



November 3, 2023

City of John Day
Attention: Casey Myers
450 East Main Street
John Day, Oregon 97845

Via email: myersc@grantcounty-or.gov

Regarding: Proposal to Provide Limited Asbestos Bulk Sampling
John Day City Hall – Restroom Area
John Day, Oregon
PBS Project No. 81212.000

Dear Mr. Myers:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal to provide limited suspect asbestos-containing material (ACM) bulk sampling following the discovery of a broken water line in a restroom of the John Day City Hall, located at the above referenced address. This proposal outlines our project approach, scope of work, schedule, and budget based on our understanding of the project, information provided to us to date, and experience with similar projects.

SCOPE OF WORK

Asbestos-Containing Materials

An experienced Asbestos Hazard Emergency Response Act (AHERA) accredited inspector will perform a visual and physical inspection to determine the presence, location, and approximate quantity of suspect ACM located in the identified area of concern. This proposal does not include repair of building finishes or other materials damaged during the survey. We presume the PBS inspector will be provided access to all pertinent areas of the structure. Our inspection will take place during normal business hours. PBS requests that the client identify any portions of the structure that should not be impacted by the survey prior to the beginning of site work.

Single-use disposable containers will be used for sampling to avoid cross-contamination. Collected samples will be analyzed by an independent laboratory using polarized light microscopy with dispersion staining methods per Environmental Protection Agency method EPA/600/R-93/116. It is estimated that PBS will collect up to ten (10) samples of suspect ACM. Analysis of the samples is being budgeted on standard (72-hour) laboratory turnaround; the cost per analysis is \$20.00 per sample.

LIMITATIONS OF SCOPE

This study will be limited to the tests and locations as indicated to determine the absence or presence of asbestos containing building materials. The site as a whole may have other concerns that will not be characterized by this study. Further study may be recommended. The findings and conclusions of this work are not scientific certainties but, rather, probabilities based on professional judgment concerning the significance of the data gathered during the course of this investigation. PBS is not able to represent conditions on the site beyond those conditions detected or observed by PBS.

The Limited Asbestos Sampling report is not intended to serve as an abatement, renovation, or demolition specification.

DELIVERABLES

A report will be compiled that details the type, location, and estimated quantity of asbestos-containing materials and asbestos sampling results. A sample inventory, laboratory analysis data, and inspector certifications will accompany the report.

COMPENSATION ESTIMATE

PBS proposes to provide the scope of work on a time and materials basis. The following outlines the estimated costs associated with the scope services.

PBS Labor	\$1,463.00
Laboratory Analytical Fees	200.00
Reimbursable Expenses	315.00
Total Estimated Costs	\$1,978.00

This cost estimate includes all labor, expenses, materials, transportation, and equipment required to complete the work described and assumes that the sampling will be completed within one day of field work.

If fewer samples are required, our laboratory and labor costs may be lower. If additional sampling is required, the cost for analysis will be \$20 per sample. The estimated number of samples will not be exceeded without prior authorization from the client.

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 10/2018). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

SCHEDULE

PBS anticipates commencing the site work within one week of written authorization to proceed. Verbal sample results will be provided to the client as soon as they are available. The final written report will be completed within one week of receipt of the laboratory results. Please contact us if this schedule does not meet your requirements.

APPROVAL

Please indicate acceptance of this proposal by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 541.323.5885 or alex.fischer@pbsusa.com with any questions or comments.

Sincerely,

**Alex
Fischer**

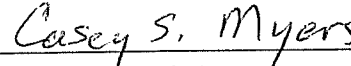
Alex Fischer
Sr. Project Manager
PBS Engineering and Environmental Inc.

Digitally signed by
Alex Fischer
Date: 2023.11.03
11:15:59 -07'00'

ACCEPTED BY:
City of John Day



Signature of Authorized Representative



Name (Please Print)

Public Works Director

11-13-2023

Title

Date

Attachment(s): PBS General Terms and Conditions for Professional Services (Rev. 10/2018)



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

1. **PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
2. **TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
3. **INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
4. **INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
5. **RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
6. **REIMBURSABLE EXPENSES:**
 - A. **Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.
 - B. **Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. **Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
7. **PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS's services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply:

(a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.



Oregon
Tina Kotek, Governor



Department of Consumer
and Business Services

RECEIVED

October 20, 2023
City of John Day
450 E Main St
John Day, OR 97845

DEC 04 2023

CITY OF JOHN DAY

Subject: Inspection No: 317734233
Optional Report No: P6006-032-23

During the recent occupational health and safety inspection at your workplace, bulk sampling and area monitoring was conducted to determine the quantities of asbestos that may be present in materials or in the air. This letter gives the results of the samples that were collected on September 19, 2023. The results are given below.

Location – bulk samples	Test Result – Concentration
Green floor tile, entrance/hallway	Asbestos Found Chrysotile ~2% IN TILE; ~2% IN BLACK MASTIC
Wall of women's bathroom	Asbestos Not Detected Fibrous Glass ~3% Cellulose ~50%
Black floor mastic, near sink	Asbestos Found Chrysotile ~2% Cellulose ~10%
Black floor mastic, near wall	Asbestos Found Chrysotile TRACE AMOUNT; LESS THAN 1%
Popcorn ceiling, above sink in breakroom	Asbestos Not Detected Cellulose TRACE AMOUNT
Wall of office area, next to copier, below splitless air unit	Asbestos Not Detected Fibrous Glass ~2% Cellulose ~5%

Location – area air monitoring samples	Contaminant	Sampling Time	TWA	Exposure Level (TWA 8 hr.)	Permissible Limit
Area - Basement	Asbestos	302 min	0.01 fib/cc	0.01 fib/cc	0.1 fib/cc
Area – Office area	Asbestos	294 min	0.01 fib/cc	0.01 fib/cc	0.1 fib/cc
Fib/cc: fiber per cubic centimeter TWA: time weighted average					

This copy should be maintained as a part of your permanent employee records. Your cooperation during the course of this inspection was appreciated. If you have any questions about this letter or other aspects of the inspection, please call me at the number below.



Amber Petersen
Health Compliance Officer
Oregon OSHA Bend Field Office
Red Oaks Square
1230 NE 3rd St
Suite A-115
Bend OR 97224
541-388-6066