



Addendum No. 1

WILSONVILLE POLICE INTERIM RENOVATIONS

Request for Additional Information - Response

DATE: February 21, 2024
ADDRESSEE: Plan Holders
RE: Request for Additional Information - Response

The addendum includes Request for Additional Information (RFI) received regarding the Wilsonville Police Department Remodel Project, Request for Bids (RFB). This addendum regarding the RFB and its response shall be considered merged with the original RFB package as if they were whole. Contractor shall acknowledge receipt of this Addendum per Bidding Instructions within their submittal.

Below are the attachments included in Addendum No. 1:

- Item 1: Can you provide the City Contract?
Responses: The Construction Contract for the project has been attached as part of Addendum #1
- Item 2: I just downloaded the documents for your RFB for the police department. There were only (5) sheets in the drawings and it appears that the structural drawings are missing. Can you please send those at your convenience or link me to their location?
Responses: The relevant structural information has been provided on the architectural sheets A2.0 and A3.0, as well as Specifications 06 10 00, and other locations. The Structural Calculations have also been attached as part of Addendum #1
- Item 3: Can you provide the Hazardous Materials Survey report for the building?
Responses: The Hazardous Materials Survey report for the project has been attached as part of Addendum #1
- Item 4: What is the start date for construction?
Response: The City intends to issue Notice to Proceed April 2, 2024

Item 5: What is the estimated value for this project?
Response: The project estimate is between \$110,000 to 160,000.

Item 6: Are there union requirements for this project?
Response: The City does not have any union labor requirements.

Item 7: Is a Maintenance / Warranty Bond required for the project?
Response: The City requires a two year warranty bond for the work conducted as stated within Section 20.2 of the Contract document.

Item 8: Can you clarify where new or relocated doors are required?
Response: See doors to be salvaged identified by keynotes on the Demo Plans on 1 and 2/A1.0. New and relocated doors are identified by keynotes on the Floor Plan on sheet A2.0, with the Door Notes showing additional specifics regarding materials, hardware, and access controls. See also Specifications 08 11 13 and 08 71 00.

Item 9: Can you provide the finish schedule for the paint?
Response: The City’s paint finish schedule is below. All paints and finishes are to match the existing utilizing the paints called out for in the finish schedule. See also Specifications 09 91 00 2.1 A.1. and 2. for reference. Match and blend to nearest adjacent break line.

Table 1: Paint Finish Schedule

Brand	Finish	Name	Color Code
Sherwin Williams Emerald	Matte	Only Natural	7596
Sherwin Williams Emerald	Matte	Storm Cloud	6249
Sherwin Williams Emerald	Matte	Needle Point Navy	0032
Sherwin Williams Emerald	Matte	Interactive Cream	6113
Sherwin Williams Emerald	Matte	Legionnaire Tan	7717
Sherwin Williams Emerald	Matte	Pure White	7005

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Wilsonville Police Department Interim Renovations Project (“Project”) is made and entered into on this ____ day of April 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ *[corporation/LLC]* (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in the Invitation to Bid on the basis of specialized experience and technical expertise; and

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for Wilsonville Police Department Interim Renovations, dated February 7, 2024, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; 2017 City of Wilsonville Public Works Standards; Project Specific Special Provisions; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will perform the remodel services, as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

Section 3. Term

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than July 31, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than June 30, 2024, and at Final Completion by July 31, 2024. See **Section 24** for the definitions of Substantial Completion and Final Completion.

Section 4. Contractor’s Work

4.1. All written documents, drawings, and plans submitted by Contractor in conjunction with the Work shall bear the signature, stamp, or initials of Contractor’s authorized Project Manager. Any documents submitted by Contractor that do not bear the signature, stamp, or initials of Contractor’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Work given by Contractor’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Contractor’s Project Manager will provide such written documentation.

4.2. The existence of this Contract between the City and Contractor shall not be construed as the City’s promise or assurance that Contractor will be retained for future services beyond the Work described herein.

4.3. Contractor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Contractor may have access by reason of this Contract. Contractor warrants that Contractor’s employees assigned to perform any of the Work provided in this Contract shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Contract.

Section 5. Contract Sum, Retainage, and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed _____ DOLLARS (\$ _____), for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Scope of Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 25**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 24**.

5.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

5.5. Contractor’s unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

5.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the Contract Documents and in ORS 279C.570.

Section 6. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Oregon Bureau of Labor and Industries (BOLI), entitled “Prevailing Wage Rates for Public Works Contracts,” effective January 5, 2024, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour’s work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. If applicable, Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that

the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

Section 7. Filing of Certified Statement

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other sub-subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

Section 8. Reports to Department of Revenue

When a public contract is awarded to a nonresident bidder and the contract sum exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

Section 9. City's Rights and Responsibilities

9.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

9.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one-tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

9.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

9.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the 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 Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City 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 by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 22**.

Section 10. City's Project Manager

The City's Project Manager is Martin Montalvo. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 11. Contractor's Project Manager

Contractor's Project Manager is _____. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 12. Project Information

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 13. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 14. Subcontractors and Assignments

14.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 15.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

14.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor shall cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor shall furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

Section 15. Contractor's Responsibilities

In addition to the Contractor's Responsibilities set forth in the Special Provisions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the Special Provisions:

15.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265.

Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

15.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 5** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

15.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. For all Work performed under subcontract to Contractor, as approved by the City, Contractor shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Contractor markups of subcontractor billings, will only be recognized by the City as set forth in Contractor's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Contractor's Rate Schedule, per **Section 25** of this Contract. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

15.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 15** and meet the same insurance requirements of Contractor under this Contract.

15.5. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials, or services, and offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

15.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

15.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

15.8. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

15.9. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

15.10. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any

legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

15.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

15.12. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

15.13. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

15.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

15.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

15.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

15.17. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency,

or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

15.17.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

15.17.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

15.17.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

15.18. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

15.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.17.1, 15.17.2, and 15.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

15.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

15.21. Contractor must give notice to employees who work on a public 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 days per week that the employees may be required to work.

15.22. The hourly rate of wage to be paid by any Contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

15.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

15.24. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but

not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

15.25. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

15.26. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

15.27. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

15.28. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

Section 16. Subcontractor Requirements

16.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

16.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after

the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

16.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 16.1.1 and 16.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

16.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

16.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

16.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

Section 17. Environmental Laws

17.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

17.2. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City 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:

Forest Service

Defense, Department of

Environmental Protection Agency

Bureau of Sport Fisheries and Wildlife

Bureau of Land Management

Bureau of Reclamation

Occupational Safety and Health Administration

Coast Guard

Agriculture, Department of

Soil Conservation Service

Army Corps of Engineers

Interior, Department of

Bureau of Outdoor Recreation

Bureau of Indian Affairs

Labor, Department of

Transportation, Department of

Federal Highway Administration

STATE AGENCIES:
Environmental Quality, Department of
Forestry, Department of
Human Resources, Department of
Soil and Water Conservation Commission
State Land Board

Agriculture, Department of
Fish and Wildlife, Department of
Geology and Mineral Industries, Department of
Land Conservation and Development Commission
National Marine Fisheries Service (NMFS)
State Engineer
Water Resources Board

LOCAL AGENCIES:
County Courts
Port Districts
County Service Districts
Water Districts

City Council
County Commissioners, Board of
Metropolitan Service Districts
Sanitary Districts
Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

17.3. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

17.4. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

17.5. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

Section 18. Indemnity

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

18.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 19. Insurance

19.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

19.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

19.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

19.1.3. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject

workers 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 thirty (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.

19.1.4. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

19.1.5. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

19.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

19.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 20. Bonding Requirements

20.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

20.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

20.3. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

20.4. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

Section 21. Warranty

21.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

21.2. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be

made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

21.3. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of substantial completion, as defined in ORS 12.135(4)(b), for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

Section 22. Early Termination; Default

22.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

22.1.1. By mutual written consent of the parties;

22.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

22.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

22.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

22.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

22.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 28**, for which Contractor has received payment or the City has made payment.

Section 23. Suspension of Work

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 24. Substantial Completion, Final Completion, and Liquidated Damages

24.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the facilities are fully functional and may be utilized, with only minor punch list items remaining that do not significantly impact use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before July 31, 2024 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 24.3 and 24.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

24.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

24.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Hundred Thirty Dollars (\$130) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

24.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of July 31, 2024, or any written extension thereof granted by the City, Contractor shall pay the City One Hundred Thirty Dollars (\$130) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

24.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

24.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 25. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 26. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either

of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 27. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

Section 28. As-Builts/Property of the City

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Contractor under this Contract, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 29. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Martin Montalvo, Public Works Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: _____
Attn: _____

Section 30. Miscellaneous Provisions

30.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

30.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

30.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

30.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of the Contract.

30.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

30.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

30.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

30.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

30.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

30.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

30.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

30.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

30.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

30.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

30.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

30.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

30.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

30.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

30.19. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

30.20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

30.21. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of Wilsonville, Oregon

December 20, 2023

David Horsley
DAO Architecture
516 SE Morrison Street, Suite 800
Portland, Oregon 97214

Re: Wilsonville Police Station – New Interim Stair

Dear David:

Attached please find calculations dated December 20, 2023, which verify the structural adequacy of the Wilsonville Police Station – New Interim Stair project as shown on architectural drawings, dated December 20, 2023. Design is based on the requirements of the 2022 Oregon Structural Specialty Code, which is based on the 2021 International Building Code.

If you have any questions or need further information, please call me.

Sincerely,



Andi Camp, PE, SE
Associate



02/05/2024

Project No. 10022300842

Project	WILSONVILLE POLICE	By	AC	Sheet No.
Location		Date	12/9/23	
Client		Revised		Job No.
		Date		

WILSONVILLE POLICE - NEW STAIR

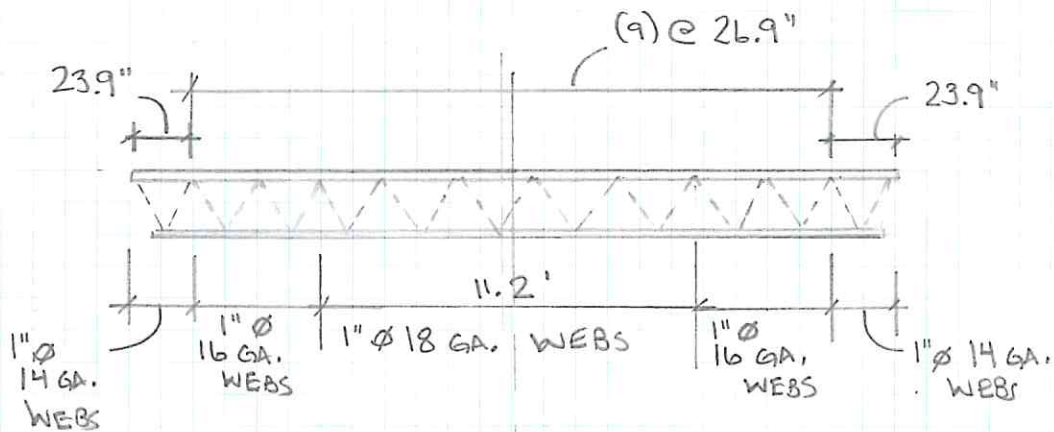
SCOPE:

- NEW STAIR FROM LOWER LEVEL TO MAIN LEVEL

STAIR LANDING IS SUPPORTED ON 2 NEW WOOD STUD BEARING WALLS. LOWER STRINGERS SPAN FROM SLAB ON GRADE TO LANDING. UPPER STRINGERS SPAN FROM LANDING TO NEW BEARING WALL.

THE NEW OPENING IN THE MAIN FLOOR IS CREATED BY CUTTING (E) TJL OPEN WEB TRUSSES. THE TRUSS WEBS ARE STRENGTHENED AT THE NEW ENDS & SUPPORTED BY A NEW WALL.

PER ORIGINAL TJL MANUFACTURING FILES:



* (E) TJLS ARE CHECKED FOR SHEAR LOADS OF NEW SPAN BY COMPARING DEMANDS, WHICH CONSERVATIVELY ASSUMES NO RESERVE CAPACITY.

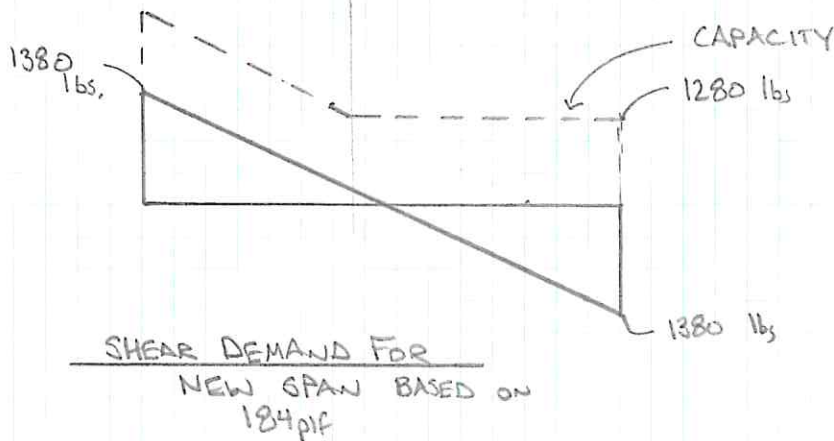
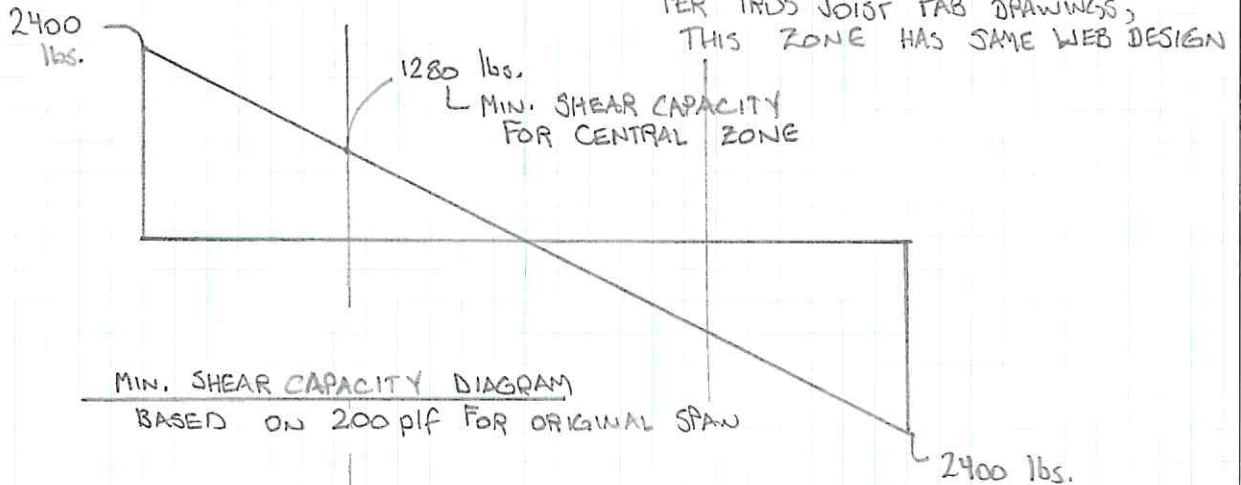
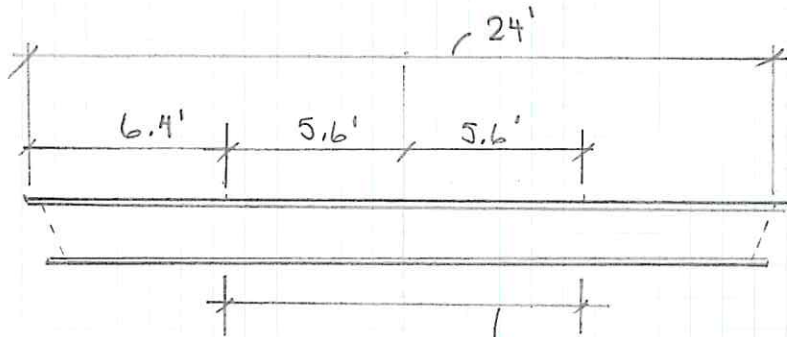
Project	WILSONVILLE POLICE	By	AC	Sheet No.
Location		Date	12/5/23	
Client		Revised		Job No.
		Date		

(E) TJLS ARE DESIGNED FOR 200 PLF
FIELD SPACING IS 19.2" o.c.

(CODE) DESIGN LOAD IS 115 psf (100 psf LL + 15 psf DL)

$$115 \text{ psf} \cdot 19.2" / 12" = 184 \text{ plf}$$

ORIGINAL SPAN IS 24', NEW SPAN WILL BE 15'



$$\frac{1380 - 1280}{184} = .54'$$

SHEAR DCR > 1
FOR .54'

Project	WILSONVILLE POLICE	By	AC	Sheet No.
Location		Date	12/9/23	
Client		Revised		Job No.
		Date		

$$\frac{1380 \text{ lbs} - 1280 \text{ lbs}}{184 \text{ plf}} = .54'$$

SHEAR DCR > 1 FOR .54'

PANEL WIDTH = 26.9" ∴ PROVIDE STRENGTHENING FOR 30"

STRENGTHENING TO CONSIST OF PLYWOOD WEBS BOTH SIDES



$$1380 \text{ lbs} / 2 = 690 \text{ lbs / SIDE}$$

10d NAILS @ 3" oc. T+B, BOTH SIDES



Portland, Oregon

Project	WILSONVILLE POLICE	By	AC	Sheet No.
Location		Date	12/9/23	
Client		Revised		Job No.
		Date		

CHECK BEARING WALLS ON SLAB

MAX. BEARING = 2000 psf (PER ORIGINAL DRAWINGS)

WALL AT CUT TJS:

$$\text{TRIB} = 7.5'$$

$$100\text{psf LL} \cdot 7.5' = 750\text{plf}$$

$$15\text{psf DL} \cdot 7.5' = 112.5\text{plf}$$

$$\underline{862.5\text{plf}}$$

$$2 \times 6 \text{ WALL } 5.5/12 \cdot 2000\text{psf} = 917\text{plf ALLOW. BEARING}$$

$$917\text{plf} > 863\text{plf} \therefore \underline{\underline{\text{OK}}}$$

WALL AT LANDING:

$$\text{TRIB} = 2' + 4.5' = 6.5'$$

SAME LOADING, LESS TRIB $\therefore \underline{\underline{\text{OK}}}$ BY INSPECTION

HAZARDOUS MATERIALS SURVEY

For

**Wilsonville Public works & Police
30000 Town Center Loop E
Wilsonville OR 97070**

**Produced for:
City of Wilsonville
29799 Town Center Loop E
Wilsonville, OR 97070**



ENVIRONMENTAL CONSULTING
PO Box 1445
Wilsonville, OR 97070
(503) 682-9737

October 2018

Inspection Summary

SURVEY SCOPE OF WORK

INVESTIGATION SUMMARY

ASBESTOS QUANTITIES TABLE 1

ASBESTOS SAMPLING INVENTORY TABLE 2

LEAD CONTAINING PAINT RESULTS

LEAD CONTAINING PAINT SAMPLE INVENTORY TABLE 3

LABORATORY RESULTS

CERTIFICATIONS

WILSONVILLE PUBLIC WORKS & POLICE

Building Data

30000 Town Center Loop E
Seismic Upgrades and Renovation
Wilsonville, Oregon 97070

Client Data

City of Wilsonville
29799 Town Center Loop E
Wilsonville, OR 97070

1.0 SCOPE OF WORK

Apex Environmental provided an asbestos survey investigation of the seismic upgrades and renovation of the Wilsonville Public Works and Police building.. The purpose of this investigation was to document known and suspect asbestos containing materials within the subject space that may be impacted by the upcoming renovation of the areas. All materials suspected to be impacted by the renovation were tested for asbestos. Apex has compiled this report to include following the scope of work.

1. Inspect and sample accessible suspect asbestos-containing building materials (ACBM) in accordance with state and federal regulations (OSHA and ASHARA). Limited destructive testing performed.
2. Collect bulk samples of suspect asbestos materials to be analyzed by PLM (Polarized Light Microscopy) by and accredited NVLAP Laboratory.
3. Collect representative samples of paint for lead analysis using Atomic Absorption (AA) methodology.
4. Create a report that outlines the presence, location, quantity, and condition of positive ACBMs and results of lead based paint utilizing information found within this survey.

CERTIFICATION/LIMITATIONS

Apex Environmental has conducted a physical inspection of the building and compiled this report consistent with the survey scope and certifies that the information is correct and accurate within the standards of professional quality and contractual obligations. Apex has performed this investigation in accordance with state and federal regulations that apply.

The results of this survey do not apply beyond the planned renovation described above and as shown in the drawings submitted to Apex prepared by Oh Planning and Architecture dated September 11, 2018. Materials located in areas not included in this inspection should be considered suspect and tested if impact is anticipated. Should the scope of the renovation change during the course of construction the City of Wilsonville and their representatives should be contacted to determine if materials contain asbestos or are lead based paint. Building materials should be assumed to contain asbestos unless testing shows otherwise.

Jose Godinez
AHERA Inspector
15876
Jose Godínez

Tulla Stocker
AHERA Inspector
43633 IR
Tulla Stocker

Signature

Signature

2.0 INSPECTION SUMMARY

Apex Environmental conducted an Asbestos survey of suspect asbestos-containing materials at the following site:

**Seismic Upgrades & Renovation
Public Works, and Police 1st & 2nd level
30000 Town Center Loop E, Wilsonville, Oregon**

The survey team consisted of Jose Godinez (AHERA Inspector), and Tulla Stocker (AHERA Inspector). All sampling was conducted in accordance with the Oregon Department of Environmental Quality (DEQ) and Occupational Safety and Health Administration (OSHA) testing protocol. The survey characterized the extent of suspect asbestos-containing materials in the building. This survey was performed to document asbestos containing materials within the building to accommodate the upcoming renovation of the subject areas.

Results for samples collected by Apex indicate that there is asbestos in the black window caulking. The tables below summarize the asbestos containing materials in the subject space and the materials that tested positive. Fiberglass insulation was observed above the ceilings, however this material was determined to be non-suspect insulation.

**Table 1
Materials testing positive for asbestos**

Material Description	Location	Approximate Quantity
Black Window caulking	Windows throughout	500 Linear Feet

Materials testing negative for asbestos

Material Description	Location
Yellow mastic under carpet	Underneath the carpet throughout first and second floor
Blue 12" x 12" VCT and mastic	Break room 2 nd floor
Rubber divider between door	At door entrances throughout first and second floor
2'x4' lay in ceiling tiles	Throughout first and second floor ceiling
Beige 12" x 12" VCT and mastic	Break room 2 nd floor/ 1 st floor hallway
Red filling compound between pipe penetrations	Work room 2 nd floor
Gypsum wallboard, joint compound, and plaster	First and second floors
Gray linoleum and black mastic	Bathrooms and showers on first and second floors
Yellow mastic behind wall trim	2 nd floor restrooms
Putty on duct seams	Air duct above ceiling first and second floor
Spray on coating on sink	Break room sink on second floor
Black & tan Vinyl cove base and white mastic	Throughout first and second floor
12" x 12" cream VCT and mastic	Work room 2 nd floor
Grout	Men's and women's shower 1 st floor
Cinderblock and grout	Work room 1 st floor, and exterior
Stucco	Perimeter exterior walls
Black tar	Exterior wood stairs/deck
Built up roofing	North and south ends
Fiberglass insulation*	Above ceilings

*non suspect

2.1 COLLECTION AND ANALYTICAL METHOD

Samples were collected of accessible suspect asbestos-containing materials. All analytical methods utilized were in accordance with EPA “Interim Method of the Determination of Asbestos in Bulk Insulation Samples.” Bulk samples were delivered to the laboratory of CA Labs, accompanied by proper sample chain-of-custody documentation. CA Labs is accredited and participates in the National Voluntary Laboratory Accreditation Program (NVLAP).

Samples were analyzed by Polarized Light Microscopy (PLM) to a quantitation limit of 1 percent. A homogenous area is considered not to contain asbestos only if the results of all samples collected from the area show asbestos in amounts of less than 1%. The number of samples collected of each homogeneous material was determined using the Occupational Safety and Health Administration (OSHA) requirements.

Asbestos Containing Window caulk

Asbestos containing window caulk was observed in perimeter of the interior window frames on both the first and second floors. If this material is impacted it must be removed by a certified abatement contractor prior to renovation or disturbance and disposed of per DEQ regulations (OAR 340-032-5650) the window caulk appeared to be in good condition at the time of this inspection.

Limitations

No environmental investigation can eliminate all uncertainty. Samples collected for analysis may not be representative of all site conditions. Observations, findings, and conclusions included in this report are based solely on the site conditions at the time of investigation and do not imply a warrantee or guarantee for the site. Nothing in this report constitutes a legal opinion or service and should not be relied on as such.

WILSONVILLE PUBLIC WORKS & POLICE

Table 2
City of Wilsonville
Public Works Building
Sampling Inventory

Sample No.	Material Description	Location	Results
CW-01	Roofing	North end	NAD
CW-02	Roofing	South end	NAD
CW-03	Gypsum wallboard, joint compound, and plaster	Open office U02	NAD
CW-04	Gypsum wallboard, joint compound, and plaster	Open office U02	NAD
CW-05	2' x 4' drop ceiling tile	Open office U02	NAD
CW-06	2' x 4' drop ceiling tile	Open office U02	NAD
CW-07	Black vinyl cove base and black mastic	Open office U02	NAD
CW-08	Black vinyl cove base and black mastic	Open office U02	NAD
CW-09	Yellow mastic under carpet	Outside break room	NAD
CW-10	Yellow mastic under carpet	Outside break room	NAD
CW-11	Black divider between door and clear mastic	Outside break room	NAD
CW-12	Black divider between door and clear mastic	Outside break room	NAD
CW-13	Blue 12" x 12" VCT and grey mastic	Break room	NAD
CW-14	Blue 12" x 12" VCT and grey mastic	Break room	NAD
CW-15	Beige 12" x 12" VCT and grey mastic	Break room	NAD
CW-16	Beige 12" x 12" VCT and grey mastic	Break room	NAD
CW-17	Grey coating under sink	Break room	NAD
CW-18	Grey coating under sink	Break room	NAD

NAD: No asbestos detected

WILSONVILLE PUBLIC WORKS & POLICE

**Table 2
City of Wilsonville
Public Works Building
Sampling Inventory (continued)**

Sample No.	Material Description	Location	Results
CW-19	Tan cove base with white mastic	Break room	NAD
CW-20	Tan cove base with white mastic	Break room	NAD
CW-21	Cream 12" x 12" VCT and grey mastic	Work room	NAD
CW-22	Cream 12" x 12" VCT and grey mastic	Work room	NAD
CW-23	Red compound inside pipe	Work room	NAD
CW-24	Red compound inside pipe	Work room	NAD
CW-25	Cinderblock and grout	Work room	NAD
CW-26	Cinderblock and grout	Work room	NAD
CW-27	Green putty on duct seams	Open office U07 above ceiling	NAD
CW-28	Green putty on duct seams	Open office U07 above ceiling	NAD
CW-29	Black Caulk	Interior break room window	5% CH
CW-30	Black Caulk	Interior break room window	N/A
CW-31	Black cove base with brown mastic	1 st floor storage room	NAD
CW-32	Black cove base with brown mastic	1 st floor storage room	NAD
CW-33	Beige 12" x 12" VCT with yellow mastic	1 st floor hallway	NAD
CW-34	Beige 12" x 12" VCT with yellow mastic	1 st floor hallway	NAD
CW-35	Gypsum wallboard and joint compound	1 st floor hallway	NAD
CW-36	Gypsum wallboard and joint compound	1 st floor hallway	NAD
CW-37	Grout in shower	Women's restroom 1 st floor	NAD
CW-38	Grout in shower	Women's restroom 1 st floor	NAD

NAD: No Asbestos Detected

N/A: Not Analyzed Due to Previous Positive

CH: Chrysotile Asbestos

WILSONVILLE PUBLIC WORKS & POLICE

**City of Wilsonville
Public Works Building
Sampling Inventory (continued)**

Sample No.	Material Description	Location	Results
CW-39	Grey linoleum with black and yellow mastic	Men's restroom 1 st floor	NAD
CW-40	Grey linoleum with black and yellow mastic	Men's restroom 1 st floor	NAD
CW-41	Yellow mastic behind wall trim	Men's restroom 2 nd floor	NAD
CW-42	Yellow mastic behind wall trim	Men's restroom 2 nd floor	NAD
CW-43	Exterior cinderblocks and grout	Exterior main entrance	NAD
CW-44	Exterior cinderblocks and grout	Exterior main entrance	NAD
CW-45	Stucco	North exterior wall	NAD
CW-46	Stucco	West exterior wall	NAD
CW-47	Stucco	East exterior wall	NAD
CW-48	Stucco	South exterior wall	VOID
CW-49	Black coating/tar	Exterior ramp/deck	NAD
CW-50	Black coating/tar	Exterior ramp/deck	NAD

NAD: No asbestos detected

N/A: Not analyzed due previous positive

CH: Chrysotile asbestos

Lead-Containing Paint

No “safe” level of lead in paint has been determined by OR-OSHA or the Center for Disease Control, therefore based upon the sample results all exterior painted surfaces are presumed to contain some level of lead. Sample PWPOP-04 revealed 241.77 parts per million of lead in the paint. All interior samples showed levels less than the analytical methods limit of detection.

The current OR-OSHA Lead in Construction Regulations apply to all construction work where work is performed impacting lead painted surfaces (including manual demolition, scraping, drilling, welding, etc.) where an employee may be exposed. The regulation outlines “trigger” tasks and appropriate personal protective equipment and engineering controls to be utilized when performing these tasks. This standard applies to work involving *any* amount of lead. Personal exposure assessment must be performed and appropriate personal protective equipment (PPE) worn when impacting these surfaces. PPE may be reduced based upon exposure assessments.

Table 3
City of Wilsonville
Public Works Building
Lead Based Paint Sampling Inventory

Sample No.	Sample Description	Location	Results (parts per million)
PWPOP-01	Cream paint on gypsum	Office area	<86.92
PWPOP-02	Blue/gray paint on wall	Storage area/break room	<98.14
PWPOP-03	Brown paint on trim	Printer room	<97.85
PWPOP-04	Red paint on wood wall	Building exterior	241.77

<: less than the limit of detection

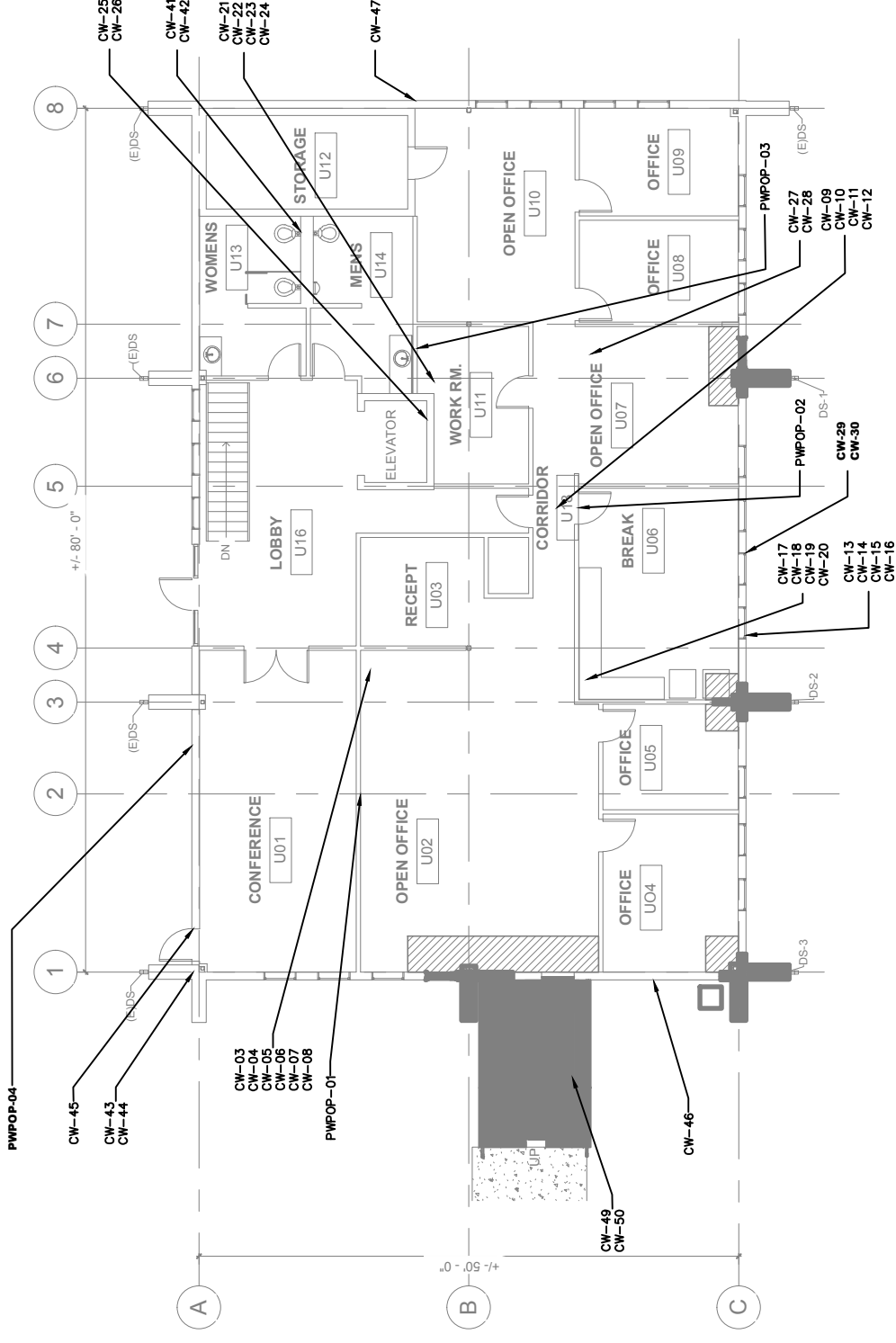
**REPRESENTATIVE
PHOTOS**



Asbestos containing window caulk

Sample No.	Sample Description	Results (parts per million)
PWPOP-01	Cream paint on gypsum	<86.92
PWPOP-02	Blue/gray paint on wall	<98.14
PWPOP-03	Brown paint on trim	<97.85
PWPOP-04	Red paint on wood wall	241.77

< less than the limit of detection



Sample No.	Material Description	Results
CW-23	Red compound inside pipe	NAD
CW-24	Red compound inside pipe	NAD
CW-25	Cinder block and grout	NAD
CW-26	Cinder block and grout	NAD
CW-27	Gray/green putty on duct seams	NAD
CW-29	Gray/green putty on duct seams	NAD
CW-29	Black caulking	5% chrysotile
CW-30	Black caulking	5% chrysotile
CW-41	Yellow mastic behind wall trim	NAD
CW-42	Yellow mastic behind wall trim	NAD
CW-43	Exterior cinderblock and grout	NAD
CW-44	Exterior cinderblock and grout	NAD
CW-45	Stucco	NAD
CW-46	Stucco	NAD
CW-47	Stucco	NAD
CW-48	Stucco	VOID
CW-49	Black coating and bar	NAD
CW-50	Black coating and bar	NAD

Sample No.	Material Description	Results
CW-01	TPO Roofing	NAD
CW-02	TPA roofing	NAD
CW-03	Gypsum wallboard and joint compound	NAD
CW-04	Gypsum wallboard and joint compound	NAD
CW-05	2"x4" lay in ceiling tile	NAD
CW-06	2"x4" lay in ceiling tile	NAD
CW-07	Black vinyl cove and white mastic	NAD
CW-08	Black vinyl cove and white mastic	NAD
CW-09	Yellow mastic under carpet	NAD
CW-10	Yellow mastic under carpet	NAD
CW-11	Black carpet divider with clear mastic	NAD
CW-12	Black carpet divider with clear mastic	NAD
CW-13	Blue 12"x12" vinyl floor tile with gray mastic	NAD
CW-14	Blue 12"x12" vinyl floor tile with gray mastic	NAD
CW-15	Beige 12"x12" vinyl floor tile with gray mastic	NAD
CW-16	Beige 12"x12" vinyl floor tile with gray mastic	NAD
CW-17	Gray coating under sink	NAD
CW-18	Gray coating under sink	NAD
CW-19	Tan cove base with white mastic	NAD
CW-20	Tan cove base with white mastic	NAD
CW-21	12"x12" cream tile with gray mastic	NAD
CW-22	12"x12" cream tile with gray mastic	NAD

NAD: No Asbestos Detected

GENERAL NOTES

1 ASBESTOS AND LEAD INVESTIGATION - MAIN FLOOR

1/16" = 1'-0"



1. THIS DRAWING IS DIAGRAMMATIC. IT SHOULD BE USED FOR GENERAL INFORMATION AND SAMPLE LOCATIONS ONLY. CONTRACTOR IS TO FIELD VERIFY ALL MATERIAL LOCATIONS AND QUANTITIES.

2. THE BLACK WINDOW CAULKING TESTED POSITIVE FOR ASBESTOS. ALL WINDOW CAULKING MUST BE REMOVED BY A CERTIFIED ABATEMENT CONTRACTOR IF RENOVATION IMPACTS WINDOWS.

3. BASED UPON THE AGE OF THE BUILDINGS ALL PAINT SHOULD BE CONSIDERED LEAD CONTAINING. FOLLOW OSHA AND EPA RRP REGULATIONS IF IMPACTING.

CITY OF WILSONVILLE
POLICE/PUBLIC WORKS BUILDING
3000 SE TOWN CENTER LOOP EAST
WILSONVILLE, OR 97070



ENVIRONMENTAL CONSULTING
P.O. Box 1445
Wilsonville, OR 97070
(503) 682-9737

DATE

OCT. 2018

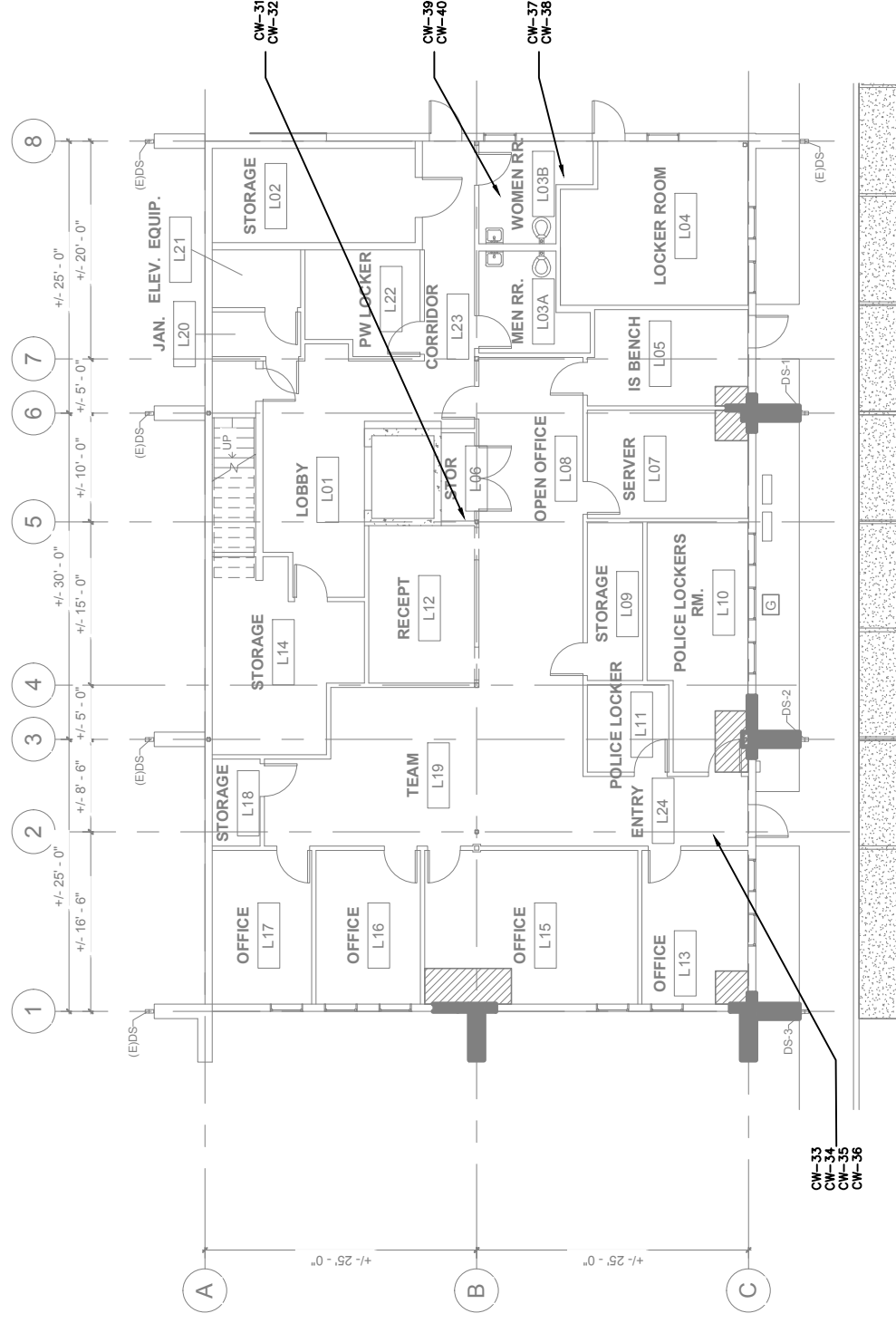
LEVEL

MAIN

HM - 200

Sample No.	Material Description	Results
CW-31	Black cove base with brown mastic	NAD
CW-32	Black cove base with brown mastic	NAD
CW-33	Beige 12"x12" floor tile with yellow mastic	NAD
CW-34	Beige 12"x12" floor tile with yellow mastic	NAD
CW-35	Gypsum wallboard and joint compound	NAD
CW-36	Gypsum wallboard and joint compound	NAD
CW-37	Grout in women's shower	NAD
CW-38	Grout in women's shower	NAD
CW-39	Grey linoleum with black and yellow mastic	NAD
CW-40	Grey linoleum with black and yellow mastic	NAD

NAD: No Asbestos Detected



GENERAL NOTES

1. THIS DRAWING IS DIAGRAMMATIC. IT SHOULD BE USED FOR GENERAL INFORMATION AND SAMPLE LOCATIONS ONLY. CONTRACTOR IS TO FIELD VERIFY ALL MATERIAL LOCATIONS AND QUANTITIES.
2. THE BLACK WINDOW CAULKING TESTED POSITIVE FOR ASBESTOS. ALL WINDOW CAULKING MUST BE REMOVED BY A CERTIFIED ABATEMENT CONTRACTOR IF RENOVATION IMPACTS WINDOWS.
3. BASED UPON THE AGE OF THE BUILDINGS ALL PAINT SHOULD BE CONSIDERED LEAD CONTAINING. FOLLOW OSHA AND EPA RRP REGULATIONS IF IMPACTING.



ASBESTOS AND LEAD INVESTIGATION - LOWER FLOOR

1/16" = 1'-0"

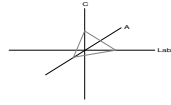
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CITY OF WILSONVILLE POLICE/PUBLIC WORKS BUILDING 30000 SE TOWN CENTER LOOP EAST WILSONVILLE, OR 97070		ENVIRONMENTAL CONSULTING P.O. Box 1445 Wilsonville, OR 97070 (503) 682-9737	LEVEL
DATE	OCT. 2018		LOWER
			HM-201

LABORATORY RESULTS

CA Labs
Dedicated to
Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798



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

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

APEX Environmental Consulting

P.O. Box 1445
Wilsonville, OR 97070

Attn: Tulla Stocker

Customer Project: Public Works/ Police
Reference #: CBR18105053Amend

Date: 10/23/2018

Analysis and Method

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

Discussion

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

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

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

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

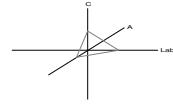
Quantification of <1% will actually be reported as <=1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In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

Qualifications

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

Baton Rouge NVLAP Lab Code 200772-0 TEM/PLM
LDEQ

TDH 30-0370



Overview of Project Sample Material Containing Asbestos

Customer Project:		Public Works/ Police		CA Labs Project #: CBR18105053Amend	
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
CW-29	1		Black Sealant	5% Chrysotile	Black Sealant No Sample Submitted
CW-30	1		Black Sealant	5% Chrysotile	
CW-48	1		No Sample Submitted		

Baton Rouge NVLAP Lab Code 200772-0 TEM/PLM

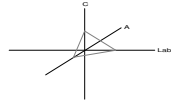
TDH 30-0370

LDEQ

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

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

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



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
APEX Environmental Consulting
P.O. Box 1445
Wilsonville, OR 97070

Customer Project:
Public Works/ Police

CA Labs Project #:
CBR18105053Amend

Phone # 503-682-9737
Fax # 503-682-0525

Turnaround Time: 2 day/8 hr

Date: 10/23/2018
Samples Received: 10/18/2018
Date Of Sampling: 10/16/2018
Purchase Order #:

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
CW-01		1	White Fibrous Insulation	Y	None Detected	100% fg	
		2	White Drywall	Y	None Detected	3% ce	97% qu, gy
CW-02		1	Green Covering	Y	None Detected	10% sy	90% qu, ma
		2	White Fibrous Insulation	Y	None Detected	100% fg	
		3	White Drywall	Y	None Detected	3% ce	97% qu, gy
CW-03		1	White Compound	Y	None Detected		100% qu, mi, pe, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy

Baton Rouge NVLAP Lab Code 200772-0 TEM/PLM TDH 30-0370

LDEQ

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)
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gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

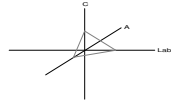
Daniel LaCour
Analyst

Senior Analyst
Alicia Stretz

Laboratory Director
Chris Williams

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



Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
APEX Environmental Consulting
P.O. Box 1445
Wilsonville, OR 97070

Customer Project:
Public Works/ Police

CA Labs Project #:
CBR18105053Amend

Phone # 503-682-9737
Fax # 503-682-0525

Turnaround Time: 2 day/8 hr

Date: 10/23/2018
Samples Received: 10/18/2018
Date Of Sampling: 10/16/2018
Purchase Order #:

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
CW-04		1	White Surfaced White Compound	N	None Detected		100% qu, mi, pe, bi, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
CW-05		1	White Surfacing	Y	None Detected		100% qu, bi, ca
		2	Tan Ceiling Tile	Y	None Detected	20% fg 70% ce	10% qu, pe
CW-06		1	White Surfacing	Y	None Detected		100% qu, bi, ca
		2	Tan Ceiling Tile	Y	None Detected	20% fg 70% ce	10% qu, pe
CW-07		1	Black Cove Base	Y	None Detected		100% qu, ma

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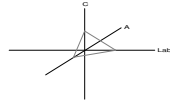
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		2	White Mastic	Y	None Detected		100% qu, bi, ca
CW-08		1	Black Cove Base	Y	None Detected		100% qu, ma
		2	White Mastic	Y	None Detected		100% qu, bi, ca
CW-09		1	Yellow Mastic	Y	None Detected		100% qu, bi
CW-10		1	Yellow Mastic	Y	None Detected		100% qu, bi
CW-11		1	Black Sealant	Y	None Detected		100% qu, ma
		2	Clear Mastic	Y	None Detected		100% qu, bi

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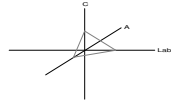
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CW-12		1	Black Sealant	Y	None Detected		100% qu, ma
		2	Clear Mastic	Y	None Detected		100% qu, bi
CW-13		1	Blue Floor Tile	Y	None Detected		100% qu, ma, ca
		2	Gray Mastic	Y	None Detected		100% qu, bi
CW-14		1	Blue Floor Tile	Y	None Detected		100% qu, ma, ca
		2	Gray Mastic	Y	None Detected		100% qu, bi
CW-15		1	Tan Floor Tile	Y	None Detected		100% qu, ma, ca

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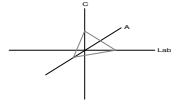
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		2	Gray Mastic	Y	None Detected		100% qu, bi
CW-16		1	Tan Floor Tile	Y	None Detected		100% qu, ma, ca
		2	Gray Mastic	Y	None Detected		100% qu, bi
CW-17		1	Gray Sealant	Y	None Detected	5% ce	95% qu, bi
CW-18		1	Gray Sealant	Y	None Detected	5% ce	95% qu, ma, bi
CW-19		1	Tan Cove Base	Y	None Detected		100% qu, ma
		2	White Mastic	Y	None Detected		100% qu, bi

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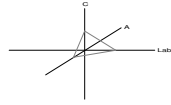
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CA Labs
Dedicated to
Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798



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

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CW-20		1	Tan Cove Base	Y	None Detected		100% qu, ma
		2	White Mastic	Y	None Detected		100% qu, bi
CW-21		1	Tan Floor Tile	Y	None Detected		100% qu, ma, ca
		2	Gray and Yellow Mastic	N	None Detected		100% qu, bi
CW-22		1	Tan Floor Tile	Y	None Detected		100% qu, ma, ca
		2	Gray and Yellow Mastic	N	None Detected		100% qu, bi
CW-23		1	Red Sealant	Y	None Detected	4% wo	96% qu, ma, bi

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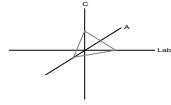
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CW-24		1	Red Sealant	Y	None Detected	4% wo	96% qu, ma, bi
CW-25		1	Gray Grout	Y	None Detected		100% qu, ma, ca
CW-26		1	Gray Grout	Y	None Detected		100% qu, ma, ca
CW-27		1	Gray Sealant	Y	None Detected	3% ce	97% qu, bi
CW-28		1	Gray Sealant	Y	None Detected	3% ce	97% qu, bi
CW-29		1	Black Sealant	Y	5% Chrysotile		95% qu, ma, bi
CW-30		1	Black Sealant	Y	5% Chrysotile		95% qu, ma, bi

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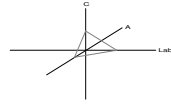
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CW-31		1	Black Cove Base	Y	None Detected		100% qu, ma
		2	Tan and Brown Mastic	N	None Detected		100% qu, bi
CW-32		1	Black Cove Base	Y	None Detected		100% qu, ma
		2	Tan and Brown Mastic	N	None Detected		100% qu, bi
CW-33		1	Tan Floor Tile	Y	None Detected		100% qu, ma, ca
		2	Yellow Mastic	Y	None Detected		100% qu, bi
CW-34		1	Tan Floor Tile	Y	None Detected		100% qu, ma, ca

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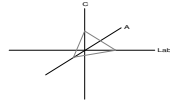
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CW-35		1	White Compound	Y	None Detected		100% qu, mi, pe, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
CW-36		1	White Compound	Y	None Detected		100% qu, mi, pe, ca
		2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
CW-37		1	Gray Grout	Y	None Detected		100% qu, ma, ca
CW-38		1	Gray Grout	Y	None Detected		100% qu, ma, ca

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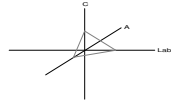
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		2	Black and Yellow Mastic	N	None Detected		100% qu, bi
CW-40		1	Gray Vinyl Flooring	Y	None Detected		100% qu, ma
		2	Black and Yellow Mastic	N	None Detected		100% qu, bi
CW-41		1	Yellow Mastic	Y	None Detected		100% qu, bi
CW-42		1	Yellow Mastic	Y	None Detected		100% qu, bi
CW-43		1	Red Surfaced Gray Grout	N	None Detected		100% qu, ma, bi, ca

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Senior Analyst
Alicia Stretz

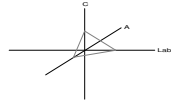
Laboratory Director
Chris Williams

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

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

CA Labs
Dedicated to
Quality

Crisp Analytical, L.L.C.
 1929 Old Denton Road
 Carrollton, TX 75006
 Phone 972-242-2754
 Fax 972-242-2798



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

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Tulla Stocker
APEX Environmental Consulting
 P.O. Box 1445
 Wilsonville, OR 97070

Customer Project:
 Public Works/ Police

CA Labs Project #:
 CBR18105053Amend

Phone # 503-682-9737
 Fax # 503-682-0525

Turnaround Time: 2 day/8 hr

Date: 10/23/2018
Samples Received: 10/18/2018
Date Of Sampling: 10/16/2018
Purchase Order #:

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
CW-44		1	Red Surfaced Gray Grout	N	None Detected		100% qu, ma, bi, ca
CW-45		1	Tan Surfaced Brown Stucco	N	None Detected		100% qu, ma, bi, ca
CW-46		1	Tan Surfaced Brown Stucco	N	None Detected		100% qu, ma, bi, ca
CW-47		1	Tan Surfaced Brown Stucco	N	None Detected		100% qu, ma, bi, ca
CW-48		1	No Sample Submitted				
CW-49		1	Black Sealant	Y	None Detected		100% qu, ma, bi
CW-50		1	Black Sealant	Y	None Detected		100% qu, ma, bi

Baton Rouge NVLAP Lab Code 200772-0 TEM/PLM TDH 30-0370

LDEQ

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

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

Approved Signatories:

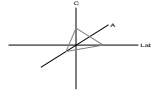
Daniel LaCour
 Analyst

Senior Analyst
 Alicia Stretz

Laboratory Director
 Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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 8. Favorable scenario for water separation on vermiculite for possible analysis by another method
 9. < 1% Result point counted positive
 10. TEM analysis suggested



Atomic Absorption Lead Report

Analysis Method: Lead in Paint analyzed by Atomic Absorption (AA)/SW-846-7420;
This analysis is not covered by the scope of accreditation by NVLAP.

Sample Prep Method: Samples are dissolved in nitric acid, extracted, and analyzed on a properly calibrated AA; Absorbency curve was calculated, bandwidth corrected, and wavelength at the time of the analysis was measured and recorded.

Client Information:
Apex Environmental
P.O. Box 1445
Wilsonville, OR 97070

Client Project:
City of Wilsonville
PWPO

CA Labs Project #:
CBR18115492

Date: 11/09/2018

Phone: 503-682-9737

Turnaround Time: 8 hr

Samples Received: 11/09/2018

Fax: 503-682-0525

Attn: Tulla Stocker

Purchase Order #:

Sample#	Sample Concentration: parts per million (ppm)	Weight Percent:
---------	--	-----------------

PWPOP-01	<86.92	<0.0087
PWPOP-02	<98.14	<0.0098
PWPOP-03	<97.85	<0.0098
PWPOP-04	241.77	0.0242
Lab Blank	< 1.00	----

Quality Control:

Duplicate: 0 RPD

Spike: 105 % Recovery

NVLAP # 200772-0

Approved Signatories:

Sidney Pinkerton

Sidney Pinkerton
Analyst

TDH # 30-0370

Page 2 of 2

Chris Williams

Christopher Williams
Laboratory Director

Alicia Stretz
Senior Analyst

Notes:
The current guidelines for lead in paint from the Consumer Products Safety Council (CPSC) is 0.06% by weight; the Housing and Urban Development (HUD) guideline is 0.5% by weight.

This test report relates only to the items tested. This test reports relates only to the items tested. NVLAP accreditation does not imply endorsement by any US Government agency. This report may not be reproduced except in full without written permission from CA Labs.

These results are submitted pursuant to CA Labs' current terms and condition of sale, including the company's standard warranty and limitation of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping and handling fee may be assessed for the return of any samples.

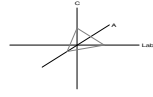
Analysis performed at CA Labs, LLC. 12232 Industriplex Blvd, Suite 32, Baton Rouge, LA 70809. Phone 225-751-5632, fax 225-751-5634, after hours mobile 225-993-3471.

CA Labs

Dedicated to
Quality

Crisp Analytical, L.L.C.

1929 Old Denton Rd
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798



CA Labs, L.L.C.

12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

**ATOMIC ABSORPTION
LEAD ANALYSIS
LABORATORY ANALYSIS REPORT**

Apex Environmental

P.O. Box 1445

Wilsonville, OR 97070

reference number: CBR18115492

LABORATORY ANALYSIS:

Summary of lead analysis by atomic absorption in all relevant media using the method described in SW-846-7420. All analysts have received the necessary in-house and extramural training to perform analysis of samples for the presence of lead. A duplicate analysis is performed on greater than ten percent of all samples. A spiked concentration sample is analyzed with each sample group for instrument calibration. All analysts are required to participate in quality control analysis rounds. Instrument calibrations are performed on a daily, weekly, and monthly basis.

This report must not be used to claim product endorsement or any agency of the U.S. Government. This test relates only to the items described and tested herein. This report may not be reproduced except in full, without written permission by CA Labs. This method is not covered under the scope of accreditation of NVLAP.

METHOD:

The procedure for paint chip analysis follows AOAC5.009(974.02) and SW-846-7420. The analysis of soil, wipes, and wastewater for the presence of lead is also referenced by SW-846-7420. Methodology for the analysis of lead in air samples follows NIOSH Method 7082.

Analysis performed at CA Labs, LLC. 12232 Industriplex Blvd, Suite 32, Baton Rouge, LA 70809. Phone 225-751-5632, fax 225-751-5634, after hours mobile 225-993-3471.

CERTIFICATIONS

M&C Environmental Training

Asbestos Inspector
Refresher Training Course

Tulla Stocker

has successfully completed the Asbestos Inspector Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7 Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training, Inc., 1619 Beverly Place, Berkeley, California 94707. Tel. #(510) 525 - 1388

Course Approval Number: CA-003-06

Location: Oakland, California

Expiration: April 5, 2019

Dates: April 5, 2018

Director of Training: John McGinnis



Certificate Number 43633 IR

M&C Environmental Training

Asbestos Project Designer Refresher Training Course

Tulla Stocker

has successfully completed the Asbestos Project Designer Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7 Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training, Inc., 1619 Beverly Place, Berkeley, California 94707. Tel. #(510) 525 - 1388

Course Approval Number: CA-003-10

Location: Oakland, California

Dates: April 4, 2018

Expiration: April 4, 2019

Director of Training: John McGinnis



Certificate Number 43622 DR

M&C Environmental Training

Asbestos Management Planner Refresher Training Course

Tulla Stocker

has successfully completed the Asbestos Management Planner Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7 Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training, Inc., 1619 Beverly Place, Berkeley, California 94707. Tel. #(510) 525 - 1388

Course Approval Number: CA-003-08

Location: Oakland, California

Expiration: April 5, 2019

Dates: April 5, 2018

Director of Training: John McGinnis



Certificate Number **43656 PR**

M&C Environmental Training

Asbestos Contractor/Supervisor Refresher Training Course

Tulla Stocker

has successfully completed the Asbestos Contractor/Supervisor Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7 Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training, Inc., 1619 Beverly Place, Berkeley, California 94707. Tel. #(510) 525 - 1388

Course Approval Number: CA-003-04

Location: Oakland, California

Dates: April 6, 2018

Director of Training: John McGinnis



Expiration: April 6, 2019

Certificate Number **43668 SR**

State of Oregon
Oregon Health Authority

Tulla R. Stocker

is certified by the Oregon Health Authority to conduct Lead-Based Paint Activities

Risk Assessor

Certification Number: 1062--Indv--R
Issuance Date: 6/20/2017
Expiration Date: 6/30/2020



Oregon
Health
Authority

State of Oregon
Oregon Health Authority

Apex Environmental

is certified by the Oregon Health Authority to conduct Lead-Based Paint Activities

Certification Number:	1154--LBP FIRM
Issuance Date:	6/20/2017
Date of Expiration:	6/30/2020



Oregon
Health
Authority



3980 Quebec St., 2nd Floor, Denver CO 80207-1633 800-711-2706

Student Affiliation:
Apex Environmental
99086585

Certificate of Completion

Tulla Stocker

has successfully completed training and passed all testing requirements for
40-Hour HAZWOPER
as per 29 CFR 1910.120(e)

Presented this
Thursday, September 20, 2018

Certificate Number: 754961558
Compliance Solutions Occupational Trainers, Inc.

Jeffrey E. Kline
President/CEO

Certificate of Completion

This is to certify that

Jose Godinez

has satisfactorily completed
4 hours of refresher training as an
AHERA Building Inspector

to comply with the training requirements of
TSCA Title II, 40 CFR 763 (AHERA)

EPA Provider # 1085

170313

Certificate Number



Nov 14, 2018 Expires in 1 year.

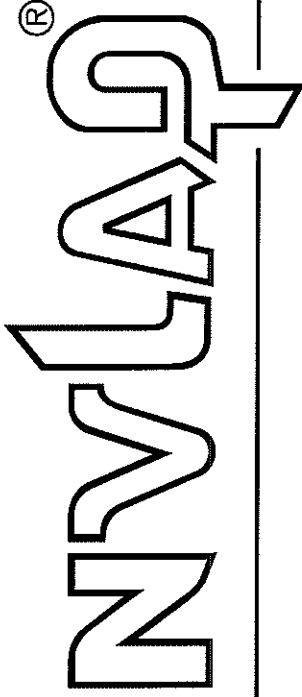
Date(s) of Training

Exam Score (if applicable):

A handwritten signature in black ink, appearing to be "J. Godinez", written over a horizontal line.

Instructor

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200772-0

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

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

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2018-01-01 through 2018-12-31

Effective Dates

A handwritten signature in black ink, appearing to read "Peter S. Luman".

For the National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

CA Labs L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809-7105
Mr. Christopher Williams
Phone: 225-751-5632 Fax: 225-751-5634
Email: calabsbr@calabsinc.com
<http://www.calabsinc.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200772-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

Handwritten signature of Christopher Williams in black ink.

For the National Voluntary Laboratory Accreditation Program



State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SERVICES

Read Receipt Requested

AI No. 165918
Activity No. ACC20170001
LELAP Lab ID # 03069
Accreditation Year FY 2018
Renewal due FY 2019

Mr. Christopher Williams
CA Laboratories LLC
12232 Industriplex Blvd Ste 32
Baton Rouge, Louisiana 70809

Re: Annual Scope of Accreditation

Dear Mr. Williams:

The Louisiana Department of Environmental Quality's laboratory accreditation program, in accordance with Louisiana Administrative Code, Title 33, Part I, Subpart 3, Laboratory Accreditation, accredits this laboratory for Fiscal Year 2018. This accreditation does not constitute an endorsement of the suitability of the listed methods for any specific purpose. The laboratory is accredited for the method as identified on the application for accreditation; if the method is partially identified on the application for accreditation, the laboratory is accredited for the versions listed on the current application or referenced in the laboratory standard operating procedure.

Louisiana Environmental Laboratory Accreditation Program (LELAP) accreditation is granted for those methods/analytes for which "STATE" is indicated as the type of accreditation. Accreditation is dependent on the laboratory's successful ongoing compliance with regulations as outlined in the Louisiana Administrative Code, Title 33, Part I, Subpart 3, Laboratory Accreditation.

The accreditation certificate is the property of the State of Louisiana. Should your accreditation be suspended or revoked, your laboratory must return the certificate of accreditation to the department and delete any electronic copies until your accreditation status is restored.

LAC 33:I.5313.A requires that the laboratory report include all relevant information. Therefore, the certificate number shall be placed in the upper right corner of all laboratory reports. If the test report includes results of any test for which the laboratory is not accredited, the unaccredited results must be clearly identified as such.

Mr. Christopher Williams
CA Laboratories LLC
Page 2 of 2

We request that you examine the scope of accreditation attachment for accuracy and completeness. If you find that an analyte for which you expected to be accredited is not listed, please examine your records to ensure that:

1. You have met the requirements for successful participation in proficiency test studies as outlined in LAC 33:I.4711.
2. In the case of accreditation by recognition, the requested analyte must be listed for the requested method and matrix on both the certificate issued by the Primary Accreditation Body *and* on the Louisiana application form.

If after reviewing this information, the scope and/or certificate are inaccurate, please notify us immediately.

If you have any questions, please contact your assigned assessor Grant Aucoin, Environmental Scientist at (225) 219-3301.

Sincerely,



Cheryl Sonnier Nolan
Administrator
Public Participation and Permit Support Services Division

26 May 2019
Date

CSN:PB:gra



STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Is hereby granting a Louisiana Environmental Laboratory Accreditation to



CA Laboratories LLC
12232 Industriplex Blvd Ste 32
Baton Rouge, Louisiana 70809

Agency Interest No. 165918
Activity No. ACC20170001

According to the Louisiana Administrative Code, Title 33, Part I, Subpart 3, LABORATORY ACCREDITATION, the State of Louisiana formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed in the attachment.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part I, Subpart 3 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part I. Please contact the Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) to verify the laboratory's scope of accreditation and accreditation status.

Accreditation by the State of Louisiana is not an endorsement or a guarantee of validity of the data generated by the laboratory. To be accredited initially and maintain accreditation, the laboratory agrees to participate in two single-blind, single-concentration PT studies, where available, per year for each field of testing for which it seeks accreditation or maintains accreditation as required in LAC 33:I.4711.

Cheryl Somnier Nolan
Administrator
Public Participation and Permit Support Services Division

Issued Date: 26 May 2017

Effective Date: July 1, 2017
Expiration Date: June 30, 2018
Certificate Number: 03069



STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

CA Laboratories LLC
AI Number: 165918
Activity No. ACC20170001
Expiration Date: June 30, 2018

Effective Date: July 1, 2017

12232 Industriplex Blvd Ste 32, Baton Rouge, Louisiana 70809

Certificate Number: 03069

Air Emissions

Analyte	Method Name	Method Code	Type	AB
100173 - Asbestos by Phase Contrast Microscopy	NIOSH 7400 (A Rules)	899	State	LA
100171 - Asbestos by Transmission Electron Microscopy	EPA Level II Contract #68-02-3266	2020	NVLAP	LA
100131 - Airborne Asbestos	40 CFR Part 763, Subpart E, Appendix A (Mandatory TEM)	2062	NVLAP	LA
100172 - Asbestos by Polarized Light Microscopy	EPA 600/R-93/116	10294583	NVLAP	LA

Non Potable Water

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

Solid Chemical Materials

Analyte	Method Name	Method Code	Type	AB
100095 - Asbestos in Bulk Insulation	40 CFR 763, Subpart E, Appendix E (Section 1.PLM)	2004	NVLAP	LA
100172 - Asbestos by Polarized Light Microscopy	EPA 600/R-93/116	10294583	NVLAP	LA
100171 - Asbestos by Transmission Electron Microscopy	EPA 600/R-93/116	10294583	NVLAP	LA

Biological Tissue

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE