determination of Asbestos in Bulk Insulation Samples" (EPA-600-M4-82-020). Percentage estimates of each materials' components were based on the analyst's best judgment following PLM/DS analysis and examination with a stereoscope.

The following Table represents a summary of suspect asbestos containing materials (ACMs) sampled:

Table 1: ACM SAMPLING RESULTS



Project No. 19-28674 Demo Survey Harborton Subdivision, 3335 S Coast Hwy., Newport, OR					
Sampe ID	Location	Material	Asbestos Content	Friable (Yes/No)	Condition
A-1	Coffe Kiosk	Vinyl Flooring	NAD	N/A	N/A
A-2	Coffe Kiosk	Flooring Adhesive	NAD	N/A	N/A
A-3	Coffe Kiosk	Cove Base	NAD	N/A	N/A
A-4	Coffe Kiosk	Cove Base Adhesive	NAD	N/A	N/A
A-5	Coffe Kiosk	Wall/Ceiling Panels	NAD	N/A	N/A
A-6	Coffe Kiosk	Wall/Ceiling Panels Mastic	NAD	N/A	N/A
A-7	Coffe Kiosk	Ceiling Sheetrock	NAD	N/A	N/A
A-8	Coffe Kiosk	Ceiling Joint Compound	NAD	N/A	N/A
A-9	Coffe Kiosk Restroom	Wall Texture	NAD	N/A	N/A
A-10	Coffe Kiosk	Exterior Wall Board	NAD	N/A	N/A
A-11	Coffe Kiosk	Roof Tar Paper (under sheetmetal)	NAD	N/A	N/A
A-12	Storage Building Roof (N)	Shingles 1st Layer (top)	NAD	N/A	N/A
A-13	Storage Building Roof (N)	Shingles 2nd Layer	NAD	N/A	N/A
A-14	Storage Building Roof (N)	Tar Paper	NAD	N/A	N/A
A-15	Storage Building Roof (S)	Shingles 1st Layer (top)	NAD	N/A	N/A
A-16	Storage Building Roof (S)	Shingles 2nd Layer	NAD	N/A	N/A
A-17	Storage Building Roof (S)	Tar Paper	NAD	N/A	N/A
A-18	Restaurant Building	Cove Base (N)	NAD	N/A	N/A
A-19	Restaurant Building	Cove Base Adhesive (N)	NAD	N/A	N/A
A-20	Restaurant Building	Ceiling Tiles (drop-down, N)	NAD	N/A	N/A
A-21	Restaurant Building	Floor Tiles White (NE)	NAD	N/A	N/A
A-22	Restaurant Building	White Tiles Mastic (NE)	4%	Yes	Good
A-23	Restaurant Building	Floor Tiles Grey (NE)	NAD	N/A	N/A
A-24	Restaurant Building	Grey Tiles Mastic (NE)	4%	Yes	Good
A-25	Restaurant Building	Ceiling Tiles (drop-down, NE)	NAD	N/A	N/A
A-26	Restaurant Building	Wall Texture (W)	NAD	N/A	N/A
A-27	Restaurant Building	Wall Joint Compound (W)	NAD	N/A	N/A
A-28	Restaurant Building	Wall Sheetrock (W)	NAD	N/A	N/A
A-29	Restaurant Building	Cove Base (W)	NAD	N/A	N/A
A-30	Restaurant Building	Cove Base Adhesive (W)	NAD	N/A	N/A
A-31	Restaurant Building	Floor Tiles White (SW)	NAD	N/A	N/A
A-32	Restaurant Building	White Tiles Mastic (SW)	2%	Yes	Good
A-33	Restaurant Building	Floor Tiles Grey (SW)	NAD	N/A	N/A
A-34	Restaurant Building	Grey Tiles mastic (SW)	3%	Yes	Good
A-35	Restaurant Building	Ceiling Tiles (drop-down, S)	NAD	N/A	N/A
A-36	Restaurant Building Restroom	Floor Tiles (top)	NAD	N/A	N/A
A-37	Restaurant Building Restroom	Top Tiles Adhesive	NAD	N/A	N/A
A-38	Restaurant Building Restroom	Vinyl Flooring (underlying)	NAD	N/A	N/A
A-39	Restaurant Building Restroom	Underlying Flooring Adhesive	3%	Yes	Good
A-40	Restaurant Building	Cove Base (grey)	NAD	N/A	N/A



Project No. 19-28674 Demo Survey Harborton Subdivision, 3335 S Coast Hwy., Newport, OR					
Sampe ID	Location	Material	Asbestos Content	Friable (Yes/No)	Condition
A-41	Reataurant Building	Grey Cove Base Adhesive	NAD	N/A	N/A
A-42	Rest. Bldg. Dressing Room	Wall Texture	NAD	N/A	N/A
A-43	Rest. Bldg. Dressing Room	Wall Joint Compound	NAD	N/A	N/A
A-44	Rest. Bldg. Hallway	Wall Sheetrock	NAD	N/A	N/A
A-45	Rest. Bldg. Hallway	Wall Joint Compound	NAD	N/A	N/A
A-46	Rest. Bldg. Roof (N)	Roofing Material	NAD	N/A	N/A
A-47	Rest. Bldg. Roof (N)	Penetration Mastic	6%	Yes	Good
A-48	Rest. Bldg. Roof (S)	Penetration Mastic	NAD	N/A	N/A
A-49	Rest. Bldg. Roof (S)	Flashing Mastic	NAD	N/A	N/A
A-50	Rest. Bldg. Roof (SW)	Roofing Material	NAD	N/A	N/A
A-51	Rest. Bldg. Roof ('E)	Roofing Material	NAD	N/A	N/A
A-52	Rest. Bldg. Roof ('E)	Flashing Mastic	NAD	N/A	N/A
A-53	Church Bldg. Service Area	Wall Texture (N)	NAD	N/A	N/A
A-54	Church Bldg. Service Area	Wall Sheetrock (N)	NAD	N/A	N/A
A-55	Church Bldg. Service Area	Wall Texture (S)	NAD	N/A	N/A
A-56	Church Bldg. Service Area	Wall Joint Compound (W)	NAD	N/A	N/A
A-57	Church Bldg. Daycare Area	Wall Texture (W)	NAD	N/A	N/A
A-58	Church Bldg. Daycare Area	Wall Joint Compound (W)	NAD	N/A	N/A
A-59	Church Bldg. Daycare Area	Wall Sheetrock (W)	NAD	N/A	N/A
A-60	Church Bldg. Daycare Hall	Ceiling Texture	NAD	N/A	N/A
A-61	Church Bldg. Daycare Hall	Carpet Mastic	NAD	N/A	N/A
A-62	Church Bldg. Staircase	Wall/Ceiling Joint Compound (N)	NAD	N/A	N/A
A-63	Church Bldg. 2nd Floor	Wall Texture (N)	NAD	N/A	N/A
A-64	Church Bldg. 2nd Floor	Wall Texture (W)	NAD	N/A	N/A
A-65	Church Bldg. 2nd Floor	Wall Joint Compound (W)	2%	Yes	Good
A-66	Church Bldg. 2nd Floor	Wall Sheetrock (W)	NAD	N/A	N/A

NAD: No asbestos above the Method Detection Limit

N/A: Not Applicable



According to the EPA, any material analyzed under polarized light microscopy (PLM) that yields greater than 1% of asbestos qualifies as asbestos containing material (ACM).

A visual inspection was performed of the existing structures in the survey area; spot exploratory demolition was performed and the suspect asbestos containing materials observed were sampled according to standards. The coffee kiosk had suffered fire damage, the restaurant building had been vacated; the storage building was being utilized for storage and as a wood shop and the church building was occupied and being used for religious services and daycare services.

The analytical results indicate that asbestos was found above the guideline limit in the restaurant building floor tiles mastic (A-22, A-24, A-32, A-34), restaurant building restroom underlying flooring adhesive (A-39), and restaurant building roof penetration mastic (A-47) samples; these materials are considered homogeneous; therefore, it is presumed that asbestos is present in all the areas of the restaurant building with the same floor tiles mastic and flooring adhesive and in other roof penetrations with the same mastic. Asbestos was also found above the guideline limit in the church building 2nd floor wall joint compound (A-65) sample; this material is considered homogeneous; therefore, it is presumed that asbestos is present in other 2nd floor walls with the same wall joint compound.

According to the EPA, ACMs that are intact and in good condition can be safely maintained in place until abatement or removal is dictated by deteriorating conditions and renovation or demolition activities. Additionally, according to current State asbestos regulations, if new suspect asbestos containing materials are encountered during demolition, activities must be stopped, and the new suspect materials tested. Alpha recommends following the EPA and Oregon DEQ guidelines for ACMs prior to any disturbance.

AmeriSci is certified and registered as an environmental testing lab pursuant to the provisions of the California Environmental Lab Improvement Act of 1988 (Health and Safety Code, Division 1, Part 2, Chapter 7.5, commencing with Section 1010). It is accredited by the National Institute of Science and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).

Use Reliance

All reports, both verbal and written, are for the benefit of City of Newport, attention to Chris Janigo, PE and may be furnished by them to any and all interested parties. This report has no other purpose and may not be relied upon by any other person or entity without the written consent of Alpha Environmental Services, Inc.



Closing

We appreciate the opportunity to provide environmental services to you. If you have any questions concerning this report, or if we can assist you in any other matter, please contact Rodolfo Gomez at 503-928-5430.

Sincerely,

A handwritten signature in black ink, consisting of the letters "RG" in a stylized, cursive script.

Rodolfo Gomez
Project Director
Alpha Environmental Services, Inc.

Attachments (1): Laboratory results



Please Reply To:

AmeriSci Los Angeles

24416 S. Main Street, Ste 308
Carson, California 90745
TEL: (310) 834-4868 • FAX: (310) 834-4772

FACSIMILE TELECOPY TRANSMISSION

To: Phil Brewer Alpha Environmental Services, Inc.	From: Arturo A. Aldana AmeriSci Job #: 919091226
Fax #:	Subject: PLM 48 hour Results
Email: info@alphaenvironmental.net, rodolfo@alphaenvironmental.net	Client Project: 19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Date: Thursday, September 12, 2019
Time: 08:58:07
Comments:

Number of Pages: 16
(including cover sheet)

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24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

PLM Bulk Asbestos Report

Alpha Environmental Services, Inc.
Attn: Phil Brewer
11080 SW Allen Blvd.
#100
Beaverton, OR 97005

Date Received 09/10/19 **AmeriSci Job #** 919091226
Date Examined 09/12/19 **P.O. #**
Page 1 of 12
RE: 19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-1 Location: Coffee Kiosk / Vinyl Flooring Analyst Description: Beige/Green, Homogeneous, Fibrous, Sheet Flooring Asbestos Types: Other Material: Cellulose 12 %, Non-fibrous 88 %	919091226-01	No	NAD (by CVES) by Arturo A. Aldana on 09/12/19
A-2 Location: Coffee Kiosk / Flooring Adhesive Analyst Description: Off-White, Homogeneous, Non-Fibrous, Adhesive Asbestos Types: Other Material: Non-fibrous 100 %	919091226-02	No	NAD (by CVES) by Arturo A. Aldana on 09/12/19
A-3 Location: Coffee Kiosk / Cove Base Analyst Description: Grey, Homogeneous, Non-Fibrous, Cove Base Asbestos Types: Other Material: Non-fibrous 100 %	919091226-03	No	NAD (by CVES) by Arturo A. Aldana on 09/12/19
A-4 Location: Coffee Kiosk / Cove Base Adhesive Analyst Description: Off-White, Homogeneous, Non-Fibrous, Adhesive Asbestos Types: Other Material: Non-fibrous 100 %	919091226-04	No	NAD (by CVES) by Arturo A. Aldana on 09/12/19
A-5 Location: Coffee Kiosk / Wall / Ceiling Panels Analyst Description: Beige, Homogeneous, Fibrous, Ceiling Panel Asbestos Types: Other Material: Fibrous glass 15 %, Non-fibrous 85 %	919091226-05	No	NAD (by CVES) by Arturo A. Aldana on 09/12/19

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-6	919091226-06	No	NAD
Location: Coffee Kiosk / Wall / Ceiling Panels Mastic			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Tan, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-7	919091226-07	No	NAD
Location: Coffee Kiosk / Ceiling Sheetrock			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Brown, Homogeneous, Fibrous, Sheetrock			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass Trace, Non-fibrous 100 %			
A-8	919091226-08	No	NAD
Location: Coffee Kiosk / Ceiling Joint Compound			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-9	919091226-09	No	NAD
Location: Coffee Kiosk Restroom / Wall Texture			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-10	919091226-10	No	NAD
Location: Coffee Kiosk / Exterior Wall Board			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Light Grey, Homogeneous, Fibrous, Wall Board			
Asbestos Types:			
Other Material: Cellulose 30 %, Non-fibrous 70 %			
A-11	919091226-11	No	NAD
Location: Coffee Kiosk / Roof Tar Paper (Under Sheet Metal)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Fibrous, Tar Paper			
Asbestos Types:			
Other Material: Cellulose 70 %, Non-fibrous 30 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-12	919091226-12	No	NAD
Location: Storage Building Roof (N) / Shingles 1st Layer (Top)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Homogeneous, Fibrous, Roofing Shingle			
Asbestos Types:			
Other Material: Fibrous glass 5 %, Non-fibrous 95 %			
A-13	919091226-13	No	NAD
Location: Storage Building Roof (N) / Shingles 2nd Layer			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Homogeneous, Fibrous, Roofing Shingle			
Asbestos Types:			
Other Material: Fibrous glass 5 %, Non-fibrous 95 %			
A-14	919091226-14	No	NAD
Location: vStorage Building Roof (N) / Tar Paper			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Fibrous, Tar Paper			
Asbestos Types:			
Other Material: Fibrous glass 25 %, Synthetic fibers 35 %, Non-fibrous 40 %			
A-15	919091226-15	No	NAD
Location: Storage Building Roof (S) / Shingles 1st Layer (Top)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Homogeneous, Fibrous, Roofing Shingle			
Asbestos Types:			
Other Material: Fibrous glass 5 %, Non-fibrous 95 %			
A-16	919091226-16	No	NAD
Location: Storage Building Roof (S) / Shingles 2nd Layer			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Homogeneous, Fibrous, Roofing Shingle			
Asbestos Types:			
Other Material: Fibrous glass 5 %, Non-fibrous 95 %			
A-17	919091226-17	No	NAD
Location: Storage Building Roof (S) / Tar Paper			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Fibrous, Tar Paper			
Asbestos Types:			
Other Material: Fibrous glass 25 %, Synthetic fibers 35 %, Non-fibrous 40 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-18	919091226-18	No	NAD
Location: Restaurant Building / Cove Base (N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Cove Base			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-19	919091226-19	No	NAD
Location: Restaurant Building / Cove Base Adhesive (N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Adhesive			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-20	919091226-20	No	NAD
Location: Restaurant Building / Ceiling Tiles (Drop-Down, N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Tan, Homogeneous, Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 20 %, Fibrous glass 10 %, Non-fibrous 70 %			
A-21	919091226-21	No	NAD
Location: Restaurant Building / Floor Tiles White (NE)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Floor Tile			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-22	919091226-22	Yes	4 %
Location: Restaurant Building / White Tiles Mastic (NE)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 4.0 %			
Other Material: Non-fibrous 96 %			
A-23	919091226-23	No	NAD
Location: Restaurant Building / Floor Tiles Grey (NE)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey, Homogeneous, Non-Fibrous, Floor Tile			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-24	919091226-24	Yes	4 %
Location: Restaurant Building / Grey Tiles Mastic (NE)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 4.0 %			
Other Material: Non-fibrous 96 %			
A-25	919091226-25	No	NAD
Location: Restaurant Building / Ceiling Tiles (Drop-Down, NE)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Tan, Homogeneous, Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 20 %, Fibrous glass 10 %, Non-fibrous 70 %			
A-26	919091226-26	No	NAD
Location: Restaurant Building / Wall Texture (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-27	919091226-27	No	NAD
Location: Restaurant Building / Wall Joint Compound (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-28	919091226-28	No	NAD
Location: Restaurant Building / Wall Sheetrock (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Brown, Homogeneous, Fibrous, Sheetrock			
Asbestos Types:			
Other Material: Cellulose 2 %, Fibrous glass Trace, Non-fibrous 98 %			
A-29	919091226-29	No	NAD
Location: Restaurant Building / Cove Base (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Cove Base			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-30	919091226-30L1	No	NAD
Location: Restaurant Building / Cove Base Adhesive (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Adhesive			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-30	919091226-30L2	No	NAD
Location: Restaurant Building / Cove Base Adhesive (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-31	919091226-31	No	NAD
Location: Restaurant Building / Floor Tiles (SW)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Floor Tile			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-32	919091226-32	Yes	2 %
Location: Restaurant Building / White Tiles Mastic (SW)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
A-33	919091226-33	No	NAD
Location: Restaurant Building / Floor Tiles Grey (SW)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey, Homogeneous, Non-Fibrous, Floor Tile			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-34	919091226-34	Yes	3 %
Location: Restaurant Building / Grey Tiles Mastic (SW)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types: Chrysotile 3.0 %			
Other Material: Non-fibrous 97 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-35	919091226-35	No	NAD
Location: Restaurant Building / Ceiling Tiles (Drop-Down, S)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Tan, Homogeneous, Fibrous, Ceiling Tile			
Asbestos Types:			
Other Material: Cellulose 25 %, Fibrous glass 5 %, Non-fibrous 70 %			
A-36	919091226-36	No	NAD
Location: Restaurant Building Restroom / Floor Tiles (Top)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey, Homogeneous, Non-Fibrous, Floor Tile			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-37	919091226-37	No	NAD
Location: Restaurant Building Restroom / Top Tiles Adhesive			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Adhesive			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-38	919091226-38	No	NAD
Location: Restaurant Building Restroom / Vinyl Flooring (Underlying)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Fibrous, Sheet Flooring			
Asbestos Types:			
Other Material: Fibrous glass 2 %, Synthetic fibers 5 %, Non-fibrous 93 %			
A-39	919091226-39	Yes	3 %
Location: Restaurant Building Restroom / Underlying Flooring Adhesive			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Adhesive			
Asbestos Types: Chrysotile 3.0 %			
Other Material: Non-fibrous 97 %			
A-40	919091226-40	No	NAD
Location: Restaurant Building / Cove Base (Grey)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cove Base			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-41	919091226-41L1	No	NAD
Location: Restaurant Building / Grey Cove Base (Adhesive)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Adhesive			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-41	919091226-41L2	No	NAD
Location: Restaurant Building / Grey Cove Base (Adhesive)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-42	919091226-42	No	NAD
Location: Rest. Bldg. Dressing Room / Wall Texture			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Paint Coating			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
Comment: Texture compound not detected			
A-43	919091226-43	No	NAD
Location: Rest. Bldg. Dressing Room / Wall Joint Compound			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-44	919091226-44	No	NAD
Location: Rest. Bldg. Hallway / Wall Sheetrock			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Brown, Homogeneous, Fibrous, Sheetrock			
Asbestos Types:			
Other Material: Cellulose 5 %, Non-fibrous 95 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-45	919091226-45	No	NAD
Location: Rest. Bldg. Hallway / Wall Joint Compound			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-46	919091226-46	No	NAD
Location: Rest. Bldg. Roof (N) / Roofing Material			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Heterogeneous, Fibrous, Roofing			
Asbestos Types:			
Other Material: Fibrous glass 5 %, Non-fibrous 95 %			
A-47	919091226-47	Yes	6 %
Location: Rest. Bldg. Roof (N) / Penetration Mastic			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Penetration Mastic			
Asbestos Types: Chrysotile 6.0 %			
Other Material: Non-fibrous 94 %			
A-48	919091226-48	No	NAD
Location: Rest. Bldg. Roof (S) / Penetration Mastic			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Penetration Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-49	919091226-49	No	NAD
Location: Rest. Bldg. Roof (S) / Flashing Mastic			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Heterogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Cellulose 3 %, Non-fibrous 97 %			
A-50	919091226-50	No	NAD
Location: Rest. Bldg. Roof (SW) / Roofing Material			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Heterogeneous, Fibrous, Roofing			
Asbestos Types:			
Other Material: Fibrous glass 10 %, Non-fibrous 90 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-51	919091226-51	No	NAD
Location: Rest. Bldg. Roof (E) / Roofing Material			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Grey/Black, Heterogeneous, Fibrous, Roofing			
Asbestos Types:			
Other Material: Fibrous glass 5 %, Non-fibrous 95 %			
A-52	919091226-52	No	NAD
Location: Rest. Bldg. Roof (E) / Flashing Mastic			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Black, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Cellulose 3 %, Non-fibrous 97 %			
A-53	919091226-53	No	NAD
Location: Church Bldg. Service Area / Wall Texture (N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Off-White, Homogeneous, Non-Fibrous, Cementitious, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-54	919091226-54	No	NAD
Location: Church Bldg. Service Area / Wall Sheetrock (N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Brown, Homogeneous, Fibrous, Sheetrock			
Asbestos Types:			
Other Material: Cellulose 2 %, Fibrous glass Trace, Non-fibrous 98 %			
A-55	919091226-55	No	NAD
Location: Church Bldg. Service Area / Wall Texture (S)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-56	919091226-56	No	NAD
Location: Church Bldg. Service Area / Wall Joint Compound (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-57	919091226-57	No	NAD
Location: Church Bldg. Daycare Area / Wall Texture (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-58	919091226-58	No	NAD
Location: Church Bldg. Daycare Area / Wall Joint Compound			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-59	919091226-59	No	NAD
Location: Church Bldg. Daycare Area / Wall Sheetrock (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Brown, Homogeneous, Fibrous, Sheetrock			
Asbestos Types:			
Other Material: Cellulose 5 %, Fibrous glass Trace, Non-fibrous 95 %			
A-60	919091226-60	No	NAD
Location: Church Bldg. Daycare Hall / Ceiling Texture			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-61	919091226-61	No	NAD
Location: Church Bldg. Daycare Hall / Carpet Mastic			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Mastic			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-62	919091226-62	No	NAD
Location: Church Bldg. Staircase / Wall / Ceiling Joint Compound (N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Alpha Environmental Services, Inc.

PLM Bulk Asbestos Report

19-28674; Demo Survey; 3335 S. Coast Hwy, Newport, OR.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
A-63	919091226-63	No	NAD
Location: Church Bldg. 2nd Floor / Wall Texture (N)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-64	919091226-64	No	NAD
Location: Church Bldg. 2nd Floor / Wall Texture (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Texture			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
A-65	919091226-65	Yes	2 %
Location: Church Bldg. 2nd Floor / Wall Joint Compound (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White, Homogeneous, Non-Fibrous, Joint Compound			
Asbestos Types: Chrysotile 2.0 %			
Other Material: Non-fibrous 98 %			
A-66	919091226-66	No	NAD
Location: Church Bldg. 2nd Floor / Wall Sheetrock (W)			(by CVES) by Arturo A. Aldana on 09/12/19
Analyst Description: White/Brown, Homogeneous, Fibrous, Sheetrock			
Asbestos Types:			
Other Material: Cellulose 2 %, Fibrous glass Trace, Non-fibrous 98 %			

Reporting Notes:

Analyzed By: Arturo A. Aldana *At Alda*; Date Analyzed: 9/12/2019 *9/12/19*
 *NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/R-93/116, including requirements for EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: *At Alda*



919091226



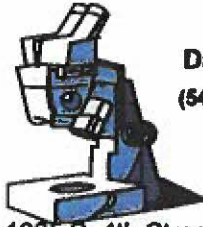
Project No. 19-28674 Demo Survey				
Harborton Subdivision, 3335 S Coast Hwy., Newport, OR 97365				
Sampe ID	Location	Material	Time	Date
A-1	Coffe Kiosk	Vinyl Flooring	11:25AM	09/03/19
A-2	Coffe Kiosk	Flooring Adhesive		"
A-3	Coffe Kiosk	Cove Base		"
A-4	Coffe Kiosk	Cove Base Adhesive		"
A-5	Coffe Kiosk	Wall/Ceiling Panels		"
A-6	Coffe Kiosk	Wall/Ceiling Panels Mastic		"
A-7	Coffe Kiosk	Ceiling Sheetrock		"
A-8	Coffe Kiosk	Ceiling Joint Compound		"
A-9	Coffe Kiosk Restroom	Wall Texture		"
A-10	Coffe Kiosk	Exterior Wall Board		"
A-11	Coffe Kiosk	Roof Tar Paper (under sheetmetal)		"
A-12	Storage Building Roof (N)	Shingles 1st Layer (top)		"
A-13	Storage Building Roof (N)	Shingles 2nd Layer		"
A-14	Storage Building Roof (N)	Tar Paper		"
A-15	Storage Building Roof (S)	Shingles 1st Layer (top)		"
A-16	Storage Building Roof (S)	Shingles 2nd Layer		"
A-17	Storage Building Roof (S)	Tar Paper		"
A-18	Restaurant Building	Cove Base (N)		"
A-19	Restaurant Building	Cove Base Adhesive (N)		"
A-20	Restaurant Building	Ceiling Tiles (drop-down, N)		"
A-21	Restaurant Building	Floor Tiles White (NE)		"
A-22	Restaurant Building	White Tiles Mastic (NE)		"
A-23	Restaurant Building	Floor Tiles Grey (NE)		"
A-24	Restaurant Building	Grey Tiles Mastic (NE)		"
A-25	Restaurant Building	Ceiling Tiles (drop-down, NE)		"
A-26	Restaurant Building	Wall Texture (W)		"
A-27	Restaurant Building	Wall Joint Compound (W)		"
A-28	Restaurant Building	Wall Sheetrock (W)		"
A-29	Restaurant Building	Cove Base (W)		"
A-30	Restaurant Building	Cove Base Adhesive (W)		"
A-31	Restaurant Building	Floor Tiles White (SW)		"
A-32	Restaurant Building	White Tiles Mastic (SW)		"
A-33	Restaurant Building	Floor Tiles Grey (SW)		"
A-34	Restaurant Building	Grey Tiles mastic (SW)		"
A-35	Restaurant Building	Ceiling Tiles (drop-down, S)		"
A-36	Restaurant Building Restroom	Floor Tiles (top)		"
A-37	Restaurant Building Restroom	Top Tiles Adhesive		"
A-38	Restaurant Building Restroom	Vinyl Flooring (underlying)		"
A-39	Restaurant Building Restroom	Underlying Flooring Adhesive		"
A-40	Restaurant Building	Cove Base (grey)		"
A-41	Reataurant Building	Grey Cove Base Adhesive		"
A-42	Rest. Bldg. Dressing Room	Wall Texture		"
A-43	Rest. Bldg. Dressing Room	Wall Joint Compound		"
A-44	Rest. Bldg. Hallway	Wall Sheetrock		"
A-45	Rest. Bldg. Hallway	Wall Joint Compound		"

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Project No. 19-28674 Demo Survey					
Harborton Subdivision, 3335 S Coast Hwy., Newport, OR 97365					
Sampe ID	Location	Material	Time		Date
A-46	Rest. Bldg. Roof (N)	Roofing Material			"
A-47	Rest. Bldg. Roof (N)	Penetration Mastic			"
A-48	Rest. Bldg. Roof (S)	Penetration Mastic			"
A-49	Rest. Bldg. Roof (S)	Flashing Mastic			"
A-50	Rest. Bldg. Roof (SW)	Roofing Material			"
A-51	Rest. Bldg. Roof ('E)	Roofing Material			"
A-52	Rest. Bldg. Roof ('E)	Flashing Mastic			"
A-53	Church Bldg. Service Area	Wall Texture (N)			"
A-54	Church Bldg. Service Area	Wall Sheetrock (N)			"
A-55	Church Bldg. Service Area	Wall Texture (S)			"
A-56	Church Bldg. Service Area	Wall Joint Compound (W)			"
A-57	Church Bldg. Daycare Area	Wall Texture (W)			"
A-58	Church Bldg. Daycare Area	Wall Joint Compound (W)			"
A-59	Church Bldg. Daycare Area	Wall Sheetrock (W)			"
A-60	Church Bldg. Daycare Hall	Ceiling Texture			"
A-61	Church Bldg. Daycare Hall	Carpet Mastic			"
A-62	Church Bldg. Staircase	Wall/Ceiling Joint Compound (N)			"
A-63	Church Bldg. 2nd Floor	Wall Texture (N)			"
A-64	Church Bldg. 2nd Floor	Wall Texture (W)			"
A-65	Church Bldg. 2nd Floor	Wall Joint Compound (W)			"
A-66	Church Bldg. 2nd Floor	Wall Sheetrock (W)	4:17PM		09/03/19

Appendix C – Asbestos Clearance Sampling Results



DR CONSULTING
Dave Ruble, Consultant
 (541)267-7289 or (541)404-1642

Air Monitoring
 Clearance Testing
 Bulk Samples/Lead

1085 S. 4th Street, Coos Bay, OR 97420

Proj. # 21548

Number of Samples 4
 Page 1 of 1

Client IRS Abatement Firm IRS

Location 3335 Coast Hwy Newport, OR Microscope # DR-02 Calibrated 3/11/20

Reference Slide 99-8 FF 100/21
 Sampled By Dave Ruble Date 3/11/20 Filter size 385 Field Area 00785 Rotometer HF

Blank Samples 1548-03 100 1548-04 100
 Analyzed by Dave Ruble Date 3/11/20 Blank Count 1 of 100

Results to: Client

Sample# <u>1548-01</u>	Type <u>A2 Clearance</u>	Location: <u>South half - center - old</u>	
Pump # <u>01</u>	Protection <u>M/C</u>	RESTAURANT CONTAINMENT	
Date <u>3/11/20</u>	Decon <u>D</u>	Observations: <u>FLOOR COVERING REMOVED</u>	
	Environment <u>NEG AIR</u>	<u>TO CONCRETE</u>	
	Name <u>N/A</u>	SS# <u>N/A</u>	Cert# <u>N/A</u>
TIME	FLOW RATE (LPM)	RESULT	Fibers/CC
Start: <u>1018</u> Total:	Start <u>15.0</u> Avg= <u>15.0</u> Liters=	Fibers/Fld	Fibers/mm2
End: <u>1145</u> <u>90</u>	End <u>13.0</u> <u>1350</u>	<u>9/100</u>	<u><0.004</u>
Name & SSN of represented employees: <u>N/A</u>			
Sample# <u>1548-02</u>	Type <u>A2 Clearance</u>	Location: <u>NORTH half - center old</u>	
Pump # <u>02</u>	Protection <u>M/C</u>	RESTAURANT CONTAINMENT	
Date <u>3/11/20</u>	Decon <u>D</u>	Observations: <u>FLOOR COVERING REMOVED</u>	
	Environment <u>NEG AIR</u>	<u>TO CONCRETE</u>	
	Name <u>N/A</u>	SS# <u>N/A</u>	Cert# <u>N/A</u>
TIME	FLOW RATE (LPM)	RESULT	Fibers/CC
Start: <u>1020</u> Total:	Start <u>15.0</u> Avg= <u>15.0</u> Liters=	Fibers/Fld	Fibers/mm2
End: <u>1150</u> <u>90</u>	End <u>13.0</u> <u>1350</u>	<u>7/100</u>	<u><0.004</u>
Name & SSN of represented employees: <u>N/A</u>			
Sample#	Type	Location:	
Pump #	Protection	Observations:	
Date	Decon		
	Environment		
	Name	SS#	Cert#
TIME	FLOW RATE (LPM)	RESULT	Fibers/CC
Start: Total:	Start Avg= Liters=	Fibers/Fld	Fibers/mm2
End:	End		
Name & SSN of represented employees:			

Sample Types:

A-Area H-Hepa Exhaust P-Preabatement
 X-Aggressive G-Glovebag B-Personal
 XC-Aggressive Clearance I-Inside regulated Area
 CL-Clearance O-Outside Regulated Area
 PG-Personal Glovebag PC-Personal Excursion

Controls:

PAC-Pressure demand air, coveralls
 CAC-Continuous flow air, coveralls
 P,C-PAPR, coveralls
 F,C-Full face, HEPA, coveralls
 M,C-Half mask, coveralls

Decontamination:

D,S,W-Decon w/shower and waste
 D,S-Decon w/shower
 D-Decon w/out shower
 D,W-Decon w/waste

Environment:

H-Hepa vacuum
 N-Negative Air
 H,N-HEPA and Negative

Exhibit D – Oregon Public Contracting Requirements for Goods and Service Contracts

ORS 279C REQUIREMENTS

- 1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the public contracting agency; and
 - b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
- 2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
- 3) Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- 4) A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
- 5) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 6) Contractor shall demonstrate to the Public Contracting Agency that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
- 7) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the public contracting agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by

reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

- 8) If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- 9) If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 10) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 11) Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

- 12) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- 13) All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- 14) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- 15) The contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- 16) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.
- 17) Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
- 18) In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.
- 19) Contractor certifies that all subcontractors performing construction work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with 701.035 to 701.055 before the subcontractors commence work under this contract.
- 20) In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
- Forest Service
- Soil Conservation Service
- Defense, Department of
- Army Corps of Engineers

- Environmental Protection Agency
- Interior, Department of
- Bureau of Sport Fisheries and Wildlife
- Bureau of Outdoor Recreation
- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Reclamation
- Labor, Department of
- Occupational Safety and Health Administration
- Transportation, Department of
- Coast Guard
- Federal Highway Administration

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts