

BID DOCUMENTS

Cherry St. Demo



CITY OF PORT TOWNSEND
WASHINGTON

Work Order No. 0043

Project Contact:
Steve King
sking@cityofpt.us

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CITY OF PORT TOWNSEND

Invitation to Bid

100 Cherry St Demolition

The City of Port Townsend is requesting bids for the demolition and disposal of an approximately 5,337 gross square foot, 3-story stucco building with an approximately 1,855 sq ft footprint located at 100 Cherry Street.

Sealed Bids will be received by the City of Port Townsend, 250 Madison St., Suite 1, Port Townsend, WA 98368 until September 21, 2023 at 3:00 p.m. The City of Port Townsend reserves the right to reject any and all Bids and to waive minor informalities or irregularities in the Bidding.

A copy of the Bid Documents may be obtained from the City of Port Townsend website at <https://cityofpt.us/rfps>. Inquiries regarding this project should be directed to Steve King, Public Works Director sking@cityofpt.us.

Non-Discrimination. No bidders will be discriminated against on the grounds of sex, race, color, age, national origin, sexual orientation, gender identity, religion, or disability in consideration of an award of any contract or subcontract. All bidders are directed to solicit and consider minority and women-owned businesses as potential subcontractors and material suppliers for this project.

John Mauro, City Manager
City of Port Townsend, WA

INSTRUCTIONS AND INFORMATION FOR BIDDERS

SCOPE OF WORK

This project is a lump sum bid for the scope of work described in Exhibit H. Contractor shall include all costs for items of work identified and any items not identified that is necessary to completely remove the structure.

NON COLLUSION DECLARATION

By signing the Proposal the Bidder will be deemed to have signed and agreed to the requirements of the Non Collusion Declaration. The Non Collusion Declaration can be reviewed under **Exhibit B**.

DELIVERY OF PROPOSAL

Sealed Bids will be received by the City of Port Townsend, at Front Desk located at City of Port Townsend, 250 Madison St., Suite 1, Port Townsend, WA 98368 until 3:00 p.m. on **September 21, 2023 at 3:00 p.m.**

Each proposal shall be in a sealed envelope with the outside clearly marked with the Bid opening date and time, the project name and number as it appears in this advertisement, and the name and address of the Bidder. Bids shall be addressed to the Front Desk, City of Port Townsend, 250 Madison Street, Suite 1, Port Townsend, WA 98368.

Any Bid received after the time and date specified shall not be considered. The City of Port Townsend may consider non-responsive any Bid not prepared and submitted with provisions hereof. **Emailed will not be accepted.**

Each Bid must be accompanied by the following completed forms executed as required.

- **Exhibit A** – Bid Proposal
- **Exhibit B** - Non-Collusion Declaration

WITHDRAWAL OR REVISIONS OF PROPOSAL

After submitting a Bid Proposal to the City of Port Townsend, the Bidder may withdraw or revise it if:

1. The Bidder submits a written request signed by an authorized person, and
2. The City of Port Townsend receives the request before the time set for receipt of Proposals.

The original Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the City of Port Townsend receives it before the set for receipt of Proposals.

No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding 60 days.

QUALIFICATIONS OF BIDDERS

The City of Port Townsend may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City of Port Townsend all such information and data for this purpose as the City of Port Townsend may request. The City of Port Townsend reserves the right to reject any Bid if the evidence is submitted by or an investigation

INSTRUCTIONS AND INFORMATION FOR BIDDERS

of such Bidder fails to satisfy the City of Port Townsend that such Bidder is properly qualified to carry out obligations of the contract and to complete the work contemplated therein.

IRREGULAR PROPOSALS

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified;
 - b. The authorized Proposal Form furnished by the City of Port Townsend is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6.
 - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification that they are in agreement with the Bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit Disadvantaged Business Enterprise Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made; or
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City of Port Townsend;
 - c. Receipts of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

DISQUALIFICATION OF BIDDERS

A Bidder may be deemed not responsible and the Proposal rejected if:

1. More than one Proposal is submitted for the same project from a Bidder under the same or different names;

INSTRUCTIONS AND INFORMATION FOR BIDDERS

2. Evidence of collusion exists with any other Bidder. Participants in collusion will be restricted from submitting further Bids;
3. A Bidder is not prequalified for the Work or to the full extent of the Bid;
4. An unsatisfactory performance record exists based on past or current City of Port Townsend (or otherwise) Work;
5. There is uncompleted work (City of Port Townsend or otherwise) which might hinder or prevent the prompt completion of the Work Bid upon;
6. The Bidder failed to settle bills of labor or materials on past or current Contracts;
7. The Bidder has failed to complete written public contract or has been convicted of a crime arising from a previous public contract;
8. The Bidder is unable, financially or otherwise, to perform the Work;
9. A Bidder is not authorized to do business in the state of Washington; or
10. There are any other reasons deemed proper by the City of Port Townsend.

REGISTRATION REQUIREMENTS FOR CONTRACTORS

All Bidders, including General Contractors, shall be registered as Contractors by the State Department of Licenses in conformance with the requirements of applicable parts of Chapter 18, RCW, (an act providing for the registration of Contractors), and shall have a current City of Port Townsend Business License before signing the project contract.

PRE-AWARD INFORMATION

The City of Port Townsend will require that the apparent lowest responsible Bidder provide a breakdown cost of all lump sum Bid Items.

BASIS OF AWARD

The City of Port Townsend will select and award the Contract to the lowest responsive, responsible Bidder whose proposal, submitting the base Bid, or base Bid plus any alternatives (if any) selected by the City of Port Townsend, as determined most advantageous to the City of Port Townsend.

If at the time this contract is to be awarded, the lowest acceptable Bid exceeds the funds then estimated by the City of Port Townsend as available, the City of Port Townsend may reject all Bids or take such other action as best serves the City of Port Townsend's interest.

If the Bid Proposal form includes alternatives, the City of Port Townsend may accept all, part, or none of the listed alternative Bids. Apparent low Bidder selection may be based on the total of the base Bid plus those alternative Bids the City of Port Townsend chooses to accept (at the sole discretion of the City of Port Townsend.)

AWARD OF CONTRACT

Contract award or Bid rejection will occur within 45 calendar days after Bid opening. If the lowest responsible Bidder and the City of Port Townsend agree, this deadline may be extended. If they cannot agree on an extension by the 45-calendar day deadline, the City of Port Townsend reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids. The City of Port Townsend will notify the successful Bidder of the Contract Award in writing.

INSTRUCTIONS AND INFORMATION FOR BIDDERS

CONTRACT

The City of Port Townsend Public Works Contract form is included in the Bid package marked as **Exhibit D**, which shall be used and required of the Bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Contract, provide insurance (**Attachment 1**), and to obtain a Contract Bond (**Exhibit E & F**) within 10 calendar days from the date when Notice of Award is delivered to the Bidder.

EXECUTION OF CONTRACT

Within 7 calendar days after the award date, the successful Bidder shall return the signed Contract, and required insurance certification and Contract Bond as required by the Contract documents. Before execution of the contract by the City of Port Townsend, the successful Bidder shall provide any pre-Award information the City of Port Townsend may require under Section 1-02.15. Until the City of Port Townsend executes a Contract, no Proposal shall bind the City of Port Townsend nor shall any Work begin within the project limits or within City of Port Townsend-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City of Port Townsend.

CONTRACT BONDS

Contract Bonds, in the form attached as **Exhibit E & F**, in the amount of 100% of the contract price, with a corporate surety approved by the City of Port Townsend, will be required for the faithful performance of the contract. At the contractor's option, applying 10% retainage may replace the requirement for a contract bond if the contract price is \$150,000 or less.

INSURANCE REQUIREMENTS

All Bidders will be required, if they are awarded the contract, to provide evidence of insurance in accordance with the requirements set forth in **Attachment 1**. Bidders should pay special note to the insurance requirements and insurance documents required. (Note: These insurance requirements take precedence over the 2012 Washington State Department of Transportation Standards Specifications for Road, Bridge, and Municipal Construction)

WAIVER OR REJECTION

The City of Port Townsend may waive any informality or minor defect or reject any and all Bids at any time.

BIDDER FAMILIARITY WITH REQUIREMENTS

Bidders must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all Bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid, and the Bidder shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

INSTRUCTIONS AND INFORMATION FOR BIDDERS

NOTICE TO PROCEED

A *Notice to Proceed* shall be issued on or prior to the **pre-construction meeting**. Should there be reasons why the Notice to Proceed cannot be issued within such period, time may be extended by mutual agreement between the City of Port Townsend and the Contractor. If the *Notice to Proceed* has not been issued by the **pre-construction meeting** or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of each party.

SUBSTANTIAL COMPLETION

The contract shall be completed within 30 working days.

PROGRESS ESTIMATES AND PAYMENTS

Engineer-issued progress estimates or payments for any part of the Work shall not be used as evidence of performance or quantities. Progress estimates serve only as basis for partial payments. The Engineer may revise progress estimates any time before final acceptance. If the Engineer deems it proper to do so, changes may be made in progress estimates and in the final estimate. The Contractor shall provide the City of Port Townsend with an invoice based in the amount stated in the progress estimate.

RETAINAGE

The City of Port Townsend will hold 5% retainage in accordance with RCWs.

SALES TAX/USE TAX

Retail sales/use tax to be collected from the City of Port Townsend on the Contract amount shall be stated separately in the spaces provided, as applicable, and shall not be included in the unit or lump sum prices stated in the Proposal. The amount of retail sales tax stated will not be considered as a competitive bid item and will be considered to be an estimate only.

All other federal, state, and local sales, use, or other taxes as required by federal, state, or local laws shall be included in the unit prices, lump sum price, or other prices stated in the Proposal.

COMPLIANCE WITH LABOR STANDARDS AND RATE OF WAGE REQUIREMENTS

The Work under this Contract is to be paid for by public funds; therefore, the Contractor shall comply with the Washington State prevailing wage laws (RCW 39.04, RCW 39.12, RCW 43.19, and RCW 49.38). Copies of Pamphlet No. F700-032-000 (1-89) explaining the prevailing wage law is available from the following:

Department of Labor and Industries
ESAC Division
P.O. Box 44540
Olympia, WA 98504-4540
(360) 902-5335

INSTRUCTIONS AND INFORMATION FOR BIDDERS

The City of Port Townsend does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

The prevailing wages are listed on the LNI website:

<https://secure.lni.wa.gov/wagelookup/>

Intents and Affidavits of wage paid are to be filed on the LNI website thru Secure Access Washington.

CORRECTIONS, INTERPRETATIONS AND ADDENDA

Any omissions, discrepancies, or need for interpretation should be brought in writing to the attention of the following:

Steve King, Public Works Director
250 Madison Street, Suite 2R3
Port Townsend, WA 98368
sking@cityofpt.us

Written addenda to clarify questions, which should arise, will then be issued if appropriate. All interpretation or explanation of the bid contract documents shall be in the form of an addendum, and no oral statements by the City of Port Townsend or any other officer, employee or other agent or representative of the City of Port Townsend shall in any way modify the contract or bid documents, whether made before or after letting the contract.

EXHIBIT A

BID PROPOSAL

Proposal of _____

(Hereinafter called *Bidder*), organized and existing under the laws of the State of, doing business as

To the City of Port Townsend (*City*):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for the following Project or Contract: **Cherry St. Demolition** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed.

Bidder acknowledges that if the Bid Proposal is made without a requirement for a Bid Deposit, and Bidder is awarded the Contract but fails to execute the Contract, then Bidder shall be disqualified from submitting further Bid Proposals to the City for a period of two years from Notice of Award.

Bidder agrees to perform all work as described in the Contract Documents and as shown on the drawings for the: **Cherry St. Demolition** for the lump sum of: _____ for the Base Bid.

Total lump sum bid amount \$ _____

Sales tax 9.1% \$ _____

Total Bid \$ _____

EXHIBIT A

Receipt is hereby acknowledged of Addendum(s) No(s): _____ [NOTE: write "none" if there were no addendums.]

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.
2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Bidder's Firm Name

Date

By: _____
Authorized Signature (required)

Bidder's address and
Telephone/email address for
Official communications:

STATE CERTIFICATE OF REGISTRATION NO. _____

STATE UNIFIED BUSINESS IDENTIFIER NO. _____

EXHIBIT B

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the *hotline* to report such activities.

The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

EXHIBIT C

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUES

(Due with the Bid Package)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date September 21, 2023 the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship

Partnership

Joint Venture

Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT D

SMALL WORKS CONTRACT

Between: City of Port Townsend and _____
For: **Cherry St. Demolition**
Commencing: _____
Terminating: _____
Amount: \$ _____

THIS AGREEMENT, made and entered into as of the last date signed below, by and between the **CITY OF PORT TOWNSEND**, a Washington municipal corporation (the City), and _____, a _____ corporation/partnership, (the Contractor).

RECITALS

WHEREAS, the City is desirous of contracting with Contractor for the **Cherry St. Demolition**

WHEREAS, pursuant to the invitation of the City extended through the small works roster process, the Contractor did, in accordance therewith, file with the City a proposal containing an offer which was invited by said notice, and

WHEREAS, the City has heretofore determined that Contractor's offer was the lowest responsive and responsible bid submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall do all the work, including all construction and services, and furnish all tools, materials and equipment for the above-described work in accordance with and as described in the attached plans and specifications and shall perform any alterations in or additions to the work as provided under this Contract. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The agreement between the parties includes this Contract, along with the attached plans and specifications, Contractor's bid proposal (**Attachment A**), Performance Bond and Payment Bond [or Declaration of 10% Retainage Option in Lieu of Performance Bond and Payment Bond, L&I form Statement of Intent to

EXHIBIT D

Pay Prevailing Wages - Public Works Contract and Insurance Requirements which are hereby incorporated by reference and made a part of this Contract as if set forth in full and shall be referred to herein as the *Contract Documents*.

3. City Responsibility/Payment. The City hereby promises and agrees with the Contractor to employ, and does employ, the Contractor to provide the materials to do and cause to be done as described in the Scope of Work and to complete and finish the same according to the attached plans and specifications and the terms and conditions contained in this Contract. The City agrees to pay the Contractor for the actual work completed according to the scope of work the sum of \$ _____ .

4. Time of Performance/Liquidated Damages. The City and the Contractor shall set a schedule of start and completion dates at the pre-construction meeting.

5. Warranties/Guaranty.

5.1. The Contractor warrants to the City that any materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

5.2. The Contractor for him/herself and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from, any damage or expense by reason of failure of performance as specified in the Contract Documents or from defects appearing or developing in the material or workmanship provided or performed under the Contract Documents within a period of one year after its acceptance thereof by the City.

6. Change Orders. Minor changes in the work, in the amount of the contract sum, or in the time for completion of the work may be accomplished only by a written document, signed by the Contractor and the City Manager on behalf of the City. Once effective, the Contractor shall proceed promptly with the work as modified, unless otherwise provided in the change order.

7. Insurance. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance evidencing:

EXHIBIT D

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; and employer's liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.
3. Workers' Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy with respect to work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured, using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage and those endorsements, shall be attached to the certificate of insurance. The Contractor's insurance shall be the primary insurance with respect to the City, and the Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1. Performance Bond. Upon execution of this Contract, as required by Chapter 39.08 RCW, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sale's tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this Contract. This bond shall be in force until completion of the project and acceptance by the city and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

8.2 Payment Bond. Further the Contractor shall furnish a surety bond in the full amount of the contract price which shall guarantee the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this Contract. This bond shall be in force until completion of the project and acceptance by the city and also upon such period thereafter during which the law allows liens to be filed and sued upon. This payment bond shall by

EXHIBIT D

furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

8.3 Retainage in Lieu of Bonds for contracts of \$150,000 or less. Pursuant to RCW 39.08.010, in lieu of the bonds required under subsections 8.1 and 8.2 and at the option of the Contractor, the City may retain ten (10%) percent of the Contract amount for a period of thirty (30) days after the date of final acceptance or until receipt of all necessary releases from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department and settlement of any liens filed under chapter 60.28 RCW, whichever is later. If choosing this option, the Contractor shall complete and submit to the City a Declaration of 10% Retainage Option in Lieu of Performance Bond and Payment Bond form.

8.4. Retained Percentage. Pursuant to Section 60.28.011 RCW, the City will hold in trust five percent (5%) of the moneys earned by the Contractor pending completion of the work, final acceptance by the City, and approval of the Affidavit of Wages Paid by the Department of Labor and Industries. In lieu of retainage, the Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in Section 60.28.011 RCW.

8.5. Prevailing Wages. Pursuant to RCW Chapter 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- a Statement of Intent to Pay Prevailing Wages, which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and each and every subcontractor -- an Affidavit of Wages Paid before the funds retained under subsections 8.3 or 8.4 of this Contract are released to the Contractor.

9. Bidder Responsibility Criteria. The Contractor agrees to comply with the requirements of the bidder responsibility criteria set forth in RCW 39.04.350 and RCW 39.06.020.

10. City Business License Required. The Contractor must obtain a City of Port Townsend Business License before any payment under the Contract can be made.

11. Assignment/Delegation. The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

12. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the Port Townsend Municipal Code and ordinances of the City of Port Townsend. Venue for any action hereunder shall be in Jefferson County.

EXHIBIT D

13. Termination. This Contract can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this Contract in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

14. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

”

TO CITY:

Public Works Department
City of Port Townsend
Attn: Steve King

Port Townsend, WA 98368
Telephone: (360) 379-5090
email: sking@cityofpt.us

TO CONTRACTOR:

Telephone: _____
email: _____

15. Indemnity and Hold Harmless. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

16. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

17. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

EXHIBIT D

18. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs and disbursements incurred by such party.

19. Entire Contract. This Contract, together with all bid documents referred to herein, constitutes the entire agreement between the parties hereto.

20. Binding Effect. This Contract shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

21. Modification. No modification of this Contract shall be of any force or effect, unless in writing signed by the parties.

22. Corporate Authority. Each individual executing this Contract is duly authorized to execute and deliver this Contract on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the Bylaws of the corporation, and this Contract is binding upon the corporation in accordance with its terms. A certified copy of such resolution shall be furnished to the City within ten (10) days of the date of the execution of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the date last signed below.

CITY OF PORT TOWNSEND

[CONTRACTOR]

John M. Mauro, City Manager

Name:

Title:

Date: _____

Date: _____

Approved as to form:

Heidi Greenwood, City Attorney

ATTACHMENT 1

INSURANCE & INDEMNITY REQUIREMENTS FOR CONSTRUCTION PROJECTS

INDEMNIFICATION / HOLD HARMLESS

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

INSURANCE

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors,

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CO 20 10 11 85 or a substitute endorsement providing equivalent coverage.

ATTACHMENT 1

3. **Workers' Compensation** coverage as required by the Industrial Insurance law-s of the State of Washington.
4. **Builders Risk** insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible or \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The word "endeavor" is not acceptable language regarding the required notification.
3. The insurance policies shall include the City as Additional Named Insured.

ATTACHMENT 1

D. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise,

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

EXHIBIT E

PERFORMANCE BOND

to City of Port Townsend, WA

Bond No. _____

The City of Port Townsend, Washington, has awarded to _____ (Principal), a contract for the construction of the project designated as **Cherry St. Demolition No. 0043** in Port Townsend, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

EXHIBIT F

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

We the Undersigned _____ as PRINCIPAL (Contractor) and _____ a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto CITY OF PORT TOWNSEND, as OBLIGEE, in the sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with CITY OF PORT TOWNSEND dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows: _____.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with Titles 60.28, 39.08, and 39.12 RCW including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in force and effect, subject, however, to the following conditions:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the

EXHIBIT F

Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF PORT TOWNSEND against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

EXHIBIT G

CITY OF PORT TOWNSEND

Title VI Non Discrimination Assurances

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

EXHIBIT G

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

EXHIBIT H

CITY OF PORT TOWNSEND

Scope of Work and Contract Specifications

SCOPE OF WORK

The City of Port Townsend invites bids for the demolition and dispose of an approximately 5,337 gross square foot, 3-story stucco building with an approximately 1,855 sq ft footprint located at 100 Cherry Street.

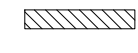
This project includes:

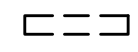
- Obtaining and complying ORCAA asbestos demolition notification and permitting.
- Obtaining a City demolition permit and complying with the provisions of the permit.
- Contractor shall perform dust control.
- Contract shall include demolish, haul of demolition materials, and dispose of approximately 3-story structure. First floor only includes exterior and interior shear walls. The top two floors are a 1920s apartment building with two 2-bedroom apartments on each floor.
- An asbestos report was obtained for remodeling purposes and is attached to this contract. Asbestos has been identified in pipe run and pipe elbow insulation as well as sheet flooring in Unit 2 kitchen bottom layer and as outlined in the report.
- Contractor shall provide asbestos abatement is required prior to demolition.
- Concrete rubble and foundations must be removed. Recycling of concrete is encouraged. The disposal location shall be provided to the City.
- Site grading is required after concrete removal. Slopes shall be graded at no steeper that 3H:1V slopes.
- Utilities shall be cut clean and capped. If any unknown utilities are encountered, contact the City immediately.
- The Contractor shall be responsible for all disposal and hauling costs. If utilizing a dumpster, the contractor shall be required to contract with Olympic Disposal, only nonhazardous waste can be placed into their dumpsters. If self-hauling, all refuse must go to the Jefferson County Transfer Station. The contractor is encouraged to recycle demo materials as much as possible to reduce costs.
- Floor plans available demonstrate existing floor plan used for the originally proposed remodel. The floor plan is provided for contractor reference only. The Contractor shall verify disposal volumes independently for the purpose of providing a bid.
- Historic review not needed. The structure is not a Port Townsend contributing historic structure.
- Tours and/or photos available upon request.
- Working hours shall follow city noise ordinance.
- The contractor shall pay prevailing wages.

REV	DATE	DESCRIPTION

DRAWN BY:
AD
DATE:
11-12-19
SCALE:
1/4" = 1' - 0"

DEMOLITION PLAN SYMBOL KEY:

 SOLID LIGHT LINE WITH HATCH DENOTES EXISTING WALLS TO REMAIN

 DASHED HEAVY LINE DENOTES WALL / CABINETRY / APPLIANCE TO BE REMOVED.

DEMOLITION PLAN NOTES:

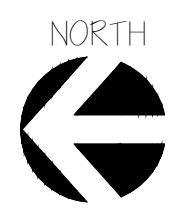
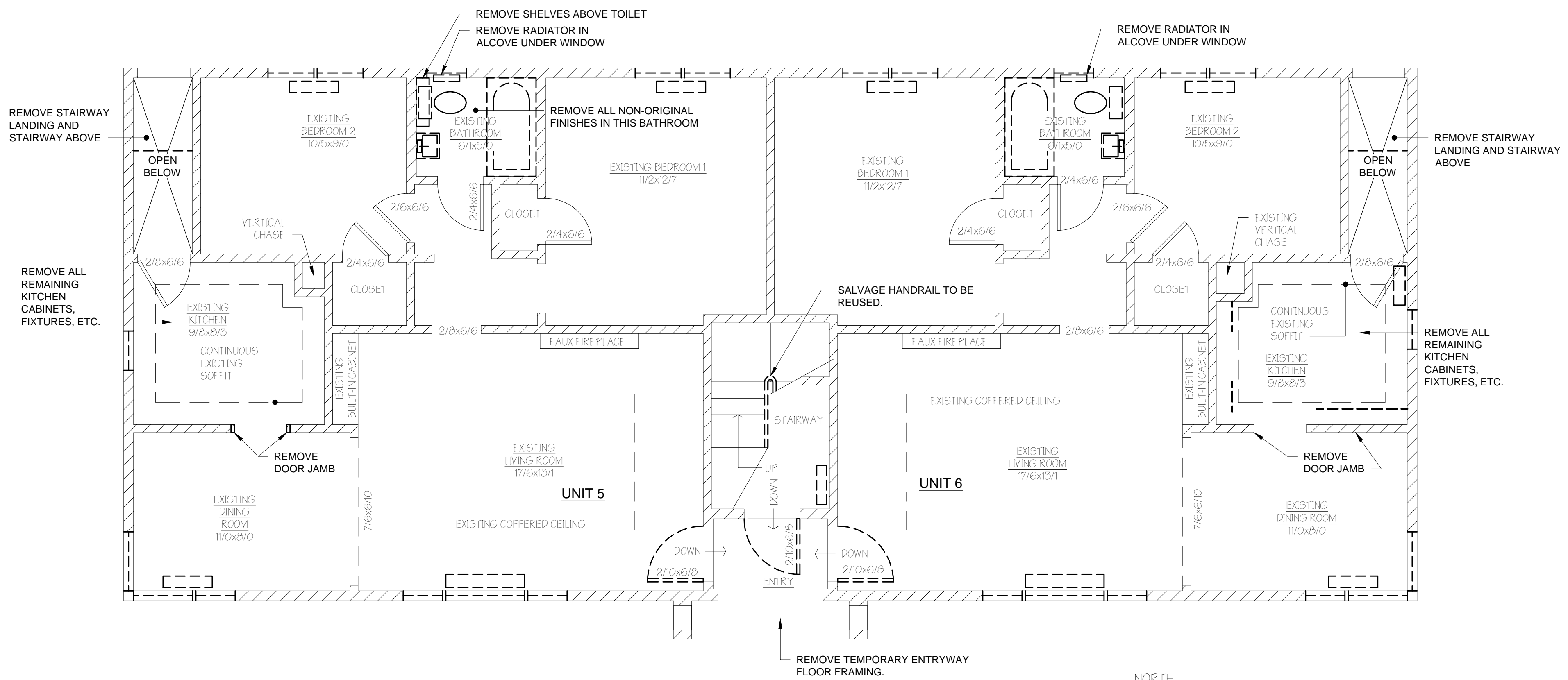
1. PROVIDE TEMPORARY SHORING FOR ALL FLOORS AND ROOFS ABOVE WHEN REMOVING EXISTING SUPPORT BEAMS AND OR POSTS.
2. VERIFY WITH OWNER FOR POSSIBLE SALVAGE ITEMS.
3. REMOVE ALL WINDOWS, DOOR BELL CHIMES AND RADIATORS.

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TERRAPIN ARCHITECTURE PC
727 TAYLOR STREET
PORT TOWNSEND, WA 98368
(360) 379-8090

**DEMOLITION PLAN
SECOND FLOOR
EXISTING UNITS 5&6**

**HOMeward BOUND
CARMEL APT BLDG**
100 CHERRY STREET
PORT TOWNSEND, WA 98368



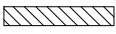
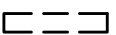
DEMOLITION PLAN - SECOND FLOOR
SCALE: 1/4" = 1' - 0"

SHEET:
A2.0

REV	DATE	DESCRIPTION

DRAWN BY:
AD
DATE:
11-12-19
SCALE:
1/4" = 1' - 0"

DEMOLITION PLAN SYMBOL KEY:

 SOLID LIGHT LINE WITH HATCH DENOTES EXISTING WALLS TO REMAIN
 DASHED HEAVY LINE DENOTES WALL / CABINETRY / APPLIANCE TO BE REMOVED.

DEMOLITION PLAN NOTES:

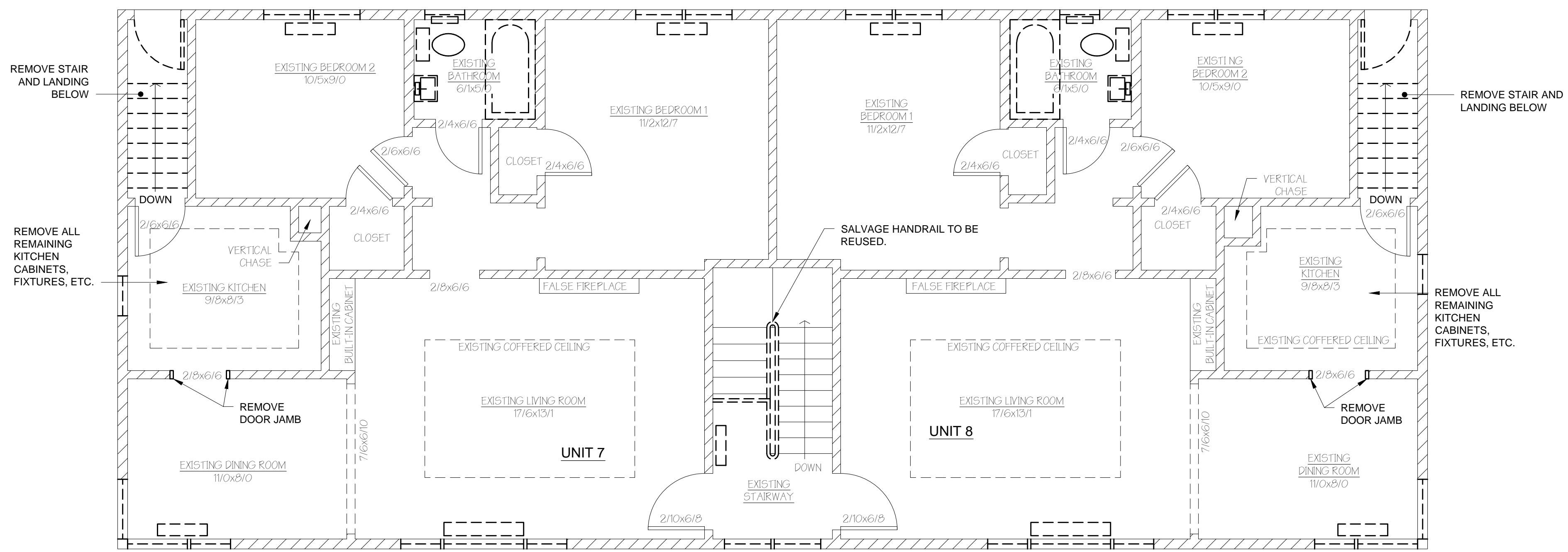
1. PROVIDE TEMPORARY SHORING FOR ALL FLOORS AND ROOFS ABOVE WHEN REMOVING EXISTING SUPPORT BEAMS AND OR POSTS.
2. VERIFY WITH OWNER FOR POSSIBLE SALVAGE ITEMS.
3. REMOVE ALL WINDOWS, DOOR BELL CHIMES AND RADIATORS.

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ARCHITECTURE PC
727 TAYLOR STREET
PORT TOWNSEND, WA 98368
(360) 379-8090

**DEMOLITION PLAN
THIRD FLOOR
EXISTING UNITS 7&8**

HOMeward BOUND
CARMEL APT BLDG
100 CHERRY STREET
PORT TOWNSEND, WA 98368



DEMOLITION PLAN - THIRD FLOOR
SCALE: 1/4" = 1' - 0"

SHEET:
A2.1

Hazardous Materials Report

1041 Oliphant Avenue



Prepared for:

Urban Core Ventures Ltd.
12-747 Princess Avenue
Victoria, BC V8T 1K5



201 – 990 Hillside Avenue
Victoria, B.C. V8T 2A1
778-406-0933 www.islandehs.ca

Executive Summary

Island EHS was engaged by Urban Core Ventures Ltd. to carry out a **semi-destructive** hazardous materials investigation at 1041 Oliphant Avenue. This investigation was conducted prior to the proposed demolition of the building. This report is an updated follow up to our report dated September 2014.

This investigation is intended to identify the locations and types of hazardous materials that are present in the building. 1041 Oliphant Avenue is a multi story wood frame on concrete foundation five unit residential structure. Age of the building is unknown but is thought to have been constructed in the 1940's.

All accessible areas of the building were inspected. Invasive sampling was partially carried out. The roof and attic space of the building were inaccessible at the time of this survey.

The following hazardous materials were reviewed:

Material	Description	Recommendation
Asbestos	Pipe run insulation – Chrysotile Pipe elbow insulation – Chrysotile Sheet flooring – Chrysotile	Glove bag removal Glove bag removal High risk removal
Lead	Refer to Table 2	Personal protective equipment during renovation or demolition Recycle flashings
Silica	Assumed to be present in concrete, plaster and stucco	Personal protective equipment during renovation or demolition
Mercury	Mercury containing thermostat observed	Remove for disposal when taken out of service
Hantavirus - Rodent Droppings	Rodent droppings observed	Personal protective equipment during renovation or demolition
Arsenic	Pressure treated wood not observed	No action necessary
Radioactive Materials	Smoke detectors observed	Remove for disposal when taken out of service
Mould	None observed	No action necessary
PCB's	Fluorescent light fixtures not observed	No action necessary
Ozone Depleting Substances	Refrigerators present	Remove for disposal when taken out of service
Urea Formaldehyde Foam Insulation	None observed	No action necessary
Above Ground Storage Tanks (AGST)	None observed	No action necessary
Leachable Metals	Metals in Waste Materials	Refer to Table 3
Other Hazardous Materials	None observed	No action necessary

Note: Renovation or demolition activities will require protective measures.

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1.0 Introduction

Island EHS was engaged by Urban Core Ventures Ltd. to carry out a **semi-destructive** hazardous materials investigation at 1041 Oliphant Avenue. This investigation was conducted prior to the proposed demolition of the building. This report is an updated follow up to our report dated September 2014.

This investigation is intended to identify the locations and types of hazardous materials that are present in the building. 1041 Oliphant Avenue is a multi story wood frame on concrete foundation five unit residential structure. Age of the building is unknown but is thought to have been constructed in the 1940's.

All accessible areas of the building were inspected. Invasive sampling was partially carried out. The roof and attic space of the building were inaccessible at the time of this survey.

Visual identification of hazardous materials was carried out. Representative samples of building materials were collected for asbestos testing. Paint samples were collected for determination of lead content. A composite sample of building materials was collected for leachate testing.

2.0 Hazardous Materials

Hazardous materials are present in a large number of common building materials. These materials must be managed effectively to prevent exposure to workers and other persons, or they must be removed. In situations where work activities such as renovations and demolition will affect hazardous materials they must be removed prior to the start of work or appropriate control measures need to be implemented to ensure that workers are not exposed and contamination is not spread throughout the work and adjacent areas.

WorkSafeBC has established regulations regarding the handling and management of a number of hazardous materials along with guidelines for other hazardous materials. Other materials are regulated by environmental laws.

Materials that must comply with WorkSafeBC regulations include:

- | | |
|-------------|--------------------------|
| 1. Asbestos | 5. Hantavirus |
| 2. Lead | 6. Arsenic |
| 3. Silica | 7. Radioactive materials |
| 4. Mercury | |

Materials that WorkSafeBC has established guidelines for include:

1. Mould

Materials that must comply with environmental regulations:

- | | |
|-------------------------------|--------------------------------------|
| 1. Polychlorinated biphenyls | 3. Urea formaldehyde foam insulation |
| 2. Ozone depleting substances | 4. Fuel oil storage tanks |

2.1 Materials Subject to WorkSafeBC Regulations

2.1.1 Asbestos

Asbestos is a very common component of building materials. Most asbestos containing materials went out of use in the early 1980's. However, WorkSafeBC has determined that buildings constructed up to 1990 may contain asbestos and must be inspected prior to the start of renovation or demolition activities.

Asbestos becomes a hazard when it is disturbed and airborne dust is created. Caution must be taken to ensure that asbestos containing materials are not disturbed. Asbestos exposure is known to have a number of health effects including asbestosis, lung cancer and mesothelioma.

Asbestos has been used in approximately 3000 manufactured products and is commonly found in residential structures in:

- Floor products (sheet flooring and floor tiles)
- Drywall filler compounds
- Plasters (usually in buildings constructed prior to 1930)
- Textured ceiling applications
- Duct tape (on heating system ducting and around forced air registers)
- Vermiculite

- Caulking and putties (on windows and doors and in levelling compounds)
- Cement products (siding and shingles as well as underground drainage pipes)
- Roofing felts and papers
- Pipe insulation (on piping, boilers and hot water tanks)

WorkSafeBC defines an asbestos containing material as one containing 0.5% or more asbestos by weight. Vermiculite is considered to be asbestos containing if any asbestos is present. WorkSafeBC has designated asbestos as an ALARA substance. This means that exposures to this material must be kept "as low as reasonably achievable". Section 5.54 of the Occupational Health and Safety Regulation states that employers are required to develop and implement an exposure control plan when workers may be exposed to airborne concentrations of asbestos greater than 50% of the exposure limit.

All asbestos waste must be handled, transported and disposed of in accordance with current Ministry of Environment regulations.

2.1.2 Lead

Lead has been commonly used in paints and coatings. Coatings manufactured prior to 1950 are likely to contain high concentrations of lead. Residential paints manufactured after 1950 contain lower concentrations of lead. Residential paints manufactured after 1978 are unlikely to contain lead. Industrial paints and coatings are still made with lead.

Lead becomes a hazard when painted surfaces are disturbed and airborne dust is created. Caution must be taken to ensure that lead containing materials are not disturbed. Lead exposure is known to have a number of health effects including damage to the central nervous system. It also affects the uptake of oxygen in the blood and can accumulate in bones.

Lead is used in plumbing fixtures. Flashings and other products found on roofs may be made of pure lead. Lead has also been used in solders. This may be found on plumbing lines as well as on electrical equipment.

WorkSafeBC has designated lead as an ALARA substance. This means that exposures to this material must be kept "as low as reasonably achievable". Section 5.54 of the Occupational Health and Safety Regulation states that employers are required to develop and implement an exposure control plan when workers may be exposed to airborne concentrations of lead greater than 50% of the exposure limit. Lead exposures can also occur when lead products are touched and lead contamination is ingested (eaten).

Waste materials with lead based paint on them do not have special disposal requirements. Lead paint that has been removed from building materials requires leachate testing to determine the appropriate method of disposal.

2.1.3 Silica

Silica is one of the most common element on earth. It is found almost everywhere. It appears in two (2) main forms - amorphous and crystalline. Amorphous silica is not generally considered to be a significant hazard. Crystalline silica is known to have a number of health effects including silicosis.

Crystalline silica becomes a hazard when it is disturbed and airborne dust is created. Caution must be taken to ensure that silica containing materials are not disturbed.

Crystalline silica is present in a number of common building materials. These include:

- Plasters
 - Cement
- Stucco
Drywall Filler Compounds

WorkSafeBC has designated crystalline silica as an ALARA substance. This means that exposures to this material must be kept "as low as reasonably achievable". Section 5.54 of the Occupational Health and Safety Regulation states that employers are required to develop and implement an exposure control plan when workers may be exposed to airborne concentrations of crystalline silica greater than 50% of the exposure limit.

2.1.4 Mercury

Mercury is a metal that is liquid at room temperatures and vaporizes at low temperatures. Mercury has a number of industrial uses. It is also found in thermostats, thermometers and inside fluorescent light tubes.

Mercury has a significant toxic effect on the central nervous system and can cause disease and even death. Mercury becomes a hazard when it is released into the environment. Significant concentrations of mercury can be present at room temperature because it vaporizes at low temperatures. This can occur when mercury thermometers or thermostat bulbs are broken or when fluorescent light tubes are broken.

WorkSafeBC has designated mercury as an ALARA substance. This means that exposures to this material must be kept "as low as reasonably achievable". Section 5.54 of the Occupational Health and Safety Regulation states that employers are required to develop and implement an exposure control plan when workers may be exposed to airborne concentrations of mercury greater than 50% of the exposure limit.

All mercury waste requires disposal in accordance with current Ministry of Environment requirements.

2.1.5 Hantavirus

Hantavirus is associated with Hantavirus Pulmonary Syndrome. This disease is contracted by coming into contact with the droppings or urine of infected rodents. It can also be contracted by being bitten or scratched by infected rodents.

WorkSafeBC states that employers are required to develop and implement an exposure control plan when workers may be exposed to potentially contaminated rodent droppings.

It should be noted that diseases are associated from contact with other animal droppings, most notably Histoplasmosis from contact with infected bird droppings.

There are no special disposal requirements for animal droppings.

2.1.6 Arsenic

Arsenic is a metal that is sometimes used in pesticides. It is also found in pressure treated wood products.

Exposures can occur when arsenic containing materials are disturbed and dust becomes airborne. Sawdust from cutting pressure treated wood or burning these materials can result in significant airborne arsenic concentrations.

Disposal of arsenic waste must be in accordance with current Ministry of Environment requirements.

2.1.7 Radioactive Materials

Radioactive materials are commonly found in smoke detectors. A small amount of radioactive materials (²⁴¹Americium) is sealed in a metal case inside smoke detectors. This metal case must remain undisturbed to prevent exposure to radioactive materials.

Some ceramic tiles and forms of granite have also been found to contain radioactive materials. Radon is a naturally occurring gas created during the decay of other radioactive materials. It is not considered a significant concern on Lower Vancouver Island.

Waste smoke detectors must be disposed of in accordance with Canadian Nuclear Safety Commission requirements.

2.2 Materials Subject to WorkSafeBC Guidelines

2.2.1 Mould

Mould is prevalent throughout our environment. It occurs naturally with mould spores being present everywhere. Mould is nature's way of breaking down and recycling materials. Mould spores require moisture and a food source to begin growing. Water leaks (even very minor leaks) and moisture accumulation are usually sufficient for mould to begin growing.

Exposure to mould spores most often results in allergy type responses in susceptible individuals. These are similar in nature to "hayfever" and can include runny eyes and noses and throat irritation. In more extreme cases, exposure to mould spores can result in "pneumonia-like" responses.

WorkSafeBC has not established exposure levels for airborne mould spores. WorkSafeBC does provide guidelines for dealing with mould contamination. These guidelines are included in the Indoor Air Quality regulation guidelines.

There are no special disposal requirements for mould waste.

2.3 Materials Controlled by Environmental Regulations

2.3.1 Polychlorinated Biphenyls

Polychlorinated biphenyls (PCB's) are regulated by both Provincial and Federal regulations. Fluorescent light ballasts containing PCB's must be treated as PCB waste and stored and disposed of in accordance with current regulations. Fluorescent light fixtures removed during demolition, construction or maintenance activities must be inspected for the presence of PCB's.

Each ballast identified as containing PCB's must be sent to a licenced facility in accordance with current regulatory requirements.

2.3.2 Ozone Depleting Substances

Ozone depleting substances (ODS) and chlorofluorocarbons are commonly found in older refrigerators and air conditioning units. They are sometimes found in fire suppression systems. Environmental regulations restrict the release of these compounds into the environment.

When systems or equipment contains ODS are set for disposal all the ODS must be collected for recycling or disposal by a licenced contractor.

2.3.3 Urea Formaldehyde Foam Insulation

Urea formaldehyde foam insulation (UFFI) was used as a retrofit insulation in older buildings. The expanding foam would be sprayed into wall and ceiling cavities to provide additional insulation in older buildings. It was most commonly used in residential settings.

Over time, in the presence of moisture, the insulation can break down and release formaldehyde gas. This insulating material was banned in 1978. Many older buildings contain UFFI.

There are no special disposal requirements for UFFI waste.

2.3.4 Fuel Oil Storage Tanks

Fuel oil storage tanks (above and below ground) are found in many houses and commercial buildings. The tanks can corrode and leak as they age. Spills often occur during tank filling and create contamination.

Tanks in use must be monitored to ensure that spillage and contamination does not occur. Tanks no longer in use must be removed for disposal and the surrounding soil checked for contamination.

2.3.5 Leachable Metals

The BC Ministry of Environment regulates the disposal of some waste materials based on the leachability of metals and other compounds from the waste.

Testing will have to be carried out on materials removed from the building before they can be sent for disposal.

2.3.6 Other Materials

A number of hazardous materials may be present in a building that will be affected by renovations or demolition. These can include:

- Propane or butane cylinders
- Paint
- Solvents
- Toxic or corrosive products
- Other flammable materials

3.0 Results and Recommendations

The building was inspected for the presence of a variety of hazardous materials. WorkSafeBC requirements specify that precautions are necessary when handling these materials. The necessary precautions will depend on the disposition of each hazardous material.

Materials identified as being present in areas that are not affected by the renovations do not need to be removed from the building at this time.

Trained qualified contractors need to be hired to carry out remedial work on hazardous materials. All demolition work should be carried out by workers wearing respirators and disposable coveralls.

Copies of this report must be provided to contractors engaged to work in the building.

Notices of Project must be submitted in accordance to WorkSafeBC requirements.

3.1 Asbestos

Representative bulk samples of such materials as drywall joint filler compound, vinyl sheet flooring, pipe insulation, mortar, floor tile, stucco and plaster were collected. Asbestos containing materials were discovered in the following locations:

Table 1: Summary of Asbestos Containing Materials
1041 Oliphant Avenue

Location	Description	Asbestos Type & Percentage	Approximate Quantity	Removal Requirements
Basement	Pipe insulation	60% Chrysotile asbestos	Unknown	Glove bag removal
Basement	Pipe elbow and fitting insulation	60% Chrysotile asbestos	Unknown	Glove bag removal
Kitchen	Unit 2, Kitchen (bottom layer)	60% Chrysotile asbestos	>100 square feet	High risk removal

*Quantities of identified asbestos containing materials are an estimate of observable asbestos-containing materials. Concealed or inaccessible materials may not have been included in this estimate. It is the responsibility of the abatement contractor to ensure accurate measurements.

Results of asbestos sample analysis and sample identification and locations are attached in Appendix 1.

All efforts were made to determine all potential layers of flooring material; however, due to the non-destructive nature of this survey additional layers of flooring may still exist. If discovered the material should be tested for the presence of asbestos. A visual inspection of accessible areas within the attic space was conducted, no vermiculite insulation was observed. This material may still exist in areas not inspected beneath insulation or within false ceilings, it may also exist within wall cavities and around chimneys. If discovered the material should be tested for the presence of asbestos.

Asbestos containing pipe run and pipe elbow insulation is present in the basement laundry room/boiler room and may be present within wall and ceiling cavities in the building. Asbestos containing sheet flooring exists as a bottom layer in the Kitchen of Unit 2. This material may exist within other units in the kitchen or bathroom areas. Unit 5 has ceramic tile flooring throughout and additional layers of flooring may be present under it.

All other samples collected including representative samples of drywall joint filler compound, mortar, floor tile, stucco and plaster showed no asbestos content. The underside of sinks may have a-c mastic. **The roof and attic space were inaccessible during the time of this survey.**

Prior to the performance of any work that may disturb asbestos containing materials it is a regulatory requirement that a qualified person perform a Risk Assessment. This requirement is in compliance with the WorkSafeBC Occupational Health & Safety Regulation *Part 6 "Substance Specific Requirements"*; specifically, Section 6.6 subsections (1), (2), (3), & (4).

The removal of **asbestos pipe elbow and pipe run insulation should be conducted using Glove bag** asbestos abatement procedures. These procedures must be utilized by a qualified contractor and include as a minimum requirement:

- Half face respirator with P100 filters for protection and disposable Tyvek coveralls;
- Glove-bag attached around the material to be removed;
- Application of water to the asbestos debris and materials being disturbed;
- Isolation of the work area;
- Air monitoring as per WorkSafeBC requirements.

The removal of **asbestos backed sheet flooring** should be conducted using **High Risk** asbestos abatement procedures. These procedures must be utilized by a qualified contractor and include as a minimum requirement:

- HEPA-equipped Powered air purifying respiratory (PAPR) protection and disposable Tyvek coveralls;
- Application of water to the asbestos debris materials being disturbed;
- Isolation of the work area;
- HEPA equipped negative air unit for dust suppression purposes;
- Shower;
- Air monitoring as per WorkSafeBC requirements.

Asbestos cement piping was sometimes used for perimeter drains, storm drains and sewer lines. This product may be buried on the property.

3.2 Lead

The currently allowable level of lead in paint is set by Health Canada under the Canada Consumer Protection Act, Surface Coating Materials Regulation (SOR 2005-09). Under this regulation, the maximum allowable concentration of lead in paint sold to consumers is 0.009% (90 µg/g). WorkSafeBC considers paint which contains lead at concentrations greater than 0.009% to present a potential health hazard, if it is removed incorrectly. Lead testing was carried out on four paint samples collected from plaster, stucco, and exterior trim. The results for interior drywall and exterior trim were determined to be above the maximum allowable concentration for lead in paint (90 µg/g) adopted by WorkSafeBC.

Table 2: Summary of Lead in Paint

Description	Lead Content (µg/g)	WorkSafeBC Lead in Paint Maximum Allowable Concentration (µg/g)
Interior drywall-cream	324	90
Exterior trim-white	4770	
Interior wood-cream	46.0	
Interior plaster-grey	<3.0	

µg/g = micro grams per gram.
< = result is less than the limit of detection.
*substrate/matrix interference possible

Any untested painted surfaces are presumed lead-containing unless sampled and found to be non-lead containing.

For removal of other hazardous materials, including lead-based paint, an employer is required under Section 5 of the OHSR to develop work procedures designed to minimize a worker's risk of exposure, and that both the supervisor and worker be properly trained to handle the material, including cleanup and disposal. Lead may be present as solder on any remaining plumbing systems and may be present on other fixtures such as flashings or roof vents.

WorkSafeBC regulation requires that contractors working with lead-based containing materials have a Lead Exposure Control Plan in place including site specific work procedures prior to work commencing. The Regulation also requires that lead in air samples be collected at the beginning of work tasks to ensure proper control methods are employed to control lead dust exposures.

Precautions must be put in place during demolition and renovation activities to ensure that workers are not exposed to lead containing dust and debris. Flashings can be removed and recycled.

In order to control worker exposure to lead paint particulate, any demolition, cutting, burning, grinding, sanding or other disturbance of identified lead painted surfaces should be conducted following appropriate safe work procedures. Procedures will vary depending on the nature of the work but should consider, as a minimum, the following:

- Use of Half face respirators equipped with P100 class filters, disposable Tyvek™ or equivalent coveralls and work gloves;
- Segregation of the work area by the use of barrier tape and warning placards;
- Use of drop sheets and tarps to prevent spread of lead-containing dust;
- Use of HEPA filter equipped vacuum cleaner(s);
- Thorough washing before eating, drinking or smoking;
- Application of water to the materials being disturbed;
- Filing of a "Notice of Project" with WorkSafeBC prior to significant disturbance of lead-containing paint; and,
- Air monitoring during disturbance of lead-containing paint

Under the BC Hazardous Waste Regulation materials with identified lead-based paint destined for disposal at a licensed landfill facility must be tested for leachability to determine if they should be handled as a hazardous waste.

3.3 Silica

Silica testing was not carried out, but this material will be present in concrete and plaster products and possibly in drywall filler compounds. Silica containing stucco is present on the exterior of the building. Precautions must be put in place during demolition and renovation activities to ensure that workers are not exposed to silica containing dust and debris.

In order to control worker exposure to silica dust, any abrasive blasting, jackhammering, chipping, drilling, cutting, sawing or other disturbance of identified concrete, plaster or drywall walls or ceilings should be conducted following appropriate safe work procedures. Procedures will vary depending on the nature of the work but should consider, as a minimum, the following:

- Use of Half-face respirators equipped with P100 class filters, disposable Tyvek™ or equivalent coveralls and work gloves;
- Continuous application of water spraying to materials being disturbed;
- Use of drop sheets and tarps to prevent spread of silica-containing dust;
- Use of HEPA filter equipped vacuum(s);
- HEPA equipped negative air unit for dust suppression purposes (recommended); and
- Air monitoring as per WorkSafeBC requirements.

3.4 Mercury

Fluorescent lights were not observed in the building. If encountered, used light tubes must be sent for proper disposal.

Mercury containing thermostats were observed in the building. Care must be taken to ensure that the glass bulb containing mercury is not damaged. All thermostats taken out of service must be sent for proper disposal or recycling.

3.5 Hantavirus (and other Animal Droppings)

Rodent droppings were observed in the basement and may exist within wall and ceiling cavities. It is recommended that all personnel conducting work in this area wear, at a minimum, half face respirator fitted with HEPA filtered P100 cartridges, disposable suits and impermeable gloves and eye protection and that use of HEPA filtered negative air cabinets and HEPA filtered vacuums be employed.

WorkSafeBC regulation requires that contractors handling/cleaning animal and rodent feces have a Hantavirus Exposure Control Plan in place including site specific work procedures prior to work commencing.

3.6 Arsenic

Pressure treated wood was not observed on the site.

3.7 Radioactive Materials

Smoke detectors were observed in the building. Smoke detectors must be sent for disposal in accordance with Canadian Nuclear Safety Commission requirements when they are taken out of service.

3.8 Mould

Mould was not observed in the building. If mould is encountered, precautions must be taken to ensure that workers are not exposed to mould spores.

Fungal contamination may be present within wall or ceiling cavities. During demolition activities, precautions must be taken to ensure that workers are not exposed to potential mould spores which would include, as a minimum, half face respirator fitted with HEPA filtered P100 cartridges, disposable suits and impermeable gloves and eye protection and that use of HEPA filtered negative air cabinets and HEPA filtered vacuums be employed.

3.9 Polychlorinated Biphenyls

Fluorescent light fixtures were not observed in the building. If encountered and PCB's are present the ballasts must be transported to an acceptable waste storage facility when taken out of service.

3.10 Ozone Depleting Substances

Older refrigerators were observed. These may contain chlorofluorocarbons. This material must be removed for recycling or disposal when the units are taken out of service.

3.11 Urea Formaldehyde Foam Insulation

Urea Formaldehyde Foam Insulation was not observed in the building. This material is not suspected of being present.

3.12 Fuel Oil Storage Tanks

Fuel oil storage tanks (above ground) were not observed during the investigation.

3.13 Leachable Metals

The BC Ministry of Environment regulates the disposal of some waste materials based on the leachability of metals and other compounds from the waste.

Under the BC Hazardous Waste Regulation materials with lead paint concentrations over 0.01 wt% (100 ppm) destined for disposal at a licensed landfill facility must be tested for leachability to determine if they should be handled as a hazardous waste.

One composite sample of various building material was collected and submitted for analysis to determine if these materials meet current Ministry of Environment criteria for disposal with regards to leachable levels of lead.

The composite sample of building materials was found to have a total lead concentration above the WorkSafeBC limit of 90 µg/g, (Table 1). The composite sample of building materials was found have a leachable level of lead below the BC Hazardous Waste Regulation of 5.0 mg/L (Table 3).

Table 3: TCLP Results

Description	Total Lead Content (µg/g)	TCLP Lead (mg/L)
Various (composite of) residence building materials	> 90	0.21
	WorkSafeBC Lead in Paint Maximum Allowable Concentration 90µg/g	BC Hazardous Waste Regulation Limit for Leachable Lead 5.0 mg/L

TCLP analysis for the sample of building materials destined for the landfill was found to have leachable amount of lead below the regulation limit. There are no special disposal requirements for these materials with regards to leachable levels of lead.

3.14 Other Materials

The following miscellaneous hazardous materials were identified on the property. These must be removed for disposal, or recycling, in accordance with current regulations.

Synthetic fibre insulation may exist within the attic, wall and ceiling cavities. Removal of these materials should be conducted wearing proper respiratory protection and protective clothing including impermeable gloves, eye protection and half-face respiratory protection equipped with P-100 particulate filters.

Stored paints and solvents exist on site. These materials should be safely removed from the site prior to any demolition activities taking place.

Owner's contents were not assessed.

3.15 Abatement Clearance Documentation

In order to comply with BC Workers Compensation Board Occupational Health & Safety Regulation Part 20.112(8) a qualified person (Island EHS) must conduct a final inspection after all of the hazardous materials identified in this report have been safely contained or removed.

Once all of the hazardous materials have been removed and the final inspection has been completed a written clearance letter can be provided.

Should asbestos abatement be undertaken by unqualified persons (i.e. homeowners), the work area will require aggressive air clearance sampling. This air sampling will extend to any adjacent areas that have not been isolated from the hazard and potential contamination. Clearance letters, required to document removal of asbestos for issuance of building permits and contractors hired to work in the space, will not be granted subject to failure of this testing. The owner/client is responsible for the additional fees incurred for this services.

4.0 Closure

This document was prepared for the exclusive use of our client. All conclusions and recommendations are based upon conditions at the site at the time of this investigation. All conclusions and recommendations are based upon professional opinions. These opinions are in accordance with accepted industrial hygiene assessment standards and practices and comply with current WorkSafeBC requirements.


All conclusions and recommendations made in this report are based on conditions at the time of inspection. Changes may occur over time that will require a re-evaluation of the site.

All work was carried out based on the Scope of Work that was agreed upon with the client prior to the start of work, constraints imposed by the client and availability of access to the site. A Stage 1 Preliminary Site Investigation was not part of the scope of work.

No warranty or guarantee, whether expressed or implied, are made with respect to the data or the reported findings, observations, and conclusions, which are based solely upon site conditions at the time of the investigation.

This report may not be used, relied upon, copied, published, or quoted by any party without the written consent of Island EHS. Other parties reading this report must independently verify the completeness and accuracy of this report and its contents.

This report is not intended as a Scope of Work for tender or bidding purposes. Any use of this report in that fashion is at the sole discretion and liability of the Owner.



Tim Salusbury
Principal
Field work and report

Appendix 1

Laboratory Results



Bulk Sample Report

Project #: 522/11642
 Client: Urban Core Ventures
 Site: 1041 Oliphant Avenue

Sampled by: T. Olson/TS
 Date Sampled: Sept 10 & 15, 2014/ Feb 22, 2017
 Analyst: TO/SD

201 – 990 Hillside Avenue
 Victoria, B.C. V8T 2A1
 250-744-9693
admin@islandehs.ca

Sample #	Location	Material	Analysis Date	Layer	Description	%	Asbestos	%	Other Materials	%
522										
1	Laundry room/storage lockers, pipe run	Pipe insulation	16-Sept-14	1	Grey, fibrous	100	Chrysotile	60	Non-fibrous Cellulose	30 10
2	Laundry room/storage lockers, pipe elbow	Elbow insulation	16-Sept-14	1	Grey, fibrous	100	Chrysotile	60	Non-fibrous Cellulose	35 5
3	Boiler room ceiling	Plaster	16-Sept-14	1	Grey, crumbly	100	None detected	0	Non-fibrous Horse hair Cellulose	97 2 1
4	Boiler room chimney	Mortar	16-Sept-14	1	Grey, crumbly	100	None detected	0	Non-fibrous	100
5	Boiler room chimney	Flue penetration insulation	16-Sept-14	1	Grey, crumbly	100	None detected	0	Non-fibrous Cellulose	99 1
6	Boiler room wall pipe penetration	Fire stop	16-Sept-14	1	Tan, crumbly	100	None detected	0	Non-fibrous	100
7	Exterior, rear	Stucco	16-Sept-14	1	Grey cement	100	None detected	0	Non-fibrous Cellulose	98 2
8	Exterior window	Window putty	16-Sept-14	1	White, crumbly	100	None detected	0	Non-fibrous	100
9	Exterior, front	Stucco	16-Sept-14	1	Grey cement	100	None detected	0	Non-fibrous Cellulose	97 3
10	Unit 3 kitchen, back entrance	Vinyl sheet floor (top layer)	17-Sept-14	1 2	Vinyl Grey, fibrous	60 40	None detected None detected	0 0	Non-fibrous Cellulose Non-fibrous	100 60 40
11	Unit 3 kitchen	Vinyl sheet floor (bottom layer)	17-Sept-14	1 2	Vinyl Black, fibrous	60 40	None detected None detected	0 0	Non-fibrous Cellulose Non-fibrous	100 70 30
12	Unit 3 bathroom	Vinyl sheet floor (top layer)	17-Sept-14	1 2	Vinyl Grey, fibrous	60 40	None detected None detected	0 0	Non-fibrous Cellulose Synthetic Non-fibrous	100 50 10 40
13	Unit 3 bathroom	Vinyl sheet floor (bottom layer)	17-Sept-14	1 2	Vinyl Brown, fibrous	40 60	None detected None detected	0 0	Non-fibrous Cellulose Non-fibrous	100 85 15

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Sample #	Location	Material	Analysis Date	Layer	Description	%	Asbestos	%	Other Materials	%
14	Unit 3 dining room	Plaster	17-Sept-14	1	Tan, crumbly	30	None detected	0	Non-fibrous Cellulose	99 1
				2	Grey, crumbly	70	None detected	0	Non-fibrous Horse hair	98 2
15	Unit 4 kitchen	Vinyl sheet floor (top layer)	17-Sept-14	1	Vinyl	40	None detected	0	Non-fibrous	100
				2	Grey, fibrous	60	None detected	0	Cellulose Synthetic	40 20 40
16	Unit 4 kitchen	Vinyl sheet floor (bottom layer)	17-Sept-14	1	Vinyl	70	None detected	0	Non-fibrous	95
				2	Black, fibrous	30	None detected	0	Cellulose Cellulose Non-fibrous	5 70 30
17	Unit 4 back entrance	Vinyl sheet floor	17-Sept-14	1	Vinyl	50	None detected	0	Non-fibrous	95
				2	Black, fibrous	50	None detected	0	Cellulose Cellulose Non-fibrous	5 70 30
18	Unit 4 bathroom	Vinyl sheet floor (top layer)	17-Sept-14	1	Vinyl	40	None detected	0	Non-fibrous	100
				2	Grey, fibrous	60	None detected	0	Cellulose Synthetic Non-fibrous	40 20 40
19	Unit 4 bathroom	Vinyl sheet floor (bottom layer)	17-Sept-14	1	Vinyl	70	None detected	0	Non-fibrous	90
				2	Brown, fibrous	30	None detected	0	Cellulose Cellulose Non-fibrous	10 85 15
20	Unit 4 bathroom	Plaster	17-Sept-14	1	White/grey cement	100	None detected	0	Non-fibrous Cellulose	99 1
21	Bottom of stairwell to units 3 & 4	Plaster	17-Sept-14	1	White, crumbly	30	None detected	0	Non-fibrous	100
				2	Tan, crumbly	30	None detected	0	Non-fibrous	100
				3	Grey, crumbly	40	None detected	0	Non-fibrous Cellulose	99 1
22	Unit 2 bathroom	Vinyl sheet floor (top layer)	17-Sept-14	1	Vinyl	50	None detected	0	Non-fibrous	100
				2	Grey, fibrous	50	None detected	0	Cellulose Non-fibrous	60 40



Island Environmental Health & Safety Ltd.

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Sample #	Location	Material	Analysis Date	Layer	Description	%	Asbestos	%	Other Materials	%
23	Unit 2 bathroom	Vinyl sheet floor (bottom layer)	17-Sept-14	1	Vinyl	70	None detected	0	Non-fibrous Cellulose	95
				2	Brown, fibrous	30	None detected	0	Cellulose Non-fibrous	5 85 15
24	Unit 2 kitchen	Vinyl sheet floor (top layer)	17-Sept-14	1	Vinyl	60	None detected	0	Non-fibrous Cellulose	100
				2	Grey, fibrous	40	None detected	0	Synthetic Non-fibrous	40 20 40
25	Unit 2 kitchen	Vinyl sheet floor (bottom layer)	17-Sept-14	1	Vinyl	40	None detected	0	Non-fibrous	100
				2	Grey, fibrous	60	Chrysotile	60	Non-fibrous Cellulose	35 5
26	Unit 2 living room	Plaster	17-Sept-14	1	Tan, crumbly	60	None detected	0	Non-fibrous Cellulose	99
				2	Grey, crumbly	40	None detected	0	Non-fibrous Cellulose	1 98 2
27	Unit 1 kitchen	Plaster	17-Sept-14	1	Tan, crumbly	50	None detected	0	Non-fibrous Cellulose	99
				2	Grey, crumbly	50	None detected	0	Non-fibrous Cellulose	1 98 2
28	Unit 1 kitchen	Vinyl sheet floor	17-Sept-14	1	Vinyl	60	None detected	0	Non-fibrous Cellulose	100
				2	Grey, fibrous	40	None detected	0	Non-fibrous Synthetic	65 35
29	Unit 5 bathroom	Drywall joint filler	17-Sept-14	1	White, crumbly	100	None detected	0	Non-fibrous	100
30	Unit 5 by back door	Drywall joint filler	17-Sept-14	1	White, crumbly	100	None detected	0	Non-fibrous	100
31	Unit 5 kitchen	Drywall joint filler	17-Sept-14	1	White, crumbly	100	None detected	0	Non-fibrous Cellulose	97 3
32	Unit 1 living room	Plaster	17-Sept-14	1	Tan, crumbly	50	None detected	0	Non-fibrous	100
				2	Grey, crumbly	50	None detected	0	Non-fibrous Cellulose	98 2
33	Top of stairwell to units 3 & 4	Plaster	17-Sept-14	1	White, crumbly	30	None detected	0	Non-fibrous	100
				2	Beige, crumbly	30	None detected	0	Non-fibrous	100
					Grey, crumbly	40	None detected	0	Non-fibrous Cellulose	98 2
34	Parking garage	Stucco	17-Sept-14	1	Grey cement	100	None detected	0	Non-fibrous Cellulose	98 2



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Sample #	Location	Material	Analysis Date	Layer	Description	%	Asbestos	%	Other Materials	%
35	Parking garage	Roofing	17-Sept-14	1	Black, fibrous	70	None detected	0	Non-fibrous Cellulose	75
				2	Black, tarry	30	None detected	0	Non-fibrous Cellulose	25
36	Unit 1 bathroom	Vinyl sheet floor (top layer)	17-Sept-14	1	Vinyl	100	None detected	0	Non-fibrous	5
37	Unit 1 bathroom	Vinyl sheet floor (bottom layer)	17-Sept-14	1	Vinyl	40	None detected	0	Non-fibrous Cellulose	100
				2	Grey, fibrous	60	None detected	0	Non-fibrous Cellulose	60
11642										
38	Main Building	Stucco	23-Feb-17	1	Grey cement	100	None detected	0	Non fibrous	100
39	Main Building	Stucco	23-Feb-17	1	Grey cement w/ pebbles	100	None detected	0	Non fibrous	100
40	Parking	Stucco	23-Feb-17	1	Light grey cement	100	None detected	0	Non fibrous	100
41	Parking	Stucco	23-Feb-17	1	Grey cement	100	None detected	0	Non fibrous	100

3.2 Lead The currently allowable level of lead in paint is set by Health Canada under the Canada Consumer Protection Act, Surface Coating Materials Regulation (SOR 2005-09). Under this regulation, the maximum allowable concentration of lead in paint sold to consumers is 0.009% (90 µg/g).

WorkSafeBC considers paint which contains lead at concentrations greater than 0.009% to present a potential health hazard, if it is removed incorrectly. Lead testing was carried out on four paint samples collected from plaster, stucco, and exterior trim. The results for interior drywall and exterior trim were determined to be above the maximum allowable concentration for lead in paint (90 µg/g) adopted by WorkSafeBC. Table 2: Summary of Lead in Paint Description Lead Content (µg/g) WorkSafeBC Lead in Paint Maximum Allowable Concentration (µg/g) Interior drywall-cream 324 90 Exterior trim-white 4770 Interior wood-cream 46.0 Interior plaster-grey < = result is less than the limit of detection.

*substrate/matrix interference possible Any untested painted surfaces are presumed lead-containing unless sampled and found to be nonlead containing. For removal of other hazardous materials, including lead-based paint, an employer is required under Section 5 of the OHSR to develop work procedures designed to minimize a worker's risk of exposure, and that both the supervisor and worker be properly trained to handle the material, including cleanup and disposal. Lead may be present as solder on any remaining plumbing systems and may be present on other fixtures such as flashings or roof vents. WorkSafeBC regulation requires that contractors working with lead-based containing materials have a Lead Exposure Control Plan in place including site specific work procedures prior to work commencing. The Regulation also requires that lead in air samples be collected at the beginning of work tasks to ensure proper control methods are employed to control lead dust exposures. Precautions must be put in place during demolition and renovation activities to ensure that workers are not exposed to lead containing dust and debris. Flashings can be removed and recycled. In order to control worker exposure to lead paint particulate, any demolition, cutting, burning, grinding, sanding or other disturbance of identified lead painted surfaces should be conducted following appropriate safe work procedures. Procedures will vary depending on the nature of the work but should consider, as a minimum, the following: • Use of Half face respirators equipped with P100 class filters, disposable Tyvek™ or equivalent coveralls and work gloves; • Segregation of the work area by the use of barrier tape and warning placards; • Use of drop sheets and tarps to prevent spread of lead-containing dust; • Use of HEPA filter equipped vacuum cleaner(s); • Thorough washing before eating, drinking or smoking; • Application of water to the materials being disturbed; • Filing of a "Notice of Project" with WorkSafeBC prior to significant disturbance of lead-containing paint; and, • Air monitoring during disturbance of lead-containing paint Under the BC Hazardous Waste Regulation materials with identified lead-based paint destined for disposal at a licensed landfill facility must be tested for leachability to determine if they should be handled as a hazardous waste.

