



*Washington
Department of*
**FISH and
WILDLIFE**

CHINOOK MARTIN DEMO

**DIRECTOR:
KELLY SUSEWIND**

**PROGRAM DIRECTOR:
TIMOTHY W. BURNS, P.E.**

**CHIEF ENGINEER:
GLENN F. GERTH, P.E.**



**DATE:
APRIL 2021**

**PROJECT NO.
PC:R50:2021-1**

**PROJECT MANAGER:
KRISTEN KUYKENDALL, P.E.**

CHINOOK MARTIN DEMO

TABLE OF CONTENTS

DIVISION 0 - BID DOCUMENTS, INFORMATION & AND GENERAL CONDITIONS

- 00030 Notice to Contractors**
 - Vicinity Map to Bid Opening Site
 - Vicinity Map to Project Location

- 00100 Instructions to Bidders**
 - 00110 Prebid Requirements
 - 00120 Required Bid Documents
 - 00130 Bid Format
 - 00135 Bid Opening
 - 00140 Bid Submittal Deadline
 - 00145 Reasonable Accommodations
 - 00150 Mandatory Responsibility Criteria
 - 00155 Basis of Award
 - 00160 Period of Acceptance
 - 00170 Payment and Performance Bonds
 - 00175 Builders Risk Insurance
 - 00180 Interpretations
 - 00190 Minority and Women's Business Enterprise (MWBE) Participation
 - 00195 Contract Responsiveness

- 00200 Contractor Checklist**
 - 00230 Prior to Contract Execution
 - 00235 Prior to Notice to Proceed
 - 00240 Prior to Submitting Pay Request
 - 00250 During Progress of Contract
 - 00260 For Substantial Completion
 - 00270 Final Completion
 - 00280 For Retainage to be Released

- 00300 Bid Form**

- 00400 Supplements to Bid Form**
 - 00420 Qualification Questionnaire
 - 00440 Supplemental Bidder Responsibility Criteria

- 00500 Agreement Form**

- 00600 Bond and Certificates**
 - 00620 Retainage in Lieu of Performance Bond Option on Contracts of \$150,000 or Less
 - 00630 Retainage Options
 - 00640 Certificate of Liability Insurance
 - 00650 Schedule of Values
 - 00660 Verification of Monthly Payments to MWBEs Form
 - 00670 Statement of Apprentice Journeyman Participation Form

- 00700 General Conditions**
 - 00701 Definitions
 - 00702 Insurance and Bonds
 - 00703 Time and Schedule
 - 00704 Specifications, Drawings, and Other Documents
 - 00705 Performance
 - 00706 Payments and Completion
 - 00707 Changes
 - 00708 Claims and Dispute Resolution
 - 00709 Termination of the Work
 - 00710 Miscellaneous Provisions

- 00800 Supplemental Conditions**
 - 00802 Builders Risk Insurance
 - 00810 Abbreviations of Administrative Organizations

DIVISION 1 – GENERAL REQUIREMENTS

- 01010 Summary of Work
- 01011 Owner Furnished Items
- 01012 Contract Time
- 01025 Unit Price Measurement & Payment
- 01030 Schedule of Values
- 01040 Coordination
- 01060 Regulatory Requirements
- 01100 Special Project Procedures
- 01200 Project Meetings
- 01300 Contractor Submittals
- 01510 Temporary Utilities
- 01730 Operation and Maintenance Manuals

ATTACHMENT 1:

Asbestos Survey and Lead Paint Report

ATTACHMENT 2:

Inadvertent Discovery Plan

ATTACHMENT 3:

Removal of Power Notification

DIVISION 2 – SITE WORK

- 02000 General Site Work Provisions
- 02060 Structure Demolition
- 02080 Removal of Asbestos-Containing Materials
- 02200 Earthwork
- 02270 Slope Protection and Erosion Control
- 02930 Lawns and Grasses

DIVISION 3 – NOT USED

DIVISION 4 – NOT USED

DIVISION 5 – NOT USED

DIVISION 6 – NOT USED

DIVISION 7 – NOT USED

DIVISION 8 – NOT USED

DIVISION 9 – NOT USED

DIVISION 10 – NOT USED

DIVISION 11 – NOT USED

DIVISION 12 – NOT USED

DIVISION 13 – NOT USED

DIVISION 14 – NOT USED

DIVISION 15 – NOT USED

DIVISION 16 – NOT USED

SCHEDULE OF DRAWINGS

1. Site Plan

WDFW Title VI Clause

It is the policy of Washington's Department of Fish and Wildlife (WDFW) to provide equal access to its programs, services, activities, and facilities under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Architectural Barriers Act of 1968. WDFW is a recipient of state and federal financial assistance.

WDFW prohibits discrimination on the bases of race, color, religion, national origin, including language, sex, age, mental or physical disability, reprisal, sexual orientation, status as a parent, and genetic information.

If you believe you have been discriminated against, please contact the WDFW Title VI Manager, PO Box 43139, Olympia, WA 98504, or online at: <https://wdfw.wa.gov/accessibility/grievances> within 20 calendar days of the alleged incident to file a formal complaint, or you can file with the Washington State Human Rights Commission directly at: 1-800-233-3247, or you can write to: Chief, Public Civil Rights Division, Department of the Interior, 1849 C Street NW, Washington DC 20240.

Persons who need to receive this information in an alternative format, different language, or who need a reasonable accommodation to participate in WDFW sponsored public meetings, or other activities may contact the Title VI Manager by phone at: (360) 902-2349, or TDD (711), or email Title6@dfw.wa.gov

If you need further assistance or information, please contact the Olympia office of the Washington Department of Fish and Wildlife: (360) 902-2464, or Telecommunications Device for the Deaf, TDD (711).

DIVISION 0 – BID AND CONTRACT DOCUMENTS

**SECTION 00030
NOTICE TO CONTRACTORS**

Sealed bids for the following Public Works Project will be received until 2:00 p.m. on May 20, 2021 at 600 Capitol Way North, MS: 43158, Olympia, Washington, and will be publicly opened and read.

Due to the safety and health of the public and employees WDFW CAMP is temporarily closing Bid Openings to public attendance. Bid opening results will be made public within 24 hours of opening. Please Note: The Public will not be able to attend this bid opening.

PROJECT:

Chinook Martin Demo

NUMBER:

PC:R50:2021-1

Provide all labor, material, equipment, and permits to demolish all structures and hard surfaces, remove debris, blackberries, and restore ground surface at the Department's Chinook Martin property located at 149 Chinook Valley Road, Chinook, Washington, 98614 in Pacific County.

Engineer's Estimate: \$65,000

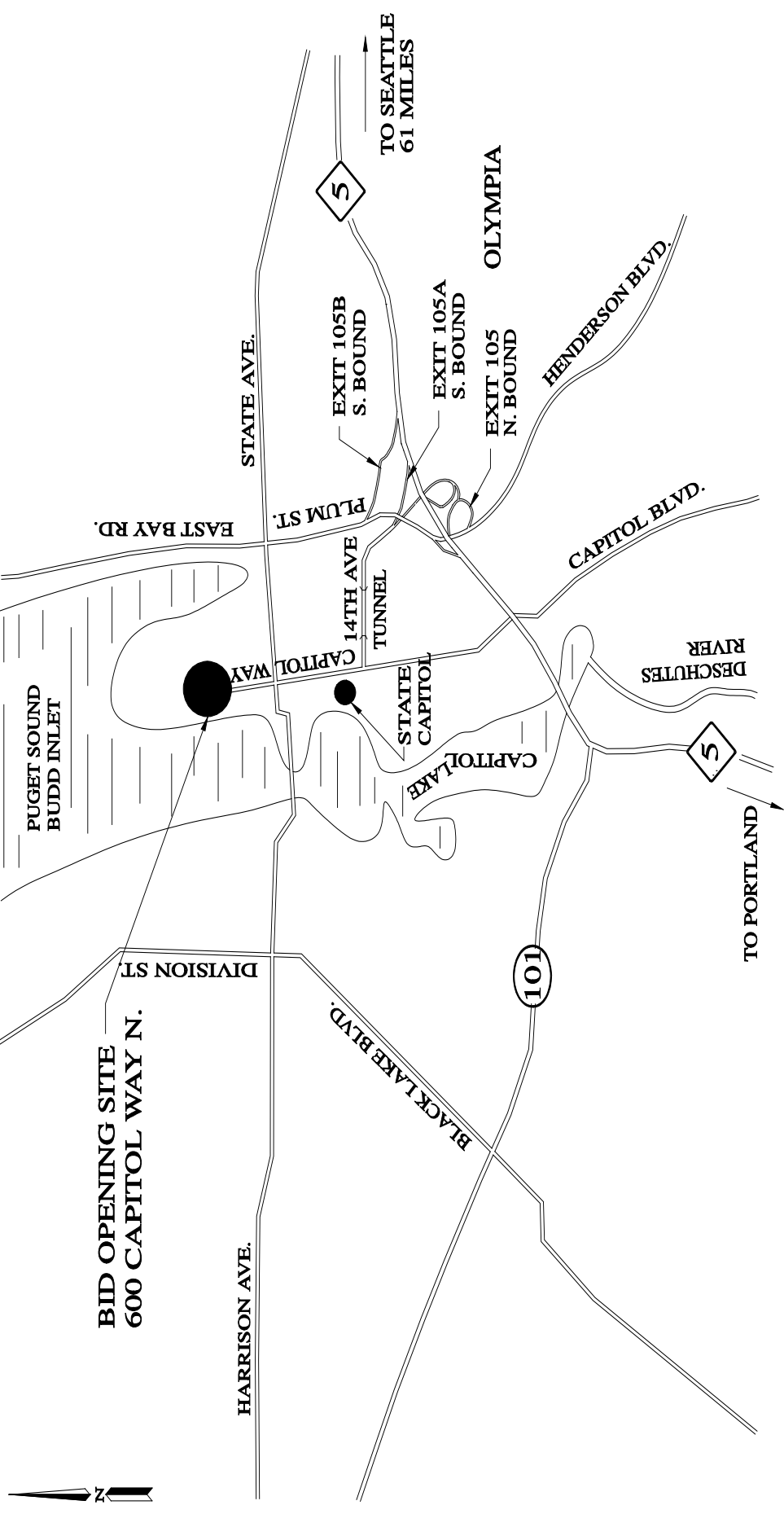
Contractors are strongly encouraged to independently visit the site. The buildings will be unlocked on May 12, 2021 from 10:00am – 1:00pm at the Department's Chinook Martin Property located at 149 Chinook Valley Road, Chinook, Washington, 98614 in Pacific County. **No questions will be answered on site, questions should be directed to camp.bids@dfw.wa.gov. This is in response to the Covid-19 pandemic.**

Plans, specifications, additional information, addenda and plan holders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects"; "Public Works", "Washington State Department of Fish and Wildlife", "Projects Bidding."

For information or technical questions regarding this project, email camp.bids@dfw.wa.gov with the project title and project number in subject line.

Minority and Women's Business Enterprises (MWBE) are encouraged to participate in the bidding as prime contractors, subcontractors, or suppliers.

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
Timothy Burns, Capital and Asset Management Program Director
By
Glenn F. Gerth, P.E., Chief Engineer
Capital and Asset Management Program

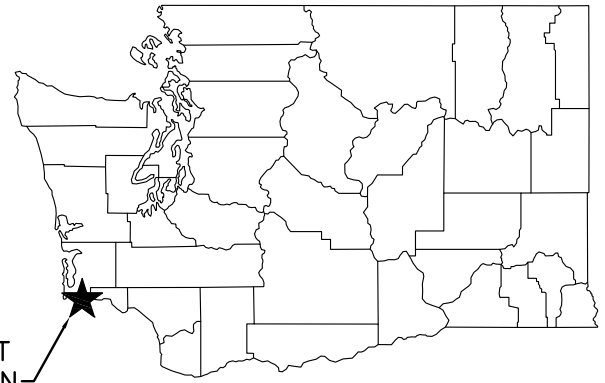


**BID OPENING SITE
600 CAPITOL WAY N.**

**BID OPENING SITE
600 CAPITOL WAY N.
OLYMPIA, WA 98501-1091**

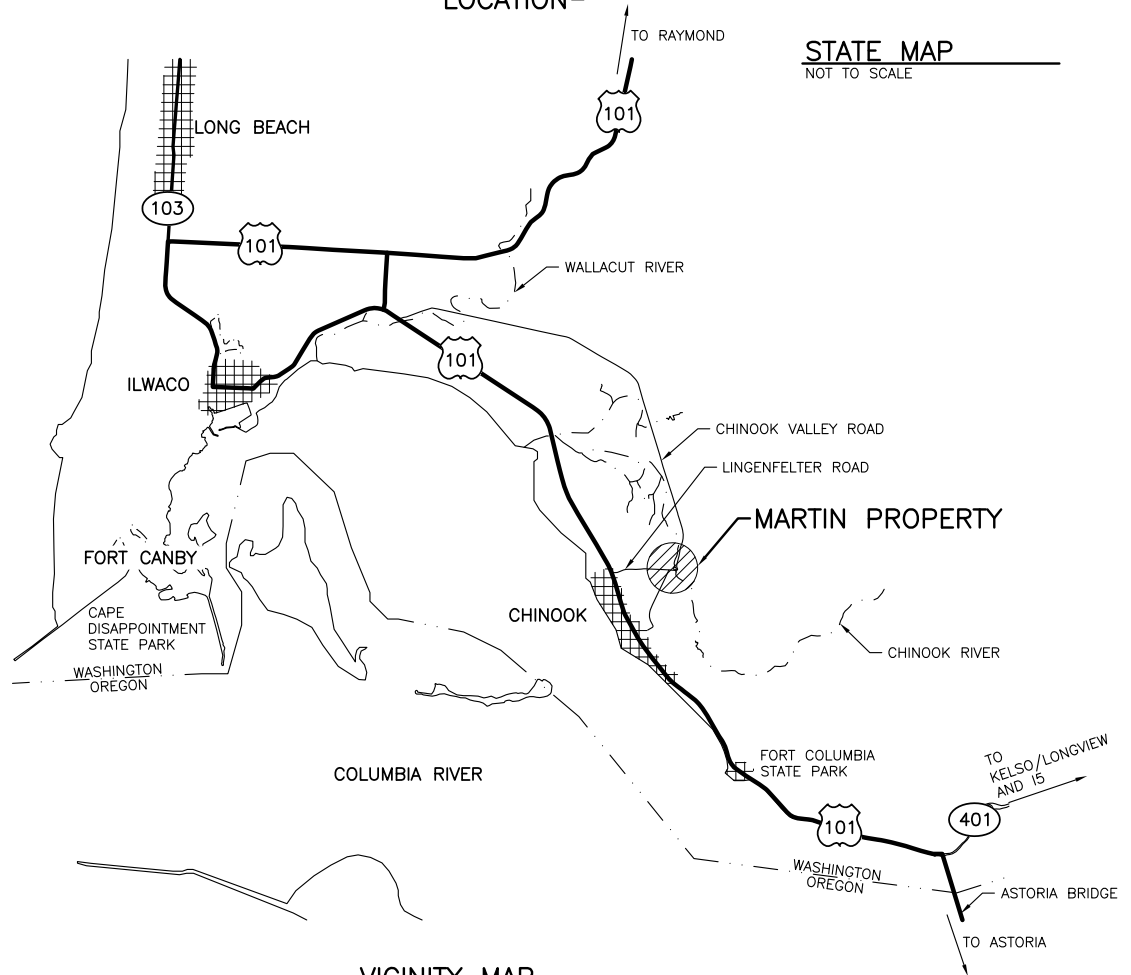
**STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE**

DATE DRAWN: 04-10-95 SCALE: N.T.S.



PROJECT LOCATION

STATE MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

ADDRESS:
149 CHINOOK VALLEY ROAD
CHINOOK, WA. 98614

DIRECTIONS
FROM KELSO, HEAD SOUTH ON 4TH AVE N TOWARD COWLITZ WAY. TURN RIGHT AT THE 1ST CROSS STREET ONTO WA-4 W/COWLITZ WAY. TURN RIGHT ONTO WA-4 W. TURN LEFT ONTO WA-401 S. CONTINUE ONTO US-101 N. TURN RIGHT ONTO CHINOOK VALLEY ROAD. TURN RIGHT TO STAY ON CHINOOK VALLEY ROAD. DESTINATION WILL BE ON THE LEFT.

S 8, T 1 N, R 10 W, WM

WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY _____
DRAWN BY D. SMITH
DATE 4/23/2021
FILE NAME R05020211Vin.dwg

JOHNS RIVER WLA, CHINOOK UNIT

MARTIN PROPERTY DEMOLITION

VICINITY AND STATE

MAPS

PROJECT NO.
PC:R50:2021-1

SHEET OF
1 1

APPROVED BY _____

DIVISION 0 – BID AND CONTRACT DOCUMENTS

SECTION 00100 INSTRUCTIONS TO BIDDER

00110 PREBID REQUIREMENTS

- A. Carefully examine all project documents.
- B. Be fully informed of all existing conditions and limitations, including any activities by City, County, State, Federal or private entities affecting access to the project.
- C. Include in the bid sufficient amount to cover all costs required by Bid Documents to complete the work, but not limited to applicable federal, state, and local taxes (except State Retail Sales Tax), insurance, bonding license(s), payment of prevailing wage rates, L&I filing fees, and all costs that may be necessary to complete the work.
- D. No Apprenticeship Participation requirements for projects estimated less than \$1,000,000.
- E. The project is federally funded. The Contractor shall abide by the provisions of *SECTION 00705.04B*.

Residential Federal Construction wage applies.

00120 REQUIRED BID DOCUMENTS

Failure to submit ALL PAGES of the following forms shall be sufficient cause to reject the bid.

- A. **Bid Form**: The ENTIRE current *Bid Form SECTION 00300* must be signed. Check for addenda at Builders Exchange of Washington, Inc. (<http://www.bxwa.com>) before submitting bid.
- B. **Standard Questionnaire for Qualification of Contractors Form**. Submit the completed form immediately following bid opening or submit with bid form.
- C. **Bid Bond**. For bids of \$35,000 or less, no bid guarantee is required. Bids greater than \$35,000 shall be accompanied by a certified check, cashier's check, or bid bond payable to the Treasurer of the State of Washington in an amount equal to at least five-percent of the bid as evidence of good faith and as a guarantee that, if awarded the Contract, the bidder will execute the Contract and give separate bond as required, see *SECTION 00702.06*.

00130 BID FORMAT

- A. Each bid must be submitted on the current *Bid Form, SECTION 00300* contained in these Bid Documents. Place your required bid documents into an envelope clearly marked on the outside with “BID ENCLOSED”, the project name, and project number. Envelope shall clearly identify your Company’s name and address. (See example below)

Company Name Address City, State Zip	BID ENCLOSED PROJECT NAME PROJECT NUMBER BID OPENING
--	--

- B. No oral, email, telephonic, faxed bids or modifications will be accepted or considered.

00135 BID OPENING

Bidders must submit their bid to the Washington Department of Fish and Wildlife, Capital and Asset Management Program, located at 600 Capitol Way North, MS: 43158, Olympia, Washington 98501-1091 before the bid submittal deadline for this solicitation. Sending your bid through the United States Postal Services (USPS) or United States Express Mail will not guarantee your bid will be received at the above location on time.

PLEASE NOTE: As a state agency, USPS mail is routed through the State’s Consolidated Mail Service, creating an unpredictable delay in delivery. We encourage you to do the following:

- Hand deliver;
- Courier;
- Allow sufficient amount of time;
- Use third party (i.e. Federal Express, United Parcel Service) for overnight delivery;
- Clearly label the outside of your envelope using the format in *SECTION 00130*

00140 BID SUBMITTAL DEADLINE

- A. Sealed bids for this project will be received by an authorized representative within the Washington Department of Fish and Wildlife, Capital and Asset Management Program located at 600 Capitol Way North, MS: 43158, Olympia, Washington, 98501-1091 until the time and date indicated on the current *Bid Form (SECTION 00300)*. **Due to the safety and health of the public and employees, WDFW CAMP is temporarily closing Bid Openings to public attendance. Bid opening results will be made public within 24-hours of opening.**
- B. Bids submitted after deadline will not be accepted.

00145 REASONABLE ACCOMMODATIONS

- A. Persons with disabilities who need reasonable accommodations to participate in the bid openings are invited to contact Capital and Asset Management Program at (360) 902-8300 or CAMP.Bids@dfw.wa.gov. Reasonable accommodation requests should be received at least three business days prior to the bid opening to ensure availability.

DIVISION 0 – BID AND CONTRACT DOCUMENTS

- B. **Bid Results:** After bid opening, bidders may obtain bid results from Builders Exchange of Washington, Inc. at <http://bxwa.com> the next business day.

00150 MANDATORY RESPONSIBILITY CRITERIA

Before award of a public works contract, a bidder must meet the following mandatory responsibility criteria under *RCW 39.04.350 (1)* to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- A. At time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 *RCW*;
- B. Have a current state Unified Business Identifier (UBI) number;
- C. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 *RCW*; an employment security department number as required in Title 50 *RCW*; and a state excise tax registration number as required in Title 82 *RCW*;
- D. Not be disqualified from bidding on any public works contract under *RCW 39.06.010* or *39.12.065(3)*;
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in *RCW 39.04.320*, not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 *RCW* for the one-year period immediately preceding the date of the bid solicitation;
- F. Have received training on the requirements related to public works and prevailing wage under this chapter and Chapter 39.12 *RCW*. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The Department of Labor and Industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and

LNI Training Information Link:
<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>
- G. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in *RCW 49.48.082*, and provision of Chapter 49, 46, 49, 48 or 49.52 *RCW*.

DIVISION 0 – BID AND CONTRACT DOCUMENTS

H. Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection G above. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.

00155 BASIS OF AWARD

The lowest responsive bid and responsible bidder is based upon the *BASE BID*. The Owner reserves the right to award the contract amount based on any or all of the bid items listed, to restrict the contract amount to the funds available, and to reject any or all bids for any reason whatsoever and waive informalities.

00160 PERIOD OF ACCEPTANCE

All bids may be held 45 calendar days from bid opening date. At the end of this period, the three lowest bids may be retained for 15 additional days, or as may be further extended by the Owner with the approval of the bidding companies.

00170 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bonds see SECTION 00702.04.

- A. Base bids greater than \$150,000; Contractor shall provide separate Payment and Performance Bonds, each executed by Contractor and Contractor's Surety.
- B. Base bids \$150,000 or less, Contractor shall provide separate Payment and Performance Bonds, each executed by Contractor and Contractor's Surety, unless the Contractor agrees Owner may, in lieu of the bond(s), retain 10 percent of the Contract Sum for the period allowed by *RCW 39.08.010*.

00175 BUILDERS RISK INSURANCE

Builders Risk Insurance is not required, See *SECTION 00802.07*

00180 INTERPRETATIONS

For information or technical questions regarding this project email CAMP.Bids@dfw.wa.gov with the project title and project number in subject line and address questions to the Project Manager. Questions resulting in changes to the scope or nature of the drawings, specifications, or bid documents will be answered by addendum/addenda reflective of the Owner's process.

The Owner will **NOT** answer questions received after 2:00pm on Monday May 17, 2021. All addenda issued are part of the bid documents. The Owner will not be responsible for any oral interpretations.

00190 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION

Minority and Women's Business Enterprises (MWBE) are encouraged to participate in the bidding as prime contractors, subcontractors, or suppliers.

00195 CONTRACT RESPONSIVENESS

Contractor shall return all required contract documents and signed contract no later than 21 calendar days from date of Award Letter.

END OF SECTION 00100

**SECTION 00200
CONTRACTOR CHECKLIST**

00230 PRIOR TO CONTRACT EXECUTION

Submit the following within 21 calendar days from the date of the Award Letter:

- A. Two signed copies of the *Public Works Contract Agreement*.
- B. Performance and Payment Bonds Form, See *SECTION 00610*.
 - 1. Separate performance and payment bonds executed by Contractor and Contractor's Surety.
 - 2. Option: Contract sums of \$150,000 or less, Owner will not require performance and payments bonds; if Contractor agrees Owner may, in lieu of the bond, retain 10 percent of the Contract Sum.
- C. *Retainage Investment Option Form*. See *Section 00630*.
- D. *Certificate Insurance Form*. See *Section 00640*.
- E. *Statewide Payee Form, Form W-9, Request for Taxpayer ID Number and Certification* (for General Contractors and Subcontractors). Submit to the Contract Administrator, WDFW.

00235 PRIOR TO NOTICE TO PROCEED

- A. Attend preconstruction conference.
- B. Provide list of subcontractors and major suppliers greater than \$2,500.
- C. Provide Construction Schedule for approval.
- D. Provide a Schedule of Values for approval. See *Section 00650*

00240 PRIOR TO SUBMITTING PAY REQUEST

Submit the following:

- A. *Statement of Intent to Pay Prevailing Wage Rates* for Contractor (and all subcontractors), filed and approved by the Department of Labor and Industries (L&I) with your first invoice. Information regarding Prevailing Wages is found at the L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>.
- B. *Verification of Monthly Payments to MWBES* (with each pay request). See *Section 00660*.

00250 DURING PROGRESS OF CONTRACT

- A. Provide contractor submittals and shop drawings as required.
- B. If work exceeds 30 calendar days, Contractor may request partial payment once per month. If work is 30 calendar days or less Contractor may request payment when project is complete.

00260 FOR SUBSTANTIAL COMPLETION

- A. Owner provides written approval of Substantial Completion.
- B. Owner/operator training completed.
- C. Operation and Maintenance Manual (See *SECTION 01730*) draft to Owner for review and acceptance.
- D. A written Certificate of Occupancy received by Owner.
- E. Owner provides Contractor final punch list.

00270 FINAL COMPLETION

- A. Contractor completes final punch list.
- B. Owner completes walkthrough and validates final punch list.
- C. Contractor submits final Operation and Maintenance Manuals to Owner, See *SECTION 01730*.
- D. Contractor submits project record to Owner if required in the contract.
- E. All signed permits given to the Owner.
- F. All expressed warranties (greater than 1 year) received by Owner.
- G. Owner issues a formal *Final Completion Certificate to Contractor*.
- H. Contractor submits their final progress invoice after the *Final Completion Letter* is sent to the Contractor.
- I. Contractor submits *Affidavit of Wages Paid* to the Department of Labor and Industries for approval.
- J. The Department of Labor and Industries approve the *Affidavit of Wages Paid* for Contractor and all Subcontractors working on the project.
- K. Owner will submit a *Notice of Completion* Form to Department of Revenue, the Department of Labor and Industries, and Employment Security Department.
- L. Owner's Contract Administrator receives the notarized Contractor's Release of Claims Form.

00280 FOR RETAINAGE TO BE RELEASED

- A. Contract is not in dispute.
- B. Owner processes final progress payment.
- C. Owner administers legal lien period (60 days).
- D. Owner's Contract Administrator receives release from Department of Revenue.
- E. Owner's Contract Administrator receives release from Employment Security Department.
- F. Owner's Contract Administrator receives release from Department of Labor and Industries.

END OF SECTION 00200

SECTION 00300
 BID FORM

FAILURE TO SUBMIT ALL PAGES OF BID FORM SHALL BE SUFFICIENT CAUSE TO REJECT THE BID.

To: Washington Department of Fish & Wildlife
 Chief Engineer
 600 Capitol Way North, MS: 43158
 Olympia, WA 98501-1091

Project Title: Chinook Martin Demo
Project No.: PC:R50:2021-1
Bid Opening: 2:00 p.m. May 20, 2021

BID:

Pursuant to and in compliance with the Bid Documents, the undersigned Bidder agrees to submit all bid form pages and perform the Work for the following Base Bid amount for the above referenced project:

Lump Sum Items	
Bid Item 1: Full asbestos and hazardous material abatement	\$
Bid Item 2: Mobilization, stormwater controls and demolition of house, septic, garage piping, gravel and pavement surfaces and shop. Restore to grass surface.	\$
Bid Item 3: Removal of car bodies, trailers, household debris inside structures, small above ground fuel tank, visible yard junk and grass seeding of disturbed soils.	\$

Unit Price Items					
Item	Description	Estimated Quantity	Unit	Unit Price Dollars/Cents	Total Price Dollars/Cents
4.	Removal of tires not attached to vehicles	10	ea		\$
5.	Removal and disposal of concrete blocks, hidden yard debris, standard disposal	3	tons		\$
6.	Removal and disposal of blackberries including grubbing, reseeding	300	sy		\$

Base Bid (Sum of bid items 1 thru 6)	\$
---	----

BID FOR TRENCH EXCAVATION SAFETY SYSTEMS:

If the Contract Documents contain any work in which trench excavation will exceed a depth of four feet, all costs for adequate trench safety systems amount shall be included in base bid in compliance with RCW 39.04.180. The Bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW and WAC 296-155-66411.

If trench excavation safety provisions do not pertain to this project, enter “N/A” for the dollar amount. Failure to complete this requirement shall be sufficient cause to reject the bid.

Trench Excavation Safety Systems	\$
---	----

CONTRACT COMPLETION TIME

Substantial Completion shall be achieved by July 30, 2021.

Final Completion shall be achieved by August 10, 2021.

LIQUIDATED DAMAGES

The undersigned agrees to pay the Owner as liquidated damages the sum of \$215 for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the Contract by Change Order.

MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE) UTILIZATION CERTIFICATION

The bidder certifies they have, in good faith, afforded maximum opportunities to MWBEs, and if they are the successful bidder on this project, the following MWBE firms or approved substitutes shall be utilized on the project and compensated in the amounts shown. **If the bidder does not expect to utilize MWBE firms, enter “N.A.” on line one below.**

Firm Name, Address and Federal I.D. #	Telephone Number	Type of Work	Certificate Number	MBE%	WBE%
1					
2					
TOTALS					

IDENTIFICATION OF SUBCONTRACTORS FOR PROJECTS GREATER THAN \$1,000,000

Not Used.

CONTRACT EXECUTION:

- A. **Contract Execution:** If the Owner awards a contract based on this bid within 60 calendar days (unless otherwise negotiated) of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the WDFW Public Works Contract Form.
- B. **Bonds and Insurance:** If Bidder fails to submit the documents listed in *Section 00230*, within 21 calendar days after date on the Award Letter, the Owner may revoke the award.
- C. **Failure to Execute Contract:** If the successful bidder, fails to submit the documents listed in *Section 00230*, the Owner may revoke the award. The bid guarantee may be retained by Owner as liquidated damages, not as penalty.

If a contract is not awarded within 60 calendar days (unless otherwise negotiated) after the bid submission deadline or Contractor fails to submit the documents listed in *Section 00230*, the certified or cashier's check submitted as the bid guarantee shall be returned to the bidder, or the Bid Bond shall become void.

DECLARATION:

- A. **Familiarity with Bid Document and Site:** The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above referenced project, the site where the Work is to be performed and the conditions affecting the Work.
- B. **Proposal to Perform Work:** The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Base Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.
- C. **Non-Collusion:** The Bidder affirms that the bid is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.
- D. **Certification of Compliance with Wage Payment Statutes:** The bidder hereby certifies that, within the 3 year period immediately preceding the bid solicitation date 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.

ACKNOWLEDGEMENT

I certify by signing the current Bid Form that all Addendum/Addenda, Contract Execution and Declarations have been acknowledged. Contractor shall review online bid documents at Builders Exchange of Washington, Inc. <http://www.bxwa.com> to ensure all information is considered in bid proposal.

Bidder's Business Name:		
Unified Business Number (UBI):	Contractor's License Number:	
Physical Business Street Address		
City:	State:	Zip Code:
Phone Number:		
Email Address:		
If the above address is not in Washington State, check ONE of the boxes below:		
<input type="checkbox"/> Physical office in WA: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> Street Address City Zip Code </div> <p align="center">OR</p> <input type="checkbox"/> State of incorporation or where business entity was formed, if not corporation: _____		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature of Authorized Official:	Date:
Print Name	Title

FAILURE TO SUBMIT ALL PAGES OF BID FORM SHALL BE SUFFICIENT CAUSE TO REJECT THE BID.

END OF SECTION 00300

SECTION 00400
SUPPLEMENTS TO BID FORM

00420 QUALIFICATION QUESTIONNAIRE

- A. **Information and Instructions - Standard Questionnaire for Qualification of Contractors:**
1. Any person, firm, or corporation bidding on this project shall execute and submit with their bid a Standard Questionnaire for Qualification of Contractors Form. Failure to submit the completed form immediately following the bid opening may be sufficient cause to reject the bid.
 2. The Chief Engineer will make the sole determination as to the adequacy of the experience and responsibility of the bidder.
 3. All information furnished will be treated as confidential to the extent that such policy is compatible with the provisions of the general statutes affecting the conduct of public offices.
- B. **Preparation of Standard Questionnaire for Qualification of Contractors Form:**
1. Bidder shall submit the Standard Questionnaire for Qualification of Contractors Form only in the exact name under which the bid is submitted. Answers and entries shall be specific and complete in detail.
 2. Bidder shall verify that Representative or Project Manager Contact information is current and valid prior to submission.
- C. **Joint Ventures:** The bids of Joint Ventures will be accepted if qualification has been satisfactorily established by each of the firms bidding in the name of the Joint Venture.

**STANDARD QUESTIONNAIRE
FOR QUALIFICATION OF CONTRACTORS**

PROJECT NO. _____

Submitted by: _____
Name Title

_____ ()
Street Address City State Zip Phone Number

Signature

QUESTIONNAIRE:

- A. How many years has your organization been in business under your present business name?

- B. List 3 projects your organization has completed or has underway on this date reflecting the type of work for which you desire to qualify.

1.	Owner	Owner's Representative or PM	Representative or PM Phone Number
Project Name		Contract Amount	
Class of Work Performed			
2.	Owner	Owner's Representative or PM	Representative or PM Phone Number
Project Name		Contract Amount	
Class of Work Performed			
3.	Owner	Owner's Representative or PM	Representative or PM Phone Number
Project Name		Contract Amount	
Class of Work Performed			

DIVISION 0 – BID AND CONTRACT DOCUMENTS

C. Has your organization ever failed to complete a construction contract?

YES NO

If Yes, state reason why:

00440 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Not Used.

END OF SECTION 00400



SECTION 00500
PUBLIC WORKS CONTRACT

TITLE: [redacted]

WDFW NUMBER: [redacted]

CONTRACTOR: [redacted]

ENGINEERING #: [redacted]

[redacted]

CONTRACT AMOUNT: [redacted]

MASTER INDEX: [redacted]

TYPE: [redacted]

PROJECT MANAGER: [redacted]

CONTRACT PERIOD: [redacted]

A. PARTIES TO THIS CONTRACT

This Contract is entered into under the authority of Chapter 39.04 of the Revised Code of Washington (RCW) between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and [redacted] (Contractor), Company Address, Company City, Company State, Company Postal Code; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

The Contractor shall provide those goods and /or services in accordance with and as described in the plans and drawings designated as "State of Washington Department of Fish & Wildlife Engineer Number [redacted]"; together with the Contractor's bid opened at 2:00 P.M. Pacific Time on [redacted] and in full compliance with terms, conditions and stipulations of the General Conditions of the Contract, Release of Claims, the Special Conditions of the contract and material, Rights-of-Way and Easements (other than those provided by the State), licenses, permits, for this contract, now referred to and by this reference incorporated herein and made a part hereof as fully, for all purposes as if here set forth at length.

C. DESCRIPTION OF PROJECT

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference: Attachment "A" Specifications and Drawings (WDFW Engineer No. [redacted])

D. PERIOD OF PERFORMANCE

The Contractor shall begin work as stated in the Notice to Proceed letter from WDFW; and shall complete all work under this contract not later than [redacted]. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

WDFW may suspend the work of the Contractor due to weather or other needs of WDFW. The Contractor shall suspend all work on the contract upon the receipt of a Notice to Suspend from WDFW; and shall not re-commence work until a Notice to Resume Work is received from WDFW.

E. COMPENSATION / PAYMENT

WDFW hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same according to the plans designated, and the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same in the manner set out in the specifications the sum of \$ [redacted], plus applicable Washington State sales tax at the time and upon the conditions provided for in this contract and every part thereof.

That WDFW further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and any force account work that may be ordered, if the construction or labor required by such changes or force work is to be executed during the period specified herein for the completion of the work under this contract, and to pay for the same under the terms of this contract. Except as otherwise provided in Section 00707 of Attachment “A” of the contract, no alteration or modification of any of the terms, conditions, price, quality, quantity or specifications of this contract will be effective if not in writing and signed by WDFW. The Contractor is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials go to <http://www.ofm.wa.gov/isd/vendors.asp> or contact the Statewide Payee Help Desk at (360) 407-8180.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

G. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations;
- Special Terms and Conditions as contained in this basic contract instrument;
- Attachment “A” Specifications and Drawings (WDFW Engineer Number [REDACTED]); and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

H. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative

Name: [REDACTED]
Company Name: [REDACTED]
Address: [REDACTED]
Office Phone: [REDACTED]
Email: [REDACTED]

WDFW's Representative

Project Manager: [REDACTED]
Washington Dept. of Fish and Wildlife, Capital and Asset Management Program
PO Box 43158
Olympia, WA 98504-3158
(360) 902-8300
Email: [REDACTED]

I. BUY AMERICAN ACT

The Contractor shall comply with 41 USC 10a-10c (the “Buy American Act”) by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which WDFW determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

J. CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS)

Unless exempt under Title 2, Section 25.110 of the Code of Federal Regulations, the Contractor shall comply with 2 CFR 25 and be registered in the federal Central Contractor Registration (CCR) system; maintain an active CCR registration with current information at all times during the period of performance for this contract; and provide its DUNS number to WDFW.

K. COPELAND “ANTI-KICKBACK” ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to WDFW.

L. DAVIS-BACON AND RELATED ACTS

If the work performed by Contractor employees is subject to the Davis Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the Contractor shall a) pay at least once per week wages to Contractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to WDFW each week U.S. Department of Labor Form WH-347 “Payroll (For Contractors Optional Use)” stating the wages paid to Contractor laborers and mechanics engaged in work under this contract. Should wage determinations made by the U.S. Department of Labor conflict with the prevailing wage rates established by the Washington State Department of Labor and Industries, the Contractor shall pay Contractor laborers and mechanics at a rate not less than the higher of the two rates.

M. DRUG-FREE WORKPLACE

The Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 United States Code 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for Contractor employees; and taking actions concerning Contractor employees who are convicted of violating drug statutes in the workplace. The Contractor shall provide written notice of a conviction of a Contractor employee of a drug violation in the workplace to WDFW within seven (7) calendar days after the Contractor learns of the conviction.

N. FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its “principals” (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor agrees not to enter into any arrangements or other contracts with any party that is on the “List of Parties Excluded from Federal Procurement or Non-procurement Programs” which can be found at <https://www.sam.gov>.

O. RESTRICTIONS ON LOBBYING

The Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

P. TRAFFICKING VICTIMS PROTECTION ACT

As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the Contractor is found to be in violation of the Trafficking Victims Protection Act of 2000.

Q. WHISTLEBLOWER PROTECTION ACT

If this Contract exceeds the federal simplified acquisition threshold of \$100,000 the Contract and all employees working on the Contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the Contractor shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this Contract that exceed the federal simplified acquisition threshold of \$100,000, and the Contractor shall include this section in all such subcontracts and/or subawards.

R. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

S. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

«COMPANY_NAME»

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Signature and Date

Signature and Date

Timothy W. Burns, PE
Program Director
Capital and Asset Management Program

Printed Name and Title

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/19/2014

00620 RETAINAGE IN LIEU OF PERFORMANCE BOND OPTION ON CONTRACTS
OF \$150,000 OR LESS



Contract No. _____

Project Name: _____

Agency: DEPARTMENT OF FISH AND WILDLIFE _____

Contractor: _____

Pursuant to *RCW 39.08.010* you are permitted to exercise your option, IN WRITING, on whether to provide a performance bond, or in lieu of bond to have retention increased to 10 percent. You are therefore requested to complete and return this form prior to receiving the *Notice to Proceed*.

OPTION 1:

Provide a performance bond in accordance with *SECTION 00702.04* of the *GENERAL CONDITIONS*.

I request Option #1 _____

OPTION 2:

Retain 10 percent of the contract payments in lieu of providing a performance bond in accordance with *SECTION 00702.04* of the *GENERAL CONDITIONS*.

I request Option #2 _____

Signature

Title

Date

00630 RETAINAGE OPTIONS



Contract No.: _____ Project: _____

Chapter 60.28 RCW requires in part that all contracts for public improvements or work by a public body must provide for retention from the amounts earned by the Contractor. Such monies are to be retained in accordance with the provision of the law for the protection and payment of any person supplying labor or material for such work and the State for taxes due from the Contractor.

The monies reserved from amounts due a Contractor at his/her option shall be: (Contractor mark choice):

- _____ A. Retained in a fund by the public body until 60 days following the final acceptance of said improvement or work as completed; or
- _____ B. Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until 60 days after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor.
- _____ C. Placed in escrow with a bank or trust company until 60 days following final acceptance of said work or improvement as completed.
- _____ D. Contractor will submit a retainage bond for all or any portion of funds to be retained by Washington State Department of Fish and Wildlife.

The warrant or check representing monies to be placed in escrow shall be made payable jointly to the bank or trust company and the Contractor. Such monies must be converted into bonds and securities and held in escrow. The bonds and securities are to be chosen by the Contractor and approved by the State. When interest on such investments accrues and is paid, it must be forwarded to the Contractor.

The escrow agreement, in the form prescribed by WAC Chapter 82-32 and in addition to other requirements, must also provide for payment of all escrow costs and fees by the Contractor. A copy of the completed escrow agreement shall be provided by the escrow agent, the Contractor and the state agency prior to the time the first progress payment is made.

This completed option must be returned with the signed Contract Documents. No progress payment shall be made until the Contractor has exercised this option in writing.

Contractor	Signature	Date
------------	-----------	------



00640

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**STATE OF WASHINGTON
00650 SCHEDULE OF VALUES**

CERTIFICATE FOR PAYMENT. For period from: date to date
 Contract for: **project title** Date: 01/00/00
 Location: **project location** Certificate No.: _____
 Contractor: _____ Contract No.: _____

Original Contract Amount: \$0.00
 Net change in Contract Amount to Date: \$0.00
 Adjusted Contract amount **\$0.00**

ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED VALUE	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS INVOICE
1		\$0.00	\$0.00	#####	\$0.00	\$0.00
2		\$0.00	\$0.00	#####	\$0.00	\$0.00
3		\$0.00	\$0.00	#####	\$0.00	\$0.00
4		\$0.00	\$0.00	#####	\$0.00	\$0.00
5		\$0.00	\$0.00	#####	\$0.00	\$0.00
6		\$0.00	\$0.00	#####	\$0.00	\$0.00
7		\$0.00	\$0.00	#####	\$0.00	\$0.00
8		\$0.00	\$0.00	#####	\$0.00	\$0.00
9		\$0.00	\$0.00	#####	\$0.00	\$0.00
10		\$0.00	\$0.00	#####	\$0.00	\$0.00
11		\$0.00	\$0.00	#####	\$0.00	\$0.00
12		\$0.00	\$0.00	#####	\$0.00	\$0.00
13		\$0.00	\$0.00	#####	\$0.00	\$0.00
14		\$0.00	\$0.00	#####	\$0.00	\$0.00
15		\$0.00	\$0.00	#####	\$0.00	\$0.00
16		\$0.00	\$0.00	#####	\$0.00	\$0.00
17		\$0.00	\$0.00	#####	\$0.00	\$0.00
18		\$0.00	\$0.00	#####	\$0.00	\$0.00
19	Change Orders:					
20	1.	\$0.00	\$0.00	#####	\$0.00	\$0.00
21	2.	\$0.00	\$0.00	#####	\$0.00	\$0.00
22	3.	\$0.00	\$0.00	#####	\$0.00	\$0.00
23	4.	\$0.00	\$0.00	#####	\$0.00	\$0.00
24	5.	\$0.00	\$0.00	#####	\$0.00	\$0.00
25	6.	\$0.00	\$0.00	#####	\$0.00	\$0.00
26	7.	\$0.00	\$0.00	#####	\$0.00	\$0.00
27	8.	\$0.00	\$0.00	#####	\$0.00	\$0.00
28	6.	\$0.00	\$0.00	#####	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	#####	\$0.00	\$0.00
TAX	SALES TAX	\$0.00	\$0.00		\$0.00	\$0.00
	TOTAL	\$0.00	\$0.00		\$0.00	\$0.00
Less Retainage..	5%		\$0.00		\$0.00	\$0.00
	NET		\$0.00		\$0.00	\$0.00
	Less Previous Payments...		\$0.00			
Additional Tax	0.00%	\$0.00			\$0.00	
	AMOUNT DUE THIS ESTIMATE		\$0.00			\$0.00

check
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

This is to certify that the contractor, having complied with the terms and conditions of the above mentioned contract, is due and payable from the State of Washington, the amount set after "AMOUNT DUE THIS ESTIMATE."

0

 (Contracting Firm) (Architect or Engineer)

By _____ By _____
 SIGN IN INK SIGN AND DATE



00660 VERIFICATION OF MONTHLY PAYMENTS TO MWBES

State of Washington Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington, 98501-1091, (360) 902-8300

Project No _____ Project Title _____ Sheet _____ of _____

Contractor _____ Payment # _____

Federal Tax Identification #	Contractor/Supplier	WBE or MBE	Nature of Work or Type of Supplies	Bid Total Utilization Dollars	Amount Paid This Month	Amount Paid to Date

CONTRACTOR: _____

Authorized Signature

DATE: _____

Washington Department of Fish and Wildlife

STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

Firm Name, Address, City, State & ZIP+4	Project Name (Title)	Contract No.
	Contract Award Amount: \$	Notice to Proceed Date

Reporting Period from: _____ to _____ Required Apprenticeship Percentage: **15%**

APPRENTICE SUMMARY

Apprentice Name	Craft or Trade	Apprentice Registration Number	Name of Contractor or Sub-Contractor	Apprentice	
				Total Number	Hours Worked

JOURNEYMEN SUMMARY

Journeymen Name	Craft or Trade	Journeymen Registration Number	Name of Contractor or Sub-Contractor	Journeymen	
				Total Number	Hours Worked

Apprentice total hours worked this period:	0
Journeyman total hours worked this period:	0

	Previous Total	New Total	Percentage
Cumulative Apprentice hour Total brought forward from last reporting period:	previous total		
Cumulative Journeymen hour Total brought forward from last reporting period:	previous total		

I, the undersigned, do hereby certify under penalty of perjury that the items listed herein represent the proper hourly totals for Apprenticeship/Journeyman participation during this reporting period.

Printed Name:	Signature:	Date:	Title:
---------------	------------	-------	--------

DES Labor Form 100412

**SECTION 00700
TABLE OF CONTENTS**

00701	Definitions		00705.12	Layout of Work
	00701.01	Definitions	00705.13	Material and Equipment
	00701.02	Order of Precedence	00705.14	Availability and Use of Utility Services
	00701.03	Execution and Intent		
00702	Insurance and Bonds		00705.15	Tests and Inspection
	00702.01	Contractor's Liability Insurance	00705.16	Correction of Nonconforming Work
	00702.02	Coverage Limits		
	00702.03	Insurance Coverage Certificates	00705.17	Cleanup
	00702.04	Payment and Performance Bonds	00705.18	Access to Work
	00702.05	Additional Bond Security	00705.19	Other Contracts
	00702.06	Bid Bond or Proposal Guarantee	00705.20	Subcontractors and Suppliers
	00702.07	Builder's Risk	00705.21	Warranty of Construction
00703	Time and Schedule		00705.22	Indemnification
	00703.01	Progress and Completion	00705.23	Required Payroll Documents
	00703.02	Construction Schedule	00705.24	Statement of Apprentice/Journeyman Participation
	00703.03	Owner's Right to Suspend the Work for Convenience		
	00703.04	Owner's Right to Stop the Work for Cause	00705.25	Federally Funded Contract Conditions
	00703.05	Delay		
	00703.06	Notice to Owner of Labor Disputes	00706	Payments and Completion
	00703.07	Damages for Failure to Achieve Timely Completion	00706.01	Contract Sum
00704	Specifications, Drawings, and Other Documents		00706.02	Schedule of Values
	00704.01	Discrepancies and Contract Document Review	00706.03	Application for Payment
	00704.02	Project Record	00706.04	Progress Payments
	00704.03	Shop Drawings	00706.05	Payments Withheld
	00704.04	Organization of Specifications	00706.06	Retainage and Bond Claim Rights
	00704.05	Ownership and Use of Drawings, Specifications, and Other Documents	00706.07	Substantial Completion
			00706.08	Prior Occupancy
			00706.09	Final Completion, Acceptance, and Payment
00705	Performance		00707	Changes
	00705.01	Contractor Control and Supervision	00707.01	Changes in the Work
	00705.02	Permits, Fees, and Notices	00707.02	Change in the Contract Sum
	00705.03	Patents and Royalties	00707.03	Change in the Contract Time
	00705.04	Prevailing Wages	00708	Claims and Dispute Resolution
	00705.05	Hours of Labor	00708.01	Claims Procedure
	00705.06	Nondiscrimination	00708.02	Arbitration
	00705.07	Safety Precautions	00708.03	Claims Audits
	00705.08	Operations, Material Handling, and Storage Areas	00709	Termination of the Work
	00705.09	Prior Notice of Excavation	00709.01	Termination by Owner for Cause
	00705.10	Unforeseen Physical Conditions	00709.02	Termination by Owner for Convenience
	00705.11	Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements	00710	Miscellaneous Provisions
			00710.01	Governing Law
			00710.02	Successors and Assigns
			00710.03	Abbreviations of Administrative Organizations
			00710.04	Rights and Remedies
			00710.05	Contractor Registration
			00710.06	Time Computations

- 00710.07 Records Retention
- 00710.08 Third-Party Agreements
- 00710.09 Antitrust Assignment
- 00710.10 Identification of Subcontractor
for Projects Greater than
\$1,000,000

PART 1 - 00701.00 DEFINITIONS

00701.01 DEFINITIONS

- A. Application for Payment: A written request submitted by Contractor to A/E for payment of Work completed, in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. Architect, Owner, or A/E: A person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. Change Order: A written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.
- D. Claim: Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in *SECTION 00708 - CLAIMS AND DISPUTE RESOLUTION*.
- E. Contract Documents: The Advertisement for Bids, Instructions to Bidders, completed Form of Proposal, *GENERAL CONDITIONS*, Modifications to the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS*, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- F. Contract Sum: The total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- G. Contract Time: The number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- H. Contractor: The person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- I. Drawings: The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- J. Final Acceptance: The written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- K. Final Completion: The Work is fully and finally completed in accordance with the Contract Documents.

DIVISION 0 – GENERAL CONDITIONS

- L. Force Majeure: Those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in *SECTION 00703.05A*.
- M. Notice: A written notice that has been delivered in person to the individual or a member of the firm or entity, or to an officer of the corporation for which it was intended, or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- N. Notice to Proceed: A notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- O. Owner: The state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- P. Person: A corporation, partnership, business association of any kind, trust, company, or individual.
- Q. Prior Occupancy: Owner's use of all or parts of the Project before Substantial Completion.
- R. Construction Schedule: A schedule of the Work, in a form satisfactory to Owner, as further set forth in *SECTION 00703.02*.
- S. Project: The total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- T. Project Manual: The volume usually assembled for the Work, which may include documents such as the bidding requirements, sample forms, and other Contract Documents.
- U. Project Record: The separate set of Drawings and Specifications as further set forth in *SECTION 00704.02A*
- V. Schedule of Values: A written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- W. Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- X. Subcontract: A contract entered between the Contractor and a Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for, or in connection with, the Work.
- Y. Subcontractor: Any person other than the Contractor who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- Z. Substantial Completion: That stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in *SECTION 00706.07*.

DIVISION 0 – GENERAL CONDITIONS

- AA. Work: The construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

00701.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

- A. Signed Public Works Contract, including any Change Orders and any Special Forms
- B. *SUPPLEMENTAL CONDITIONS*
- C. *GENERAL CONDITIONS*
- D. Specifications: Provisions in *DIVISION 1* shall take precedence over provision of any other division.
- E. Drawings: In case of conflict within the Drawings, large-scale drawings (24" x 36" shall take precedence over reduced scale drawings.
- F. Signed and Completed *Bid Form*
- G. Instructions to Bidder
- H. Notice to Contractor

00701.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- A. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents.
- B. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, labor, materials, equipment, goods, supplies, services, and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.
- C. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents.
- D. Contractor is able to furnish the plants; tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract Documents and have sufficient experience and competence to do so.

PART 2 - 00702.00 INSURANCE AND BONDS

00702.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this section shall be licensed to do business under *Chapter 48 RCW* or comply with the *Surplus Lines Law* of the State of Washington. Contractor shall include in its bid the cost of all insurance and bonds required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be rated "B+" or better by A.M. Best and ratings shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and for 1 year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by *SECTION 00705.16*.
 - 1. General liability on the *ISO 1986 New Occurrence Form* or its equivalent, which will include:
 - a. Completed operations/products liability
 - b. Explosion, collapse, and underground
 - c. Employer's liability coverage
 - 2. Automobile liability
- B. Contractor shall comply with the *Washington State Industrial Insurance Act*, and, if applicable, the *Federal Longshoremen's and Harbor Workers' Act*, and the *Jones Act*.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

00702.02 COVERAGE LIMITS

- A. Required Insurance Coverages:
 - 1. For a contract less than \$100,000.00, the coverage required is:
 - a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract.

DIVISION 0 – GENERAL CONDITIONS

This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limited	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expenses Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
 - c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.
2. For contracts over \$100,000.00 but less than \$5,000,000.00 the Contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.
3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$4,000,000.00
Products – Commercial Operations Limited	\$4,000,000.00
Personal and Advertising Injury Limit	\$2,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expenses Limit (any one person)	\$5,000.00

4. For all Contracts – Automobile Liability; in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

DIVISION 0 – GENERAL CONDITIONS

5. For contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	1,000,000.00

Or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for 1 year following the project’s “final completion” through official completion of the project, plus 1 year following.

For contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

00702.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to the commencement of the Work, Contractor shall furnish acceptable proof of insurance on the State of Washington Certificate of Insurance Form SF500A, as well as copies of insurance policies.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

702.04.1 PAYMENT AND PERFORMANCE BONDS

- A. Contractor shall provide separate performance and payment bonds, each executed by the Contractor and the Contractor’s Surety.
- B. Option: Contract sums of \$150,000 or less, Owner will not require performance and payments bonds; if Contractor agrees Owner may, in lieu of the bond, retain 10 percent of the Contract Sum.

00702.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

00702.06 BID BOND OR PROPOSAL GUARANTEE

- A. For bids of \$35,000 or less, no bid bond is required. Bids greater than \$35,000 shall be accompanied by a certified check, cashier's check, or bid bond payable to the Treasurer of the State of Washington in an amount equal to at least 5 percent of the bid as evidence of good faith and as a guarantee that, if awarded the Contract, the bidder will execute the Contract and give Performance Bond as required. All proposal guarantees may be held a maximum of 30 calendar days, and the 3 lowest bids may be held 45 calendar days from the date of the bid opening. At the end of the 30 calendar day period, all proposal guarantees, except those accompanying the 3 lowest bids, will be returned to the respective bidders. After the Contract and bonds have been executed, the remaining 3 proposal guarantees will be returned to their respective bidders.
- B. Only a cashier's check or certified check will be accepted in lieu of a bid bond. State statute requires deposit of negotiable receipts at the time of receipt. The bidder should be prepared to accept an additional 60 to 90 day delay in obtaining repayment from the State Treasurer.
- C. Fiscal procedures in preparing repayment are time consuming, and result in the requirement for additional time. Failure to comply with this section will cause bid to be considered nonresponsive.

00702.07 BUILDER'S RISK

- A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Final Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/Es' services and expenses required as a result of an insured loss.

DIVISION 0 – GENERAL CONDITIONS

- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/Es' sub consultants, separate contractors described in *SECTION 00705.20*, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 - 00703.00 TIME AND SCHEDULE

00703.01 PROGRESS AND COMPLETION

Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

00703.02 CONSTRUCTION SCHEDULE

- A. The Contractor shall, at the Preconstruction Conference and prior to Notice to Proceed, submit a Construction Schedule showing the sequence in which the Contractor proposes to perform the work, including dates on which the contractor plans to start and finish major portions of the work, dates for submitting shop drawings and other submittals, and dates for acquisition of materials and equipment.
- B. The Construction Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Construction Schedule may be general, showing the major portions of the Work, with more specific Construction Schedules in subsequent months as directed by Owner.
- C. Owner shall return comments on the preliminary Construction Schedule to Contractor within 14 days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold progress payments until a Construction Schedule has been submitted that meets the requirements of this section.
- D. Contractor shall utilize and comply with the Construction Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Construction Schedule at its own expense to Owner indicating actual progress. If, in the opinion of the Owner, Contractor is not in conformance with the Construction Schedule for reasons other than acts of *force majeure* as identified in *SECTION 00703.05*, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Construction Schedule, or revise the Construction Schedule to reconcile with the actual progress of the Work.

DIVISION 0 – GENERAL CONDITIONS

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event that is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.
- F. The Contractor shall notify the Owner or Owner at least two weeks in advance if work is to be performed on a Saturday, Sunday, and/or state holiday.
- G. No excavation work, as defined by *SECTION 00705.09*, will be allowed on Saturdays, Sundays and/or state holidays unless specifically authorized by the Owner.

00703.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order the Contractor in writing to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions of *SECTION 00709.00*.
- C. If a written notice suspending the Work is canceled or the period of the notice or any extension thereof expires, Contractor shall resume the Work.
- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in *SECTION 00707.00*.

00703.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order the Contractor in writing to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

00703.05 DELAY

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (*force majeure*). Acts of *force majeure* include, but are not limited to:
1. Acts of God or the public enemy
 2. Acts or omissions of any government entity
 3. Fire or other casualty for which Contractor is not responsible
 4. Quarantine or epidemic
 5. Strike or defensive lockout
 6. Unusually severe weather conditions that could not have been reasonably anticipated
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of *force majeure*, provided it makes a request for equitable adjustment according to *SECTION 00707.03*. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of *force majeure*.
- C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to *SECTIONS 00707.02* and *00707.03*.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to *SECTION 00707.03*, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of *force majeure* or otherwise.

00703.06 NOTICE TO OWNER OF LABOR DISPUTES

If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.

Contractor agrees to insert a provision in its Subcontracts and to require insertion in all Sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

00703.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages:

1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages:

Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 - 00704.00 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

00704.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.

DIVISION 0 – GENERAL CONDITIONS

- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If during the performance of the Work Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or shop drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied in the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

00704.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

00704.03 SHOP DRAWINGS

- A. "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents.

DIVISION 0 – GENERAL CONDITIONS

For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose shop drawings provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, shop drawings shall be stamped by an appropriate professional licensed by the State of Washington. Shop drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission.

Contractor shall review, approve, and submit shop drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the shop drawings. Contractor shall perform no portion of the Work requiring submittal and review of shop drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to shop drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed shop drawings. Submittals made by Contractor that are not required by the Contract Documents may be returned without action.

- C. Approval or other appropriate action with regard to shop drawings by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such shop drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If shop drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the shop drawings, at the time it submits the shop drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded on the Project Record.
- E. Unless otherwise provided in *DIVISION 1*, Contractor shall submit to A/E for approval one electronic or paper copy of all shop drawings and submittals, unless otherwise indicated.

00704.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections that conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

DIVISION 0 – GENERAL CONDITIONS

00704.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a nonexclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all shop drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing shop drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the shop drawings, and that such license is not in violation of any copyright or other intellectual property right.
- D. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in *SECTION 00705.22* from any violations of copyright or other intellectual property rights arising out of Owner's use of the shop drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- E. The shop drawings and other submittals prepared by Contractor, Subcontractors, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the shop drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - 00705.00 PERFORMANCE

00705.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

DIVISION 0 – GENERAL CONDITIONS

- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner, and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times, conduct business in a manner that assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed shop drawings, and permits and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the *Executive Conflict of Interest Act, RCW 42.18*, which, among other things, prohibits state employees from having an economic interest in any Public Works Contract that was made by, or supervised by, that employee. Contractor shall remove at its sole cost and expense any of its or its Subcontractors', employees if they are in violation of this Act.

00705.02 PERMITS, FEES, AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. The Contractor shall conform to all local, state, and national codes in all phases of this project. Where conflicts arise between the code requirements and Drawings or Specifications requirements, the code shall govern and prevail unless the Drawings or Specifications impose requirements or limitations that are more stringent than the code requirements, in which case the more stringent requirements or limitations shall govern and prevail...

00705.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

00705.04 PREVAILING WAGES

- A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with *RCW 39.12* and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the Work, as determined by the Industrial Statistician of L&I, is by reference made a part of the Contract Documents as though fully set forth herein.
1. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of L&I certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
 2. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of L&I. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by *RCW 39.12.060*.
 3. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.
 4. In compliance with *CHAPTER 296-127 WAC*, Contractor shall pay to L&I the currently established fee for each statement of intent and/or affidavit of wages paid submitted to L&I for certification.
 5. Per EHB 2805, public works contracts estimated to cost over \$1 million requires the Contractor and Subcontractor to submit information regarding any off-site, pre-fabricated, non-standard, project-specific items produced under each contract and produced outside Washington.
 6. Contractor and Subcontractor must have the following information on their Affidavit of Wages Paid form:
 - a. The estimated cost of the public works project;
 - b. The name of the awarding agency and the title of the public works project;

DIVISION 0 – GENERAL CONDITIONS

- c. The contract value of the off-site, pre-fabricated, non-standard, project specific items produced outside Washington; and
 - d. The name, address, and federal employer identification number of the contractor that produced the off-site, pre-fabricated, non-standard, project specific items.
- B. Projects identified as having federal financing, excluding FEMA shall comply with *Federal Davis Bacon Act* requirements.
1. All laborers, mechanics, and other workers employed by the Contractor or Subcontractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the U.S. Secretary of Labor (40 Stat 1494, Mar, 3, 1921, Chap, 411, 40 USC276A 276A S).
 2. When the project is subject to both state and federal wage rates, and when the rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The area in which the worker is physically employed shall determine which federal wage and fringe benefit rate shall be used to compare against the state wage and fringe benefit rate.
 3. Washington State's prevailing wage rate for this project can be found at the Department of Labor and Industries' (L&I) website: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>.
- C. Projects identified as having FEMA funding shall comply with Stafford Act Requirements. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities.
1. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of any contribution of Federal funds made by the Administrator under this subsection shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with sections 3141-3144, 3146, and 3147 of title 40, and every such employee shall receive compensation at a rate not less than one and 1/2 times the basic rate of pay of the employee for all hours worked in any workweek in excess of 8-hours in any workday or 40 hours in the workweek, as the case may be. The Administrator shall make no contribution of Federal funds without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this subsection, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (5 U.S.C. App.) and section 3145 of title 40.
 2. When the project is subject to both state and federal wage rates, and when the rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The area in which the worker is physically employed shall determine which federal wage and fringe benefit rate shall be used to compare against the state wage and fringe benefit rate.

00705.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of *RCW 49.28*, and they are incorporated herein by reference. Pursuant to that statute no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work shall be permitted or required to work more than 8 hours in any one calendar day, provided that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of 8 hours of each calendar day shall be not less than 1½ times the rate allowed for this same amount of time during 8 hours of service.
- B. Notwithstanding the preceding paragraph, *RCW 49.28* permits a Contractor or Subcontractor in any Public Works Contract subject to those provisions to enter into an agreement with its employees in which the employees work up to 10 hours in a calendar day. No such agreement may provide that the employees work 10 hour days for more than 4 calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of *RCW 49.28* shall not apply to the hours, up to 40 hours per week, worked pursuant to any such agreement.

00705.06 NONDISCRIMINATION

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, *Title VII of the Civil Rights Act of 1964*, the *Vietnam Era Veterans Readjustment Act of 1974*, *Sections 503 and 504 of the Vocational Rehabilitation Act of 1973*, the *Equal Employment Act of 1972*, the *Age Discrimination Act of 1967*, the *Americans with Disabilities Act of 1990*, the *Civil Rights Act of 1991*, *Presidential Executive order 11246*, *Presidential Executive Order 11375*, *Presidential Executive Order 13672*, the *Washington State Law Against Discrimination, RCW 49.60*, and *Gubernatorial Executive Order 85-09*. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During Performance of the Work:
 - 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in *RCW 49.60*.
 - 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
 - 3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and *RCW 49.60*.

DIVISION 0 – GENERAL CONDITIONS

4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Contractor shall include the provisions of this section in every Subcontract.

00705.07 SAFETY PRECAUTIONS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether onsite or stored offsite; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information: At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of *CHAPTER 296-62 WAC, General Occupational Health Standards*
 - b. Any operations in their work area where hazardous chemicals are present
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and Safety Data Sheets (SDS) required by *CHAPTER 296-62 WAC*.
 2. Training: At a minimum, Contractor shall provide training for persons working on the project site, which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.).
 - b. The physical and health hazards of the chemicals in the work area.

DIVISION 0 – GENERAL CONDITIONS

- c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used.
 - d. The details of the hazard communication program developed by Contractor or its Subcontractors, including an explanation of the labeling system and the SDS, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 - 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances that are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

00705.08 OPERATIONS, MATERIAL HANDLING, EASEMENTS AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas. The Owner has acquired ownership and/or easement of lands for the construction as indicated on the Drawings without cost to the Contractor. It is understood and agreed by the Contractor that if it should appear at any time that the Owner has not acquired title to all of the right-of-ways and lands necessary for the performance of the Work under the provisions of this Contract, and that if any delay in the performance of said Work occasioned by the failure of the Owner, its officers, or employees to acquire a title of any of said lands or right-of-way, such failure shall extend the Contract completion date the number of days equal to the period of such delay. The Contractor waives any and all claims for damages against the Owner, its officers, and employees which the Contractor may sustain by reason of delay in the Work.
- B. Temporary buildings (e.g. storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

00705.09 PRIOR NOTICE OF EXCAVATION

"Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities and utilities through locator services.

00705.10 UNFORSEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly before conditions are disturbed and in no event later than 7 days after the first observance of the conditions.
- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum or both, provided it makes a request thereof as provided in *SECTION 00707.00 - CHANGES*.

00705.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, STOCK, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation at or near the Project site, and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.
- C. Damage to facility production resulting in death or sickness of stock shall result in claims against the Contractor for loss of production or costs incurred by any extraordinary measures required to save production.

00705.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.

DIVISION 0 – GENERAL CONDITIONS

- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonable implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever state of completion, may be rejected by Owner.

00705.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents.
- B. It shall be the responsibility of the Contractor to furnish proof of equality in all respects to specified items when proposing alternate brands or items. Any significant deviations from Specifications, Drawings, or equality must be noted by the Contractor when submitting alternate materials for approval. The Owner shall be the sole judge of the equality and suitability of any products, materials, or components proposed by the Contractor as alternates to specified items. The Contractor shall, at their own expense, make any secondary changes required to incorporate an approved substitute or alternate into the project. No offers for substitution will be acknowledged from suppliers, distributors, manufacturers, or Subcontractors.
- C. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- D. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

00705.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.

DIVISION 0 – GENERAL CONDITIONS

- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to Final Completion, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

00705.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may, at any reasonable time, conduct such inspections and tests, as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents
 - 5. Impair Owner's right to reject defective or nonconforming items or to avail itself of any other remedy to which it may be entitled.
- C. In addition to any inspections required by local authorities or permitting agencies, the State will appoint its own inspector for the project. Construction inspectors employed by the State shall assist the Owner in making all necessary inspections and measurements and shall enforce a strict compliance with the terms of the Contract and the orders of the Owner. The Inspector will have the authority to reject materials or workmanship which do not fulfill the requirements of these Specifications. In case of dispute, the Contractor may appeal to the Owner whose decision shall be final. The acceptance of any material by the Inspector shall not hinder its subsequent rejection if found defective. Rejected materials and workmanship shall be replaced promptly or be remedied by the Contractor, without additional cost to the Owner.

DIVISION 0 – GENERAL CONDITIONS

- D. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- E. Contractor shall promptly furnish, without additional charge, all facilities, labor, material, and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

00705.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements of the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If any time prior to Final Completion Owner desires to examine the Work or any portion of it that has been covered, Owner may request to see such Work, and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefore as provided in *SECTION 00707.00 - CHANGES*. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within 1 year after the date of Substantial Completion of the Work, or designated portion thereof, or within 1 year after the date for commencement of any system warranties established under *SECTION 00706.08*, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of 1 year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for 1 year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

DIVISION 0 – GENERAL CONDITIONS

- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations that Contractor might have according to the Contract Documents. Establishment of the time period of 1 year, as described in *SECTION 00705.16D*, relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract sum may be reduced as appropriate and equitable.

00705.17 CLEANUP

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

00705.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

00705.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with Contract Documents to reasonably accommodate the other work.

00705.20 SUBCONTRACTORS AND SUPPLIERS

- A. Before submitting its first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

DIVISION 0 – GENERAL CONDITIONS

- B. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- C. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
 - 1. The assignment is effective only after termination by Owner for cause pursuant to *SECTION 00709.01* and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 - 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor that Contractor assumed in the Subcontract.
 - 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

00705.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice.
 - 2. Require all warranties to be executed, in writing, for the benefit of Owner.
 - 3. Enforce all warranties for the benefit of Owner, if directed by Owner.
 - 4. Be responsible to enforce any subcontractor's, manufacturers', or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

00705.22 INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. The sole negligence of Contractor or any of its Subcontractors
 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor
 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against Owner and any other entity indemnified in accordance with this section by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under *RCW Title 51, the Industrial Insurance Act*, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with *RCW Title 51*.

00705.23 REQUIRED PAYROLL DOCUMENTS

- A. The Contractor shall submit to the Owner the following for itself and for each subcontractor and each agent to a Subcontractor that performed work on the Contract:
1. *A Statement of Intent to Pay Prevailing Wages*. The Contracting Agency will make no payment under this Contract for the work performed until this statement has been completed and submitted.
 2. *An Affidavit of Wages Paid with the Final Contract Voucher Certification*. The Contracting Agency will not release to the Contractor any funds retained under *RCW 60.28.010* until all of the *Affidavit of Wages Paid* forms have been completed and submitted.
- B. In addition, the Prime Contractor shall submit a Request for Release to the Washington State Labor and Industries (L&I), (L&I provides the form).
- C. Certified payrolls are required to be submitted by the Contractor to the Owner for the Contractor and all Subcontractors or agents on all federally funded projects, and when requested in writing by the Owner, on projects funded with only Contracting Agency funds. If these payrolls are not supplied within 10 calendar days of the end of the proceeding weekly payroll period for federally funded projects, or within 10 calendar days from the date of the written request on projects with only Contracting Agency funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by state laws (*RCW 39.12.050*) and/or federal regulations (*29 CFR 5.12*). All certified payrolls shall be complete and explicit.

DIVISION 0 – GENERAL CONDITIONS

Employee work classification codes used on certified payrolls shall coincide exactly with the occupation codes listed on the minimum wage schedule, unless the Owner specifically approves an alternate method to identify the occupation coding used by the Contractor to compare with the codes listed. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown, along with the correct employee classification code.

00705.24 STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

In accordance with *RCW 39.04.320*, the State of Washington requires a mandatory 15 percent apprenticeship (labor hours) participation for projects estimated to cost \$1,000,000 or more. Apprentice participation under this contract may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (*RCW 49.04* and *WAC 296-04*).

- A. For each project that has apprentice requirements, the contractor shall submit a **“Statement of Apprentice/Journeyman Participation (See SECTION 00670)”** on forms provided by the Washington Department of Fish and Wildlife, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all Subcontractors by the Contractor. The submitted data includes the following:
1. Contractor name and address;
 2. Contract number;
 3. Project name;
 4. Contract value;
 5. Reporting period “Notice to Proceed” through “Invoicing Date”;
 6. Name and registration number of each apprentice;
 7. Total number of apprentices and labor hours worked by them, categorized by trade or craft;
 8. Total number of journeymen and labor hours worked by them, categorized by trade or craft;
 9. Cumulative combined total of apprentice and journeymen labor hours; and
 10. Total percentage of apprentice hours worked.
- B. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

DIVISION 0 – GENERAL CONDITIONS

- C. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor.

00705.25 FEDERALLY FUNDED CONTRACT CONDITIONS

A. Equal Employment Opportunity :

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, Vietnam era and disabled veteran's status, or other presence of any sensory, mental, or physical handicap. The Contractor will take affirmative action to ensure that applications are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, Vietnam era and disabled veteran's status or the presence of any sensory, mental, or physical handicap.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, Vietnam era and disabled veteran's status, or the presence of any sensory, mental, or physical handicap.
3. The Contractor will send to each labor union, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under *Section 202 of Executive Order No. 11246 of September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order No. 11246 of September 24, 1965*, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order No. 11246 of September 24, 1965*, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

DIVISION 0 – GENERAL CONDITIONS

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in *Executive Order No. 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the provisions of *Paragraphs "1" through "7"* in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order No. 11246 of September 24, 1965*, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including the sanctions for noncompliance, provided however that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. *Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 241)*:
1. *Section 601 (In General)*: No person in the United States shall, on the grounds of race, color, national origin, sex, religion, marital status, age, Vietnam era and disabled veteran status, or the presence of any sensory, mental, or physical handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 2. *Section 602 (Effecting Compliance)*: Each federal department and agency which is empowered to extend federal financial assistance to any program or activity by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of *Section 601* with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected by:
 - a.) The termination of or refusal to grant or to continue assistance under such programs or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made, and shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found, and;

DIVISION 0 – GENERAL CONDITIONS

- b.) By any other means authorized by law, provided, however, that no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until 30 days have elapsed after the filing of such report.
3. **Section 603 (Judicial Review):** Any department or agency action taken pursuant to Section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon finding or failure to comply with any requirement imposed pursuant to Section 602, any assistance upon a finding or failure to comply with any requirement imposed pursuant to Section 602, any person aggrieved (including any State or political subdivision thereof or any agency of either) may obtain judicial review of such action in accordance with Section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.
4. **Section 604 (Restriction on Action):** Nothing contained in this title shall be construed to authorized action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the federal financial assistance is to provide employment.
5. **Section 605 (Existing Authority Not Impaired):** Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which federal financial assistance is extended by way of a contract of insurance or guaranty.
- C. Contracts in excess of \$10,000 shall comply with *Executive Order No. 11246*, entitled *Equal Employment Opportunity*, as amended by *Executive Order No. 11375*, *Executive Order No., 13672* and as supplemented in *Department of Labor Regulations (41 CFR, Part 60)*.
- D. This Contract shall comply with the *Copeland Anti-Kick Back Act (18 U.S.C. 874)* as supplemented in *Department of Labor Regulations (29 CFR, Part 3)*. The Contractor shall not induce by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled.
- E. Contracts in excess of \$2,000 shall comply with the *Davis-Bacon Act (40 U.S.C. 276a to a-7)* and as supplemented by *Department of Labor Regulations (29 CFR, Part 5)*. Contractors shall pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor, and shall pay wages not less often than once a week.

DIVISION 0 – GENERAL CONDITIONS

- F. Contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with *Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)* as supplemented by *Department of Labor Regulations (29 CFR, Part 5)*. Each Contractor shall compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours, and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible, provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day of 40 hours in the workweek. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- G. Contracts in excess of \$100,000 require the recipient to agree to comply with applicable standards, orders, or regulations pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), amended.
- H. Contractor shall submit Certified Payrolls as described in *Section 00705.23*.

PART 6 - 00706.00 PAYMENTS AND COMPLETION

00706.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

00706.02 SCHEDULE OF VALUES

Prior to Notice to Proceed, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, operation and maintenance manuals, and any other requirements for Project closeout and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

00706.03 APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with *RCW 60.28.010*, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in *SECTION 00701.03* are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

DIVISION 0 – GENERAL CONDITIONS

- C. At the time the Contractor submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Construction Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted, and suitable for the materials to be stored.
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized if approved in writing by Owner.
 - 3. Only materials for the Project are stored within the warehouse (or secure portion of a warehouse set aside for the Project).
 - 4. Contractor furnishes Owner a Certificate of Insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored or in transit.
 - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access.
 - 6. Owner shall at all times have the right of access in company of Contractor.
 - 7. The Contractor and its surety assume total responsibility for the stored materials.
 - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

00706.04 PROGRESS PAYMENTS

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with *RCW 39.76* if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5 percent of the amount of each progress payment until 30 days after Final Acceptance and receipt of all documents required by law or the Contract Documents including, at Owner's request, consent of surety to release of the retainage. In accordance with *RCW 60.28*, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. For Base Bids of \$150,000 or less, Owner may at Contractor Request, retain 10% of the amount of each progress payment, in lieu of payment and performance bonds.

DIVISION 0 – GENERAL CONDITIONS

- D. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- E. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in *RCW 39.76*.

00706.05 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with the Contract Documents
 - 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum
 - 3. Work by Owner to correct defective Work or complete the Work in accordance with *SECTION 00705.16*
 - 4. Failure to perform in accordance with the Contract Documents
 - 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with *RCW 39.76*.

00706.06 RETAINAGE AND BOND CLAIM RIGHTS

RCW CHAPTERS 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

00706.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall have been completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion, which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

0706.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("prior occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, prior occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss or damage to the Work resulting from its prior occupancy. Contractor's 1 year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

00706.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor or any Subcontractor shall constitute a waiver and release to Owner of all claims by Contractor or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in *SECTION 00708.00*.

PART 7 - 00707.00 CHANGES

00707.01 CHANGES IN THE WORK

- A. Owner may at any time and without notice to Contractor's surety order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in *SECTION 00707.02* or *00707.03*, respectively, and such adjustment(s) shall be incorporated into a Change Order.

DIVISION 0 – GENERAL CONDITIONS

- B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in *SECTIONS 00707.02* and *00707.03*, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time, in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in *SECTION 00708.00*.

00707.02 CHANGE IN THE CONTRACT SUM

- A. General Application:
1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.
 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent that Contractor's changed cost of performance is due to the fault or negligence of Contractor or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of force majeure, as defined in *SECTION 00703.05*.

DIVISION 0 – GENERAL CONDITIONS

- a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event-giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event-giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
- b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors, if any; and, to the extent possible, the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
- c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement written notice provided in accordance with Subparagraph "a" (above) with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner.

When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with *SECTION 00707.03C*. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

DIVISION 0 – GENERAL CONDITIONS

3. The value of any work covered by a Change Order or of any request for an equitable adjustment in the Contract Sum shall be determined by one of the following methods:
 - a. On the basis of a fixed price as determined in *SECTION 00707.02B*.
 - b. By application of unit prices to the quantities of the items involved as determined *SECTION 00707.02C*.
 - c. On the basis of time and material as determined in *SECTION 00707.02D*.
 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in Subparagraph 3 (above) to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work or of a request for an equitable adjustment, on the basis of the fixed price method.
- B. Change Order Pricing - Fixed Price: When the fixed price method is used to determine the value of any Work covered by a Change Order or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
1. Contractor's Change Order Proposal or request for adjustment in the Contract Sum shall be accompanied by a complete itemization of the costs including labor, materials, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below and shall be submitted on breakdown sheets in a form approved by Owner.
 2. All costs shall be calculated based on appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
 3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
 4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.
 5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
 6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. Lump sum labor
 - b. Lump sum material

DIVISION 0 – GENERAL CONDITIONS

- c. Lump sum equipment usage
 - d. Overhead and profit as set forth below
 - e. Insurance and bond costs as set forth below
7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft Labor Costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - 1) Basic Wages and Benefits: Hourly rates and benefits as stated on the L&I approved Statement of Intent to Pay Prevailing Wages. Direct supervision shall be a reasonable percentage not to exceed 15 percent of the cost of direct labor. No supervision markup shall be allowed if a working supervisor's hours are included in the breakdown.
 - 2) Worker's Insurance: Direct contributions to the State of Washington for industrial insurance, medical aid, and supplemental pension by the class and rates established by L&I.
 - a. Federal Insurance: Direct contributions required by the *Federal Insurance Compensation Act*, *Federal Unemployment Tax Act*, and the *State Unemployment Compensation Act*.
 - 4) Safety: Costs incurred due to the *Washington Industrial Safety and Health Act*, which shall be a reasonable percentage not to exceed 2 percent of the sum of the amounts calculated in SUBPARAGRAPHS (1), (2), and (3) above.
 - 5) Travel Allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - b. Material Costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed from actual known costs, supplier quotations or standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.

DIVISION 0 – GENERAL CONDITIONS

- c. Equipment Costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work or for additional rental costs actually incurred by the Contractor. Equipment charges shall be developed from the current edition of one of the following sources:
- 1) *Associated General Contractors - Washington State Department of Transportation Equipment Rental Agreement; latest edition.*
 - 2) *The State of Washington Utilities and Transportation Commission* for trucks used on highways.
 - 3) *The National Electrical Contractors Association* for equipment used on electrical work.
 - 4) *The Mechanical Contractors Association of America* for equipment used on mechanical work.
 - 5) *Equipment Watch Rental Rate (Blue Book) for Construction Equipment* shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed 50 percent of the applicable rate.
- d. Allowance for Small Tools, Expendables, and Consumable Supplies: Small tools consist of tools that cost \$250 or less and are normally furnished by the performing Contractor. The maximum rate for small tools shall not exceed the following:
- 1) For Contractor, 3 percent of direct labor costs.
 - 2) For Subcontractors, 5 percent of direct labor costs.
- Expendables and consumable supplies directly associated with the change in Work must be itemized.
- e. Subcontractor Costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

DIVISION 0 – GENERAL CONDITIONS

- f. Allowance for Overhead and Profit: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any Change Order, or any request for additional Work or extra payment of any kind on the Project. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, Business and Occupation taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the following:
- 1) For Contractor, for any Work actually performed by Contractor's own forces, 22 percent of the first \$50,000 of the cost and 10 percent of the remaining cost, if any.
 - 2) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 22 percent of the first \$50,000 of the cost and 10 percent of the remaining cost, if any.
 - 3) For Contractor, for any Work performed by its Subcontractor(s), 8 percent of the first \$50,000 of the amount due each Subcontractor and 6 percent of the remaining amount, if any.
 - 4) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 8 percent of the first \$50,000 of the amount due the sub-Subcontractor and 6 percent of the remaining amount, if any.
 - 5) The cost to which overhead and profit is to be applied shall be determined in accordance with *SUBPARAGRAPHS a-e* above.
- g. Cost of Change in Insurance or Bond Premium: This is defined as:
- 1) Contractor's Liability Insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - 2) Public Works Bond(s): The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The costs of any change in insurance or bond premium shall be added after overhead and profit are calculated in accordance with *SUBPARAGRAPH "f"* above.

C. Change Order Pricing - Unit Prices:

1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope of work to be performed

DIVISION 0 – GENERAL CONDITIONS

- b. Type of reimbursement including pre-agreed rates for material quantities
 - c. Cost limit of reimbursement
2. Contractor shall:
- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working.
 - b. Leave access as appropriate for quantity measurement.
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with *SECTION 00707.02B* and satisfy the following requirements:
- a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit and bond and insurance costs.
 - b. Quantities must be supported by field measurement statements signed by Owner.
- D. Change Order Pricing - Time and Material Prices:
1. Whenever Owner authorizes Contractor to perform work on a time-and-material basis, Owner's authorization shall clearly state:
- a. Scope of work to be performed
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor
 - c. Cost limit of reimbursement
2. Contractor shall:
- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working.
 - b. Identify on daily timesheets all labor performed in accordance with this authorization. Submit copies of daily timesheets within 2 working days for Owner's review.
 - c. Leave access as appropriate for quantity measurement.
 - d. Perform all Work in accordance with this section as efficiently as possible.
 - e. Not exceed any cost limit(s) without Owner's prior written approval.

DIVISION 0 – GENERAL CONDITIONS

3. Contractor shall submit costs in accordance with *SECTION 00707.02B* and additional verification supported by:
 - a. Labor detailed on daily timesheets
 - b. Invoices for material

00707.03 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of force majeure or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor or anyone for whose acts Contractor is responsible.
 1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event-giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
 2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and, to the extent possible, the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with *SECTION 00707.03B.2* with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

DIVISION 0 – GENERAL CONDITIONS

4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order or based on a request for an equitable adjustment in the Contract Time shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Construction Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this section, *00707.03D*, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E.
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under *SECTION 00707.02*.
 3. Contractor shall follow the procedure set forth in *SECTION 00707.03B*.
 4. Contractor shall establish the extent of the change in Contract Time in accordance with *SECTION 00707.03C*.
 5. The daily cost of any change in Contract Time shall be limited to:
 - a. Cost of nonproductive field supervision or labor extended because of the delay
 - b. Cost of weekly meetings or similar indirect activities extended because of the delay
 - c. Cost of temporary facilities or equipment rental extended because of the delay
 - d. Cost of insurance extended because of the delay
 - e. General and administrative overhead in an amount to be agreed upon, but not to exceed 3 percent of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - 00708.00 CLAIMS AND DISPUTE RESOLUTION

00708.01 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in *SECTION 00707.01*, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in *SECTION 00707.02* or the Contract Time as provided in *SECTION 00707.03*, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with either *SECTION 00707.01E* or *SECTION 00707.04C*; or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim
 - 2. The date on which facts arose which gave rise to the Claim
 - 3. The name of each employee of Owner or A/E knowledgeable about the Claim
 - 4. The specific provisions of the Contract Documents that support the Claim
 - 5. The identification of any documents and the substance of any oral communications that support the Claim
 - 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Construction Schedule to demonstrate the reason for the extension in Contract Time.
 - 8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, *SECTION 00707.02*.
 - 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

DIVISION 0 – GENERAL CONDITIONS

- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of *SECTIONS 00707.00* and *00708.00*, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received or, with notice to Contractor, of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site or request additional information in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision, as set forth above, shall be final and conclusive as to all matters set forth in the Claim unless Contractor follows the procedure set forth in *SECTION 00708.02*.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

00708.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with *SECTION 00708.01D*, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 days after the date of Owner's decision on such Claim. Failure to demand arbitration within said 30 day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the *American Arbitration Association (AAA)*, with a copy provided to Owner. The parties shall negotiate or mediate under the *Voluntary Construction Mediation Rules* of the AAA or mutually acceptable service before seeking arbitration in accordance with the *Construction Industry Arbitration Rules of AAA* as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the *Northwest Region Expedited Commercial Arbitration Rules*; or
 2. Disputes over \$30,000 shall be conducted in accordance with the *Construction Industry Arbitration Rules of the AAA*, unless the parties agree to use the expedited rules.
- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

DIVISION 0 – GENERAL CONDITIONS

- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

00708.03 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner's audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports
 - 2. Collective bargaining agreements
 - 3. Insurance, welfare, and benefits records
 - 4. Payroll registers
 - 5. Earnings records
 - 6. Payroll tax forms
 - 7. Material invoices, requisitions, and delivery confirmations
 - 8. Material cost distribution worksheet
 - 9. Equipment records (list of company equipment, rates, etc.)
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts
 - 12. Subcontractors' and agents' payment certificates
 - 13. Canceled checks (payroll and vendors)
 - 14. Job cost report, including monthly totals
 - 15. Job payroll ledger

DIVISION 0 – GENERAL CONDITIONS

16. Planned resource loading schedules and summaries
 17. General ledger
 18. Cash disbursements journal
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work.
 20. Depreciation records on all company equipment, whether these records are maintained by the company involved, its accountant, or others.
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
 22. All non-privileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim.
 23. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, hours for the individuals, and rates for individuals.
 24. Worksheets, software, and all other documents used by Contractor to prepare its bid.
- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor and its Subcontractors shall provide adequate facilities acceptable to Owner for the audit during normal business hours. Contractor and all Subcontractors shall make a good-faith effort to cooperate with Owner's auditors.

PART 9 - 00709.00 TERMINATION OF THE WORK

00709.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work or any part of it for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time.
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of its insolvency.

DIVISION 0 – GENERAL CONDITIONS

3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents.
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment.
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor.
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of and to finish the Work
 2. Accept assignment of subcontracts pursuant to *SECTION 00705.21*.
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in *SECTION 00709.02B* and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in *SECTION 00709.01A* exist, then such termination shall be deemed a termination for convenience pursuant to *SECTION 00709.02*.

00709.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work or any part of it for the convenience of Owner.

DIVISION 0 – GENERAL CONDITIONS

- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination.
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated.
 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated.
 4. Assign to Owner all of the rights, title, and interest of Contractor in all orders and subcontracts.
 5. Take such action as may be necessary or as directed by Owner to preserve and protect the work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest.
 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination plus a reasonable allowance for overhead and profit on Work performed prior to termination and the reasonable administrative costs of the termination but shall not be entitled to any other costs or damages whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of *SECTION 00707.00*.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - 00710.00 MISCELLANEOUS PROVISIONS

00710.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in Thurston County unless otherwise specified by the Owner.

00710.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the State of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

00710.03 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the Drawings or are required to complete the installation.

00710.04 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

00710.05 CONTRACTOR REGISTRATION

Pursuant to *RCW 39.06*, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to *RCW 18.27*.

00710.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

0710.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor and its Subcontractors, and all records subject to audit in accordance with *SECTION 00708.03*, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

00710.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

00710.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges that result from antitrust violations commencing after the Contract Sum is established and that are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

00710.10 IDENTIFICATION OF SUBCONTRACTORS FOR PROJECTS GREATER THAN \$1,000,000

When an Owner's Estimate is in excess of \$1,000,000 for Public Works described in these documents, the bidder must as part of the bid, submit the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of the following:

- A. Heating, Ventilation, and Air Conditioning (HVAC);
- B. Plumbing, per RCW Chapter 18.106; and
- C. Electrical, per RCW Chapter 19.28 or to name itself for the work.

The Prime Contractor shall not list more than one subcontractor, or self, for each category of work identified.

Failure of the Prime Contractor to submit, as part of the bid names of such sub-contractors or itself to perform such work, or naming two (2) or more subcontractors to perform such work shall render the Contract bidder's bid as non-responsive and therefore void, in accordance with RCW 39.30.060.

END OF SECTION 00700

DIVISION 0 – SUPPLEMENTAL CONDITIONS

**SECTION 00800
TABLE OF CONTENTS**

00800 SUPPLEMENTAL CONDITIONS

In accordance with the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS* take precedence over *GENERAL CONDITIONS*.

00802.07	Builders Risk Insurance
00810.13	Abbreviations of Administrative Organizations

00802.07 BUILDERS RISK INSURANCE

This section supersedes Section 00702.07.
 Builders Risk Insurance is not required.

00810.13 ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS

This section supplements SECTION 00710.03 of the GENERAL CONDITIONS.

TABLE 00810.13	
ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS	
<i>AASHTO</i>	<i>American Associations of State Highway and Transportation Officials</i>
<i>ACI</i>	<i>American Concrete Institute</i>
<i>AFPA</i>	<i>American Forest & Paper Association</i>
<i>AIA</i>	<i>American Institute of Architects</i>
<i>AIEE</i>	<i>American Institute of Electrical Engineers</i>
<i>AISC</i>	<i>American Institute of Steel Construction</i>
<i>AISI</i>	<i>American Iron and Steel Institute</i>
<i>AITC</i>	<i>American Institute of Timber Construction</i>
<i>ANSI</i>	<i>American National Standards Institute</i>
<i>APA</i>	<i>American Plywood Association</i>
<i>APWA</i>	<i>American Public Works Association</i>
<i>AREA</i>	<i>American Railway Engineering Association</i>
<i>ASA</i>	<i>American Standards Association</i>
<i>ASCE</i>	<i>American Society of Civil Engineers</i>
<i>ASME</i>	<i>American Society of Mechanical Engineers</i>
<i>ASTM</i>	<i>American Society of Testing and Materials</i>
<i>AWPA</i>	<i>American Wood Preservers' Association</i>
<i>AWPI</i>	<i>American Wood Preservers' Institute</i>
<i>AWS</i>	<i>American Welding Society</i>
<i>AWWA</i>	<i>American Water Works Association</i>
<i>CSI</i>	<i>Construction Specifications Institute</i>
<i>NEC</i>	<i>National Electrical Code</i>
<i>IBC</i>	<i>International Building Code</i>
<i>NEMA</i>	<i>National Electrical Manufacturer's Association</i>
<i>NFPA</i>	<i>National Fire Protection Association</i>
<i>OSHA</i>	<i>Occupational Safety and Health Administration</i>
<i>RCW</i>	<i>Revised Code of Washington</i>
<i>SAE</i>	<i>Society of Automotive Engineers</i>
<i>SSPC</i>	<i>Steel Structures Painting Council</i>
<i>UL</i>	<i>Underwriter's Laboratories, Inc.</i>
<i>UMC</i>	<i>Uniform Mechanical Code</i>

DIVISION 0 – SUPPLEMENTAL CONDITIONS

<i>UPC</i>	<i>Uniform Plumbing Code</i>
<i>USCS</i>	<i>United States Commercial Standard</i>
<i>WAC</i>	<i>Washington Administrative Code</i>
<i>WISHA</i>	<i>Washington Industrial Safety and Health Administration</i>
<i>WSDOT</i>	<i>Washington State Department of Transportation</i>
<i>WWPA</i>	<i>Western Wood Products Association</i>

Reference herein to specifications issued by the above named or other organization shall mean the latest edition of said specifications, unless otherwise noted.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01000 GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

Work includes the complete demolition of all structures, septic systems, foundations, and underground piping at the property. Demolition will include asbestos and hazardous materials abatement, hauling all materials off site to an approved landfill and completing a final grade and grass seed of all disturbed soils.

Bid Item 1: Abatement and removal of asbestos as identified in the Hazardous Materials Report including all building permit requirements and disposal at an approved landfill.

Bid Item 2: Mobilization, procurement and installation of stormwater controls, full demolition and disposal of all structures and hard surfaces including the house, shop, garage, concrete foundations, water lines removed to the road right-of-way, gravel and asphalt driveway, removal of septic system and associated piping, including grading and seeding along with site clean-up and all other pertinent project requirements.

Bid Item 3: Removal and disposal of all furniture, above ground fuel tank, freezer, trailer, car bodies and readily visible man-made junk and debris located on the property.

Bid Item 4: All tires not connected to vehicles that may be found in buildings or on the property as encountered during blackberry removal and demolition activities. Payment will be per tire for the quantity shown on disposal receipt.

Bid Item 5: Removal of all general man-made debris located in blackberries or tall grass that was not readily visible at time of bidding. Payment will be by the ton as measured at the landfill.

Bid Item 6: Removal of approximate 30-foot by 100-foot blackberry patch including grubbing to topsoil and reseeded.

01011 OWNER FURNISHED ITEMS

Not Used.

01012 CONTRACT TIME

Substantial Completion shall be achieved by July 30, 2021.

Final Completion shall be achieved by August 10, 2021.

01025 UNIT PRICE BASE BID MEASUREMENT AND PAYMENT

Unit Prices quoted on the *Bid Proposal Form* shall be used where there is an increase or decrease in the amount of work as called for on the Drawings or in the Specifications as may be required by the State. The Unit Price shall cover the cost of all labor, materials, incidental costs, and Contractor profit, increased insurance and bond to provide each item, and shall remain constant for the length of the Contract. Basis for payment shall be made from lengths, areas, or volumes as detailed below. The term "in place" means installed and complete.

DIVISION 1 – GENERAL REQUIREMENTS

TABLE 01025 - A	
BID ITEMS	DESCRIPTION, MEASUREMENT, AND PAYMENT
4.	Removal of Tires Not Attached to Vehicles payment per tire
5.	Removal and standard landfill disposal of debris found in yard area including concrete blocks, scrap metal and other materials. Payment per ton of waste
6.	Removal of Blackberries by grubbing, reseeding payment per square yard of disturbed area

01030 SCHEDULE OF VALUES

- A. Prior to the preconstruction meeting, the Contractor shall submit on the provided form a detailed *Schedule of Values* to the Engineer for approval. The *Schedule* shall show in detail all items performed on this Project. For each major line item, list sub-values of material and installation. The sum of all values listed in the *Schedule* shall equal the total Base Bid.
- B. The Contractor shall include a line item identified as "Submittal of Signed Permits, Project Record, and Operation and Maintenance Manuals." This item shall be assigned a value of \$1,000. The amount will be withheld from the final payment until Project Engineer has received and approved the above-mentioned document(s).

01040 COORDINATION

- A. The Contractor shall, before preparing the construction schedule, consult with the Engineer to determine any particular scheduling or operational coordination conditions that will arise during the course of construction and coordinate work accordingly to minimize disruption to Engineer or to progress of the work.
- B. The Contractor shall coordinate all materials, supplies, subcontract work, and its own work to ensure conflict-free and uniform flow of construction activities to completion within time set forth in *SECTION 01012*.

01060 REGULATORY REQUIREMENTS

Washington Department of Fish and Wildlife has obtained the following listed permits:

National Environmental Policy Act (NEPA) Determination (PENDING)

- A. All other permits, including demolition, asbestos removal, and hauling permits, or fees required by local, state, or federal governmental agencies necessary for the accomplishment of this project shall be obtained and paid for by the Contractor, except that any utility company costs for new permanent service shall be paid directly to the utility company by the State.
- B. All costs associated with obtaining the permits, including labor, materials, and equipment shall be included in the Base Bid, except for permit fees.
- C. The Contractor shall pay all permit fees. The Contractor shall not include any permit fees in the Base Bid. The State shall reimburse the Contractor by Change Order for the actual fees charged by city, state, or county authorities with no Contractor markup. The Contractor shall provide to the State documentation regarding costs for fees paid.

DIVISION 1 – GENERAL REQUIREMENTS

- D. The Contractor shall notify city, county, and state authorities of any inspections and/or approvals required.

01100 SPECIAL PROJECT PROCEDURES

- A. Contractor is encouraged to recycle, donate, or reuse materials to minimize impacts to landfills. Contractor is responsible for "Call before you dig - 811." Power and water have been shut off. There is an Inadvertent Discovery Plan (IDP) for this project to protect any cultural and historic resources that may be uncovered during ground disturbing activities. Contractor to follow procedures in the IDP in case of discovery.
- B. Due to existing fire danger, the following conditions apply on the Wildlife Area, until Industrial Fire Precaution Levels (IFPL) warrant lifting of some or all of the conditions. If any conditions are lifted, it shall be done in writing by the Engineer. If any additional conditions are required it shall be done in writing by the Engineer.
1. No smoking in the Wildlife Area except in an enclosed vehicle, per WAC 232-13-07000A.
 2. No fires or campfires in the Wildlife Area, per WAC 232-1307000A.
 3. No open flame, welding, metal cutting, chainsaw operation, or any activity that may cause a spark or hot metal in the Wildlife Area, per WAC 232-13-05000A.
 4. No operation or parking of a motor vehicle (road vehicles and off-road vehicles) off developed roadways in the Wildlife Area. However, it is permissible to park in an area devoid of vegetation within 10 feet of a developed roadway. For purposes of this paragraph, a developed roadway is a roadway constructed for standard highway vehicles with an asphalt, gravel or dirt surface with no vegetation, 14 feet wide or more. Trails or tracks are not such roadways.
 5. A violation of these provisions is punishable under RCW 77.15.160(5)(b). A violation of these provisions may result in removal of offending personnel from the work, per General Conditions Section 00705.01 Contractor Control and Supervision.
 6. All vehicles shall be equipped with a fire extinguisher, 2 gallons of water, and a shovel. All worksites shall have a fire extinguisher and shovel present. The Contractor shall take all reasonable precautions to prevent fires.
 7. The Contractor shall have an employee remain at the worksite with sufficient firefighting capability, for at least one hour after work has ceased for the day, or if leaving for more than one hour, to ensure no fires have started.
 8. The Contractor shall contact the Wildlife Area Manager or Assistant Manager at the beginning of each week; Monday mornings, for any special instructions.

01200 PROJECT MEETINGS

Contractor shall attend a preconstruction meeting with the Engineer's representative prior to receiving the *Notice to Proceed*, to discuss the work and contracting procedures.

01300 CONTRACTOR SUBMITTALS

A. PRELIMINARY SUBMITTALS

Within 7 calendar days after the date of Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:

1. A preliminary schedule of Shop Drawings and Samples. The schedule of submittals shall be based on Contractor's priority, planned construction sequence and schedule, long lead items, and size of submittal package. Allow time for project resubmittals. The Owner is not responsible for any delay associated with project resubmittals. The schedule shall include at a minimum the submittal number, Specification section and description of the submittal contents.
2. A list of permits and licenses the Contractor shall obtain, indicating the agency required to grant the permit, e.g., building permits, equipment or clearance permits, etc. and the expected date of submittal for the permit and required date for receipt of the permit.

B. PRECONSTRUCTION CONFERENCE SUBMITTALS

At the preconstruction conference of SECTION 01010 - Summary of Work, the Contractor shall submit the following items to the Engineer for review:

1. A preliminary schedule of values
2. An Initial Schedule Submittal in accordance with DIVISION 0 – GENERAL CONDITIONS 00703.2.

C. SHOP DRAWINGS

1. Wherever called for in the Contract or where required by the Engineer, the Contractor shall furnish 1 hardcopy (to be retained by the Engineer) plus one complete electronic copy in Acrobat (pdf) format, of each Shop Drawing submittal unless otherwise indicated in the Contract. Shop Drawings may include, but not limited to detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
2. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the work is located, unless otherwise indicated.
3. Organization:
 - a. A single submittal transmittal form shall be used for each technical Specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary Specification references other sections for components.

DIVISION 1 – GENERAL REQUIREMENTS

Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable and should be submitted under the pump section. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.

- b. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to Specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
 - c. Terminology and equipment tag names and numbers used in submittals shall match those used in the Contract. Where a submittal includes multiple pieces covered under a section the submittal shall clearly indicate the tag name or number for each piece included on all pages related to that piece.
 - d. Disorganized submittals that do not meet the requirements of the Contract will be returned without review.
4. Format:
- a. Minimum sheet size shall be 8½ inches by 11 inches. Maximum sheet size shall be 11 inches by 17 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. The Engineer will not collate sheets or copies.
 - b. Where product data from a manufacturer is submitted, clearly mark which model is proposed, along with all complete pertinent options, data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports indicated. Sufficient level of detail shall be presented for assessment of compliance with the Contract. Indicating marks or methods shall be such that they are reproducible and remain legible when scanned or copied in black and white system. The Contractor shall clearly indicate what is to be provided, the Engineer will make no assumptions from unmarked options lists.
 - c. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal and shall include the primary Specification number. Original submittals shall be assigned a numeric submittal number followed by a numeric resubmittal number to distinguish between the original submittal (0) and each resubmittal (1, 2 etc.). In the name of the electronic file; number submittals sequentially using a set brief descriptor followed by the unique sequential submittal number, submittal content title and 6-digit primary specification section number.

DIVISION 1 – GENERAL REQUIREMENTS

Examples: "PCCH Rebuild Submittal 1.0-Schedule of Values-01300.pdf" "PCCH Rebuild Submittal 2.0-Construction Schedule-01300.pdf" Resubmittals Examples: "PCCH Rebuild Submittal 1.1-Schedule of Values- 01300.pdf" for the first resubmittal and "PCCH Rebuild Submittal 1.2-Schedule of Values-01300.pdf" for the second resubmittal and so on.

Resubmittals shall include only information directly related to the previous submittal. If portions of a submittal are changed and other portions remain the same upon resubmittal, the resubmittal shall include all changed and unchanged portions so that each resubmittal is a complete document.

5. Review Process

- a. Except as may otherwise be indicated, the Engineer will return each submittal to the Contractor with comments noted thereon, within 14 calendar days following receipt by the Engineer. It is considered reasonable that the Contractor will make a complete and acceptable submittal to the Engineer by the first resubmittal on an item. For example, for a submittal that requires 2 resubmittals before it is complete, the accumulated review period could be 42 calendar days.
- b. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of the submittal will not be required. If a component or section of the submittal is returned to the Contractor specifically marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of that component or section of the submittal will not be required.
- c. If a submittal is returned marked "Make Corrections Noted," Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required. If a component or section of the submittal is returned to the Contractor specifically marked "Make Corrections Noted," formal revision and resubmission of that component or section of the submittal will not be required.
- d. If a submittal, or portion of a submittal, is returned marked "AMEND-RESUBMIT," the Contractor shall revise it and shall resubmit the required number of copies. If any portion of a submittal is returned marked "AMEND-RESUBMIT," the status of the entire submittal shall be considered "AMEND-RESUBMIT," however, only the portions indicated need to be updated in the resubmittal.
- e. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the Specification, the submittal is so incomplete that it cannot be reviewed or is a substitution request that will not be reviewed because it is not submitted in accordance with the Contract. The Contractor shall prepare a new submittal and shall submit the required number of copies.

DIVISION 1 – GENERAL REQUIREMENTS

- f. Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall include a summary page at the front of the submittal listing responses to previous review comments and a list of items that have changed from the previous submittal/resubmittal. Changed items shall be flagged where they occur in the resubmittal.
- g. Fabrication of an item may commence only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor with the submittal marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the work and shall not be taken as changes to the Contract.
- h. Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Engineer. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract. In the case of Shop Drawings, each sheet shall be so dated and signed. Any approved deviations from the Contract shall be noted on the transmittal sheet.

The Engineer will only review submittals that have been so verified by the Contractor. Non-verified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

- i. Corrections or comments made on the Contractor's Shop Drawings during review do not relieve the Contractor from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract only. The Contractor is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating work with the trades, and satisfactory and safe performance of the work.

D. SAMPLES

1. The Contractor shall submit the number of samples indicated by the Specifications. If the number is not indicated, submit not less than 1 sample. Where the amount of each sample is not indicated, submit such amount as necessary for proper examination and testing by the methods indicated.
2. Samples shall be individually labeled or tagged, indicating the salient physical characteristics and manufacturer's name. Upon acceptance by the Engineer, one set of the samples will be stamped and dated by the Engineer and returned to the Contractor, one set of samples will be retained by the Engineer, and one set shall remain at the Work Site in the Engineer's field office until completion of the work.

DIVISION 1 – GENERAL REQUIREMENTS

3. Unless indicated otherwise, the Engineer will select colors and textures from the manufacturer's standard colors and standard materials, products, or equipment lines. If certain samples represent non-standard colors, materials, products, or equipment lines that will require an increase in Contract Times or Price, the Contractor shall clearly state so on the transmittal page of the submittal.
4. The Contractor shall schedule sample submittals such that:
 - a. Sample submittals for color and texture selection are complete so the Engineer has 14 calendar days to assemble color panels and select color and texture dependent products and materials without delay to the construction schedule.
 - b. After the Engineer selects colors and textures, the Contractor has sufficient time to provide the products or materials without delay to the construction schedule. The Contract Times will not be extended for the Contractor's failure to allow enough review and approval or selection time, failure to submit complete samples requiring color or texture selection, or failure to submit complete or approvable samples.

E. RECORD DRAWINGS

1. The Contractor shall maintain one set of Drawings at the Project Site for the preparation and weekly update of record drawings.
 - a. To reflect the current as-built condition, including all items required for Blackline and Blueline Drawings defined herein.
2. The Record Drawings shall mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings.
3. Record drawings shall be supplemented by any detailed sketches as necessary or as Contractor is directed, to fully indicate the work as actually constructed. These record drawings are the Contractors representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date during the progress of the work.
 - a. Blackline Drawings: The Contract drawings shall be used as the basis for the record drawings.
 - 1) All new drawings issued during construction or bidding that are incorporated into the Contract via RFIs, Deviations, Design Changes, or other means shall be included in the drawings as the basis for the record drawings (Blackline Drawings).

DIVISION 1 – GENERAL REQUIREMENTS

- 2) All drawings issued during construction or bidding that are incorporated into the Contract via RFIs, Deviations, Design Changes, or other means to replace previous versions of the same drawing shall be included in the drawings as the basis for the record drawings (Blackline Drawings).
- b. Blueline Drawings: The Contractor shall incorporate all RFIs, Deviations, Design Changes, and other changes and clarifications to the Contract Documents into the Blackline Drawings in the color blue Blueline Drawings. All blue marks shall identify the relevant RFIs, Deviations, Design Changes, etc. Identification alone or partial incorporation of RFIs, Deviations, Design Changes, etc. shall not be considered as meeting the requirements of the Contract. RFIs, Deviations, Design Changes, etc. must be fully incorporated and identified.
- c. The Contractor shall document the as-built condition of the project by marking changes to the Blueline Drawings in the color red. This drawing set shall be the final Record Drawings.
- d. Where red marks are not shown on the Record Drawings it is understood that the Blueline Drawings match the as-built condition.

F. QUALITY CONTROL ("QC") SUBMITTALS

1. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Engineer that the Contractor has satisfied certain requirements of the Contract.
2. Unless otherwise indicated, QC submittals shall be submitted: Before delivery and unloading, for the following types of submittals:
 - a. Manufacturers' installation instructions
 - b. Manufacturers' and Installers' experience qualifications
 - c. Ready mix concrete delivery tickets
 - d. Design calculations
 - e. Affidavits and manufacturers' certification of compliance with indicated product requirements
 - f. Laboratory analysis results
 - g. Factory test reports
 - h. Inspection results and reports of Contractor's testing firm for special inspections.
3. Unless otherwise indicated, QC submittals shall be submitted within 30 Business Days of the event documented for the following types of submittals:

DIVISION 1 – GENERAL REQUIREMENTS

- a. Manufacturer's field representative certification of proper installation
 - b. Field measurement
 - c. Field test reports
 - d. Receipt of permit
 - e. Receipt of regulatory approval
4. The Engineer will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures and Engineer time limits above for Shop Drawings and samples will not apply.

01510 TEMPORARY UTILITIES

- A. Contractor shall supply and maintain all necessary and temporary electrical services as required for construction of this project. These services shall include temporary lighting receptacles for extension cords and outlets for power tools. Contractor shall pay for all power.
- B. The Contractor shall provide adequate temporary toilet facilities, where directed, when work is started for all those connected with the work. The Contractor shall keep the toilet facilities in a sanitary condition and remove the toilet facilities at the end of the project and disinfect the premises.
- C. Drinking water is not available at the site. Provide single-service containers or a sanitary drinking device from a proven safe source for all those connected with the work.
- D. Water for construction purposes is not available at the site.

01730 OPERATION AND MAINTENENACE MANUALS

Not Used.

END OF SECTION 01000

ATTACHMENT 1

Asbestos Survey and Lead Paint Report

ASBESTOS SURVEY
AND
LEAD PAINT REPORT

For the house, detached garage with adjoining shop, and shed located at:

149 CHINOOK VALLEY ROAD
CHINOOK, WASHINGTON

Prepared for:
Washington Department of Fish and Wildlife

CERTIFIED ENVIRONMENTAL CONSULTING, LLC
615 SE CHKALOV DRIVE SUITE 12
VANCOUVER, WASHINGTON 98683-5280

Prepared by:
Don Young
Kyler Spears
Eric S. Vken

EXECUTIVE SUMMARY

Dear Ms. Brown:

Enclosed are the results of the asbestos survey and lead paint report conducted by C.E.C., LLC, for the house, detached garage with adjoining shop, and shed at, 149 Chinook Valley Road, in Chinook, Washington for demolition purposes. This survey was coordinated with you and conducted on March 5, 2021 by Kyler Spears, Don Young, and Eric S. Viken, AHERA certified inspectors.

All samples were taken in a random manner as required by EPA AHERA rules and analyzed using polarized light microscopy with dispersion staining according to EPA and OR-OSHA Methodology. The samples were analyzed by EMSL Analytical, Inc., of San Leandro, California NVLAP Lab Code: 101048-3.

Asbestos was identified in the white ceiling texture, gray CAB siding, and gray CAB panels (See sample data sheet attached). The white mud (used on gypsum wallboard) contains a trace amount (less than one percent) chrysotile asbestos. As it is a trace amount, it is not required to be treated as asbestos containing.

Please note: the quantities and/or amounts listed within (Summary Data, Assessment of Materials sections) are estimates only and are not to be relied upon for estimating the removal costs. All quantities and/or amounts should be field verified by the responsible parties for the true amounts and removal costs.

The following survey is divided into the following sections:

- ◇ Summary sheet - details the type and construction of the building with approximate amounts of asbestos in the building.
- ◇ Sample result sheet - contains sample numbers and results, description of materials and homogeneous areas of material.
- ◇ Assessment of materials - contains an assessment of asbestos materials.
- ◇ Response actions recommended - contains the response actions we recommend.
- ◇ Laboratory analysis sheet - contains the results of our laboratory analysis.
- ◇ Inspector's certifications.
- ◇ Lab certifications.
- ◇ Lead report
- ◇ Inspector's certifications.
- ◇ Lab certifications.
- ◇ Chain of custody form (Survey Report Form).
- ◇ Asbestos lab report and chain of custody.
- ◇ Lead lab report and chain of custody.

C.E.C. has investigated accessible and inaccessible areas of this facility in locating suspect ACM using destructive sampling. The current extent and condition of the ACM was detected through on-site observation and physical determination.

NOTE: This asbestos survey report is available to Washington Department of Fish and Wildlife, and not to be reproduced in total or part without written consent of Washington Department of Fish and Wildlife.

We appreciate the opportunity to have worked with you. If you have any questions or if we can be of any further service, please contact our office.

Sincerely,


Don Young
Principal

SUMMARY SHEET

Owner or Representative: Laura Brown

Address: House, Detached Garage with Adjoining Shop, and Shed at, 149 Chinook Valley Road

City: Chinook **State:** Washington

Owner's Representative: Washington Department of Fish and Wildlife
Ms. Laura Brown
5525 South 11th Street
Ridgefield, Washington 98642

Owner/Rep. Telephone Number: (360) 280-2014

Surveyed by: Kyler Spears-Accreditation Number: 179961
Don Young-Accreditation Number: 178448
Eric S. Viken-Accreditation Number: 180292

CONSTRUCTION DATA:

Year Built: Approx: 1940's

Size: Approx. 2,000 SQ FT

Construction Type: Wood, Concrete

Number of Floors: 1

Current/Past Use: Residential/Residential

Roof Construction: Asphalt Shingle, Asphalt Roofing Material

Heating System: Woodstove

Attic Insulation: Fiberglass

Pipe Insulation: Non-insulated

SUMMARY DATA

**HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149
CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

PRODUCT	FUNCTIONAL SPACE	AMOUNT	FRIABLE	CONDITION	SAMPLE #	RESULTS
WHITE CEILING TEXTURE	LIVING ROOM, HALLWAY, FRONT BEDROOM ON RIGHT	APPROX. 500 SQ FT	YES	GOOD	11, 12A, 13	2% CHRYSOTILE
GRAY CAB SIDING	LOWER PART OF EXTERIOR SIDING	APPROX. 1,000 SQ FT	NO	GOOD	28	25% CHRYSOTILE
GRAY CAB PANELS	BEHIND FIREPLACE GARAGE	APPROX. 60 SQ FT	NO	GOOD	30	10% CHRYSOTILE

Please note: the quantities and/or amounts listed within (Summary Data, Assessment of Materials sections) are estimates only and are not to be relied upon for estimating the removal costs. All quantities and/or amounts should be field verified by the responsible parties for the true amounts and removal costs.

Certified Environmental Consulting, LLC, warrants that the findings contained herein have been prepared in general accordance with accepted professional practices as applied by similar professionals in the community at the time of this report preparation. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report. The field and laboratory results reported herein are considered sufficient in detail and scope to determine presence of asbestos containing materials in or around the area(s) requested at the time of the inspection. Test results are valid only for the materials tested.

There is a distinct possibility that conditions may exist that could not be identified within the scope of the inspection or that were not apparent during the site visit. This inspection covered only those areas that were exposed or physically accessible to the inspector. The inspection is limited to the information available from the client at the time of the inspection was conducted.

SAMPLE RESULTS**HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149
CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

SAMPLE #	SAMPLE DESCRIPTION	SAMPLE LOCATION	HOMOGENEOUS AREA	ASBESTOS CONTENT
1	BLACK/GREEN INSULATION	ON ELECTRICAL GARAGE		NONE DETECTED
2A	BROWN COUNTERTOP MATERIAL	KITCHEN		NONE DETECTED
2B	BROWN COUNTERTOP MATERIAL MASTIC	KITCHEN		NONE DETECTED
3	BLACK TAR PAPER	UNDER EXTERIOR SIDING	THROUGHOUT	NONE DETECTED
4A	WHITE GYPSUM WALLBOARD	LIVING ROOM	THROUGHOUT	NONE DETECTED
4B	TAN MUD	LIVING ROOM	THROUGHOUT	TRACE <1% CHRYSOTILE
4C	WHITE TAPE	LIVING ROOM	THROUGHOUT	NONE DETECTED
4D	BEIGE TEXTURE	LIVING ROOM	THROUGHOUT	NONE DETECTED
5A	WHITE GYPSUM WALLBOARD	KITCHEN	THROUGHOUT	NONE DETECTED
5B	WHITE MUD	KITCHEN	THROUGHOUT	TRACE <1% CHRYSOTILE
5C	BROWN TAPE	KITCHEN	THROUGHOUT	NONE DETECTED
5D	BEIGE TEXTURE	KITCHEN	THROUGHOUT	NONE DETECTED
6A	WHITE GYPSUM WALLBOARD	HALLWAY	THROUGHOUT	NONE DETECTED

SAMPLE RESULTS**HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149
CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

SAMPLE #	SAMPLE DESCRIPTION	SAMPLE LOCATION	HOMOGENEOUS AREA	ASBESTOS CONTENT
6B	TAN MUD	HALLWAY	THROUGHOUT	TRACE <1% CHRYSOTILE
6C	BROWN TAPE	HALLWAY	THROUGHOUT	NONE DETECTED
6D	BEIGE WALL TEXTURE	HALLWAY	THROUGHOUT	NONE DETECTED
7	WHITE WALL TEXTURE	KITCHEN	THROUGHOUT	NONE DETECTED
8	WHITE WALL TEXTURE	LIVING ROOM	THROUGHOUT	NONE DETECTED
9	WHITE WALL TEXTURE	HALLWAY	THROUGHOUT	NONE DETECTED
10	GREEN COVE BASE MASTIC	KITCHEN	BATHROOM, LAUNDRY ROOM	NONE DETECTED
11	WHITE CEILING TEXTURE	LIVING ROOM	HALLWAY, FRONT BEDROOM ON RIGHT	2% CHRYSOTILE
12A	WHITE CEILING TEXTURE	HALLWAY	LIVING ROOM, FRONT BEDROOM ON RIGHT	2% CHRYSOTILE
12B	WHITE GYPSUM WALLBOARD	HALLWAY	THROUGHOUT	NONE DETECTED
13	WHITE CEILING TEXTURE	FRONT BEDROOM ON RIGHT	LIVING ROOM, HALLWAY	2% CHRYSOTILE
14	TAN CEILING TILE	FRONT BEDROOM ON RIGHT		NONE DETECTED
15A	WHITE CEILING TEXTURE	BACK RIGHT BEDROOM	KITCHEN, BATHROOM, LAUNDRY ROOM	NONE DETECTED

SAMPLE RESULTS**HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149
CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

SAMPLE #	SAMPLE DESCRIPTION	SAMPLE LOCATION	HOMOGENEOUS AREA	ASBESTOS CONTENT
15B	WHITE GYPSUM WALLBOARD	BACK RIGHT BEDROOM	THROUGHOUT	NONE DETECTED
16	WHITE CEILING TEXTURE	KITCHEN	BACK RIGHT BEDROOM, BATHROOM, LAUNDRY ROOM	NONE DETECTED
17A	WHITE CEILING TEXTURE	LAUNDRY ROOM	BACK RIGHT BEDROOM, KITCHEN, BATHROOM	NONE DETECTED
17B	WHITE GYPSUM WALLBOARD	LAUNDRY ROOM	THROUGHOUT	NONE DETECTED
18	GRAY SHEET VINYL	LIVING ROOM	BATHROOM	NONE DETECTED
19A	BROWN GYPSUM WALLBOARD	KITCHEN CEILING		NONE DETECTED
19B	WHITE TEXTURE	KITCHEN CEILING		NONE DETECTED
20A	BROWN GYPSUM WALLBOARD	KITCHEN CEILING		NONE DETECTED
20B	WHITE TEXTURE	KITCHEN CEILING		NONE DETECTED
21A	BROWN GYPSUM WALLBOARD	KITCHEN CEILING		NONE DETECTED
21B	WHITE TEXTURE	KITCHEN CEILING		NONE DETECTED
22	BLACK TAR PAPER	UNDER PERGO FLOORING BACK RIGHT BEDROOM		NONE DETECTED
23	TAN SHEET VINYL	LAUNDRY ROOM CLOSET		NONE DETECTED

SAMPLE RESULTS**HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149
CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

SAMPLE #	SAMPLE DESCRIPTION	SAMPLE LOCATION	HOMOGENEOUS AREA	ASBESTOS CONTENT
24	PINK LEVELING COMPOUND	UNDER PERGO FLOORING HALLWAY		NONE DETECTED
25A	RED BRICK	LIVING ROOM		NONE DETECTED
25B	GRAY MORTAR	LIVING ROOM		NONE DETECTED
26	YELLOW INSULATION	ATTIC	SELECTIVE THROUGHOUT	NONE DETECTED
27	BLACK INSULATION	ABOVE KITCHEN ATTIC	THROUGHOUT	NONE DETECTED
28	GRAY CAB SIDING	LOWER PART OF EXTERIOR SIDING	LOWER PART OF EXTERIOR SIDING	25% CHRYSOTILE
29A	GRAY CERAMIC TILE	LIVING ROOM FIREPLACE		NONE DETECTED
29B	GRAY/WHITE GROUT	LIVING ROOM FIREPLACE		NONE DETECTED
30	GRAY CAB PANELS	BEHIND FIREPLACE GARAGE		10% CHRYSOTILE
31	WHITE GYPSUM WALLBOARD	GARAGE BEHIND CAB PANELS		NONE DETECTED
32	WHITE GYPSUM WALLBOARD	GARAGE BEHIND CAB PANELS		NONE DETECTED
33	WHITE GYPSUM WALLBOARD	GARAGE BEHIND CAB PANELS		NONE DETECTED
34	GREEN ASPHALT SHING	TOP LAYER GARAGE ROOF	GARAGE ROOF	NONE DETECTED

SAMPLE RESULTS**HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149
CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

SAMPLE #	SAMPLE DESCRIPTION	SAMPLE LOCATION	HOMOGENEOUS AREA	ASBESTOS CONTENT
35	GREEN ASPHALT SHINGLE	SECOND LAYER GARAGE ROOF	GARAGE ROOF	NONE DETECTED
36	BLACK ASPHALT SHINGLE	THIRD LAYER GARAGE ROOF	GARAGE ROOF	NONE DETECTED
37	BLACK ASPHALT SHINGLE	FOURTH LAYER GARAGE ROOF	GARAGE ROOF	NONE DETECTED
38	BLACK TAR PAPER	BOTTOM LAYER GARAGE ROOF	GARAGE ROOF	NONE DETECTED
39A	BLACK ASPHALT ROOFING MATERIAL	TOP LAYER BACK SIDE OF GARAGE/ADJOINING SHOP	BACK SIDE OF GARAGE/ADJOINING SHOP	NONE DETECTED
39B	BLACK ASPHALT ROOFING MATERIAL	SECOND LAYER BACK SIDE OF GARAGE/ADJOINING SHOP	BACK SIDE OF GARAGE/ADJOINING SHOP	NONE DETECTED
39C	BLACK ASPHALT ROOFING MATERIAL	BOTTOM LAYER BACK SIDE OF GARAGE/ADJOINING SHOP	BACK SIDE OF GARAGE/ADJOINING SHOP	NONE DETECTED
40	BLACK TAR PAPER	UNDER EXTERIOR SIDING SHED ADJACENT GARAGE		NONE DETECTED
41	GREEN ASPHALT SHINGLE	TOP LAYER HOUSE ROOF	ENTIRE HOUSE ROOF	NONE DETECTED
42	GREEN ASPHALT SHINGLE	SECOND LAYER HOUSE ROOF	ENTIRE HOUSE ROOF	NONE DETECTED
43	GREEN ASPHALT SHINGLE	THIRD LAYER HOUSE ROOF	ENTIRE HOUSE ROOF	NONE DETECTED
44	GREEN ASPHALT SHINGLE	FOURTH LAYER HOUSE ROOF	ENTIRE HOUSE ROOF	NONE DETECTED
45	BLACK TAR PAPER	BOTTOM LAYER HOUSE ROOF	ENTIRE HOUSE ROOF	NONE DETECTED

ASSESSMENT OF MATERIALS

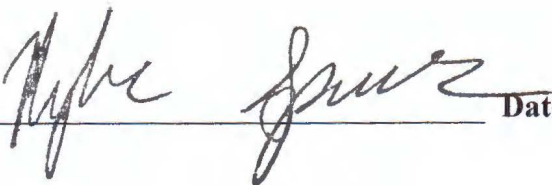
**Building: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT,
149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

Sample #'s	Functional Space	Asbestos Type	%	Material And Condition	Comments	Sq. Ft. And/Or Linear Footage
11, 12A, 13	LIVING ROOM, HALLWAY, FRONT BEDROOM ON RIGHT	CHRYBOTILE	2%	WHITE CEILING TEXTURE (GOOD)	SEE RESPONSE ACTIONS	APPROX. 500 SQ FT
28	LOWER PART OF EXTERIOR SIDING	CHRYBOTILE	25%	GRAY CAB SIDING (GOOD)	SEE RESPONSE ACTIONS	APPROX. 1,000 SQ FT
30	BEHIND FIREPLACE GARAGE	CHRYBOTILE	10%	GRAY CAB PANELS (GOOD)	SEE RESPONSE ACTION	APPROX. 60 SQ FT

Please note: the quantities and/or amounts listed within (Summary Data, Assessment of Materials sections) are estimates only and are not to be relied upon for estimating the removal costs. All quantities and/or amounts should be field verified by the responsible parties for the true amounts and removal costs.

Inspector: Kyler Spears- Accreditation Number: 179961

Signature:



Date: March 23, 2021

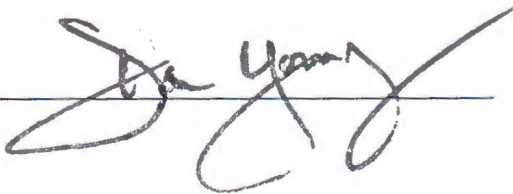
RESPONSE ACTIONS RECOMMENDED

**Building: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT,
149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON**

MATERIAL	LOCATION	RECOMMENDED RESPONSE ACTIONS
CEILING TEXTURE (WHITE)	LIVING ROOM, HALLWAY, FRONT BEDROOM ON RIGHT	Ceiling texture is a friable material, which is currently in good condition and poses no health risk in its current state. Do not sand on, drill through, remove, or otherwise disturb material. Must be removed prior to renovation or demolition.
CAB SIDING (GRAY)	LOWER PART OF EXTERIOR SIDING	CAB (concrete asbestos board) siding is a non-friable material, which is currently in good condition and poses no significant health hazards. This asbestos containing material should be disposed of properly. Do not sand on, drill through, or otherwise damage material. Must be removed prior to renovation or demolition.
CAB PANELS (GRAY)	BEHIND FIREPLACE GARAGE	CAB (concrete asbestos board) panels are a non-friable material, which is currently in good condition and poses no significant health hazards. This asbestos containing material should be disposed of properly. Do not sand on, drill through, or otherwise damage material. Must be removed prior to renovation or demolition.

Management Planner: Don Young - Accreditation Number: 178450

Signature:



Date: March 23, 2021

SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

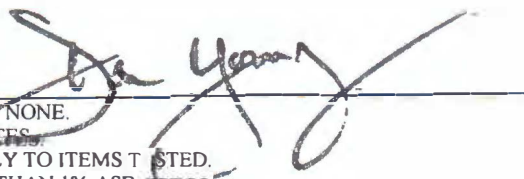
DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
1	BLACK/GREEN INSULATION	ON ELECTRICAL GARAGE	--	80% MATRIX, 20% NON-FIBROUS (OTHER)	NONE DETECTED
2A	BROWN COUNTERTOP MATERIAL	KITCHEN	50% CELLULOSE	35% MATRIX, 15% NON-FIBROUS (OTHER)	NONE DETECTED
2B	BROWN COUNTERTOP MATERIAL MASTIC	KITCHEN	--	80% MATRIX, 20% NON-FIBROUS (OTHER)	NONE DETECTED
3	BLACK TAR PAPER	UNDER EXTERIOR SIDING	60% CELLULOSE	30% MATRIX, 10% NON-FIBROUS (OTHER)	NONE DETECTED
4A	WHITE GYPSUM WALLBOARD	LIVING ROOM	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
4B	TAN MUD	LIVING ROOM	--	80% CALCIUM CARBONATE, 20% NON-FIBROUS (OTHER)	TRACE <1% CHRYSOTILE
4C	WHITE TAPE	LIVING ROOM	90% CELLULOSE	10% NON-FIBROUS (OTHER)	NONE DETECTED
4D	BEIGE TEXTURE	LIVING ROOM	--	90% CALCIUM CARBONATE, 10% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY:

DEVIATION FROM METHOD NONE.
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.



SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

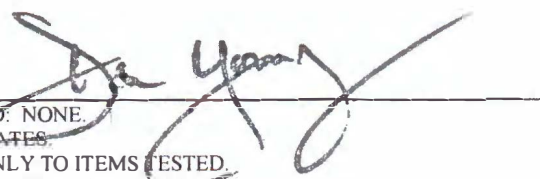
DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
5A	WHITE GYPSUM WALLBOARD	KITCHEN	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
5B	WHITE MUD	KITCHEN	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	TRACE <1% CHRYSOTILE
5C	BROWN TAPE	KITCHEN	90% CELLULOSE	10% NON-FIBROUS (OTHER)	NONE DETECTED
5D	BEIGE TEXTURE	KITCHEN	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED
6A	WHITE GYPSUM WALLBOARD	HALLWAY	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
6B	TAN MUD	HALLWAY	--	80% CALCIUM CARBONATE, 20% NON-FIBROUS (OTHER)	TRACE <1% CHRYSOTILE
6C	BROWN TAPE	HALLWAY	90% CELLULOSE	10% NON-FIBROUS (OTHER)	NONE DETECTED
6D	BEIGE WALL TEXTURE	HALLWAY	--	90% CALCIUM CARBONATE, 10% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY:

DEVIATION FROM METHOD: NONE
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.



SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

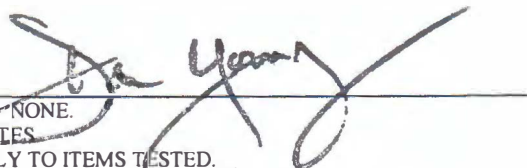
DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
7	WHITE WALL TEXTURE	KITCHEN	--	90% CALCIUM CARBONATE, 10% NON-FIBROUS (OTHER)	NONE DETECTED
8	WHITE WA TEXTURE	LIVING ROOM	--	90% CALCIUM CARBONATE, 10% NON-FIBROUS (OTHER)	NONE DETECTED
9	WHITE WALL TEXTURE	HALLWAY	--	90% CALCIUM CARBONATE, 10% NON-FIBROUS (OTHER)	NONE DETECTED
10	GREEN COVE BASE MASTIC	KITCHEN	--	20% CALCIUM CARBONATE, 70% MATRIX, 10% NON-FIBROUS (OTHER)	NONE DETECTED
11	WHITE CEILING TEXTURE	LIVING ROOM	--	85% CALCIUM CARBONATE, 13% NON-FIBROUS (OTHER)	2% CHRYSOTILE
12A	WHITE CEILING TEXTURE	HALLWAY	--	85% CALCIUM CARBONATE, 13% NON-FIBROUS (OTHER)	2% CHRYSOTILE
12B	WHITE GYPSUM WALLBOARD	HALLWAY	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
13	WHITE CEILING TEXTURE	FRONT BEDROOM ON RIGHT	--	85% CALCIUM CARBONATE, 13% NON-FIBROUS (OTHER)	2% CHRYSOTILE

REVIEWED BY:

DEVIATION FROM METHOD: NONE.
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.



SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

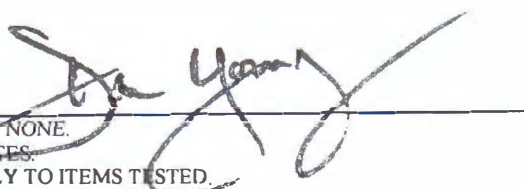
DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
14	TAN CEILING TILE	FRONT BEDROOM ON RIGHT	95% CELLULOSE	5% NON-FIBROUS (OTHER)	NONE DETECTED
15A	WHITE CEILING TEXTURE	BACK RIGHT BEDROOM	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED
15B	WHITE GYPSUM WALLBOARD	BACK RIGHT BEDROOM	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
16	WHITE CEILING TEXTURE	KITCHEN	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED
17A	WHITE CEILING TEXTURE	LAUNDRY ROOM	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED
17B	WHITE GYPSUM WALLBOARD	LAUNDRY ROOM	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
18	GRAY SHEET VINYL	LIVING ROOM	10% GLASS	15% CALCIUM CARBONATE, 60% MATRIX, 15% NON-FIBROUS (OTHER)	NONE DETECTED
19A	BROWN GYPSUM WALLBOARD	KITCHEN CEILING	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
19B	WHITE TEXTURE	KITCHEN CEILING	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY:

DEVIATION FROM METHOD: NONE.
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.



SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

DATE SAMPLED: 03-05-21

DATE RECEIVED: 03-05-21

DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
20A	BROWN GYPSUM WALLBOARD	KITCHEN CEILING	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
20B	WHITE TEXTURE	KITCHEN CEILING	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED
21A	BROWN GYPSUM WALLBOARD	KITCHEN CEILING	--	80% GYPSUM, 20% NON-FIBROUS (OTHER)	NONE DETECTED
21B	WHITE TEXTURE	KITCHEN CEILING	--	85% CALCIUM CARBONATE, 15% NON-FIBROUS (OTHER)	NONE DETECTED
22	BLACK TAR PAPER	UNDER PERGO FLOORING BACK RIGHT BEDROOM	60% CELLULOSE	30% MATRIX, 10% NON-FIBROUS (OTHER)	NONE DETECTED
23	TAN SHEET VINYL	LAUNDRY ROOM CLOSET	30% CELLULOSE	10% CALCIUM CARBONATE, 40% MATRIX, 20% NON-FIBROUS (OTHER)	NONE DETECTED
24	PINK LEVELING COMPOUND	UNDER PERGO FLOORING HALLWAY	--	20% CALCIUM CARBONATE, 40% MATRIX, 40% NON-FIBROUS (OTHER)	NONE DETECTED
25A	RED BRICK	LIVING ROOM	--	30% QUARTZ, 70% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY: 

DEVIATION FROM METHOD: NONE.
PERCENTAGES ARE ESTIMATED.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.

SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
25B	GRAY MORTAR	LIVING ROOM	--	40% QUARTZ, 40% CALCIUM CARBONATE, 20% NON-FIBROUS (OTHER)	NONE DETECTED
26	YELLOW INSULATION	ATTIC	95% GLASS	5% NON-FIBROUS (OTHER)	NONE DETECTED
27	BLACK INSULATION	ABOVE KITCHEN ATTIC	95% GLASS	5% NON-FIBROUS (OTHER)	NONE DETECTED
28	GRAY CAB SIDING	LOWER PART OF EXTERIOR SIDING	--	50% CALCIUM CARBONATE, 25% NON-FIBROUS (OTHER)	25% CHRYSOTILE
29A	GRAY CERAMIC TILE	LIVING ROOM FIREPLACE	5% CELLULOSE	95% NON-FIBROUS (OTHER)	NONE DETECTED
29B	GRAY/WHITE GROUT	LIVING ROOM FIREPLACE	--	40% QUARTZ, 40% CALCIUM CARBONATE, 20% NON-FIBROUS (OTHER)	NONE DETECTED
30	GRAY CAB PANELS	BEHIND FIREPLACE GARAGE	--	60% CALCIUM CARBONATE, 30% NON-FIBROUS (OTHER)	10% CHRYSOTILE
31	WHITE GYPSUM WALLBOARD	GARAGE BEHIND CAB PANELS	5% CELLULOSE	80% GYPSUM, 15% NON-FIBROUS (OTHER)	NONE DETECTED
32	WHITE GYPSUM WALLBOARD	GARAGE BEHIND CAB PANELS	4% CELLULOSE	80% GYPSUM, 16% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY:

DEVIATION FROM METHOD: NONE
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.

SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

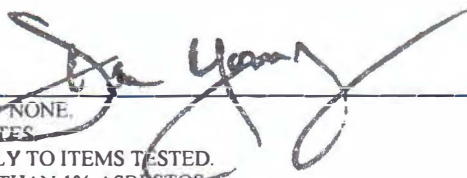
MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
33	WHITE GYPSUM WALLBOARD	GARAGE BEHIND CAB PANELS	4% CELLULOSE	80% GYPSUM, 16% NON-FIBROUS (OTHER)	NONE DETECTED
34	GREEN ASPHALT SHINGLE	TOP LAYER GARAGE ROOF	10% GLASS	20% CALCIUM CARBONATE, 40% MATRIX, 30% NON-FIBROUS (OTHER)	NONE DETECTED
35	GREEN ASPHALT SHINGLE	SECOND LAYER GARAGE ROOF	12% GLASS	20% CALCIUM CARBONATE, 50% MATRIX, 18% NON-FIBROUS (OTHER)	NONE DETECTED
36	BLACK ASPHALT SHINGLE	THIRD LAYER GARAGE ROOF	15% GLASS	20% CALCIUM CARBONATE, 40% MATRIX, 25% NON-FIBROUS (OTHER)	NONE DETECTED
37	BLACK ASPHALT SHINGLE	FOURTH LAYER GARAGE ROOF	15% GLASS	20% CALCIUM CARBONATE, 40% MATRIX, 25% NON-FIBROUS (OTHER)	NONE DETECTED
38	BLACK TAR PAPER	BOTTOM LAYER GARAGE ROOF	60% CELLULOSE	25% MATRIX, 15% NON-FIBROUS (OTHER)	NONE DETECTED
39A	BLACK ASPHALT ROOFING MATERIAL	TOP LAYER BACK SIDE OF GARAGE/ ADJOINING SHOP ROOF	--	90% CALCIUM CARBONATE, 10% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY: 
 DEVIATION FROM METHOD: NONE.
 PERCENTAGES ARE ESTIMATES.
 TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
 * DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
 NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.

SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
39B	BLACK ASPHALT ROOFING MATERIAL	SECOND LAYER BACK SIDE OF GARAGE/ ADJOINING SHOP ROOF	--	5% CALCIUM CARBONATE, 80% MATRIX, 15% NON-FIBROUS (OTHER)	NONE DETECTED
39C	BLACK TAR PAPER	BOTTOM LAYER BACK SIDE OF GARAGE/ ADJOINING SHOP ROOF	25% GLASS	15% CALCIUM CARBONATE, 40% MATRIX, 20% NON-FIBROUS (OTHER)	NONE DETECTED
40	BLACK TAR PAPER	UNDER EXTERIOR SIDING SHED ADJACENT GARAGE	70% CELLULOSE	20% MATRIX, 10% NON-FIBROUS (OTHER)	NONE DETECTED
41	GREEN ASPHALT SHINGLE	TOP LAYER HOUSE ROOF	15% GLASS	20% CALCIUM CARBONATE, 40% MATRIX, 25% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY: 

DEVIATION FROM METHOD: NONE.
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.

SAMPLE ANALYSIS REPORT

CLIENT: WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SOURCE: HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SAMPLED BY: KYLER SPEARS/ ERIC S. VIKEN
LAB/JOB #: GG-425/21-78
ANALYZED BY: EMSL ANALYTICAL, INC.

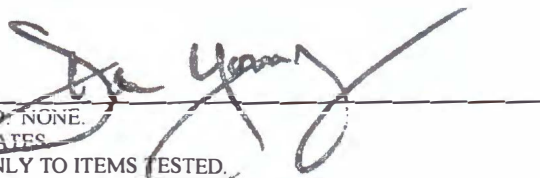
DATE SAMPLED: 03-05-21
DATE RECEIVED: 03-05-21
DATE COMPLETED: 03-15-21

ANALYTICAL METHOD: EPA 600/R-93/116, 40 CFR Part 763, Subpart E, Appendix E, Section 1, PLM/Dispersion Staining

SAMPLE ID #	SAMPLE DESCRIPTION	SAMPLE LOCATION	% FIBROUS	% NON-FIBROUS	ASBESTOS CONTENT
42	GREEN ASPHALT SHINGLE	SECOND LAYER HOUSE ROOF	15% GLASS	20% CALCIUM CARBONATE, 40% MATRIX, 25% NON-FIBROUS (OTHER)	NONE DETECTED
43	GREEN ASPHALT SHINGLE	THIRD LAYER HOUSE ROOF	15% GLASS	25% CALCIUM CARBONATE, 40% MATRIX, 20% NON-FIBROUS (OTHER)	NONE DETECTED
44	GREEN ASPHALT SHINGLE	FOURTH LAYER HOUSE ROOF	15% GLASS	25% CALCIUM CARBONATE, 40% MATRIX, 20% NON-FIBROUS (OTHER)	NONE DETECTED
45	BLACK TAR PAPER	BOTTOM LAYER HOUSE ROOF	70% CELLULOSE	20% MATRIX, 10% NON-FIBROUS (OTHER)	NONE DETECTED

REVIEWED BY:

DEVIATION FROM METHOD: NONE.
PERCENTAGES ARE ESTIMATES.
TEST RESULTS PERTAIN ONLY TO ITEMS TESTED.
* DETECTION LIMIT IS LESS THAN 1% ASBESTOS.
NON-ASBESTOS MATERIALS ARE NOT NECESSARILY LISTED.



Certificate of Completion

This is to certify that
Kyler Spears
has satisfactorily completed
4 hours of refresher training as an
AHERA Building Inspector

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

EPA Provider # 1085

179961
Certificate Number



Jan 8, 2021

Expires in 1 year.

Date(s) of Training

Exam Score: N/A
(if applicable)

A handwritten signature in black ink, appearing to read "Ed Edinger".

Instructor: Ed Edinger

ARGUS PACIFIC, INC / 21905 64th AVE W, SUITE 100 / MOUNTLAKETERRACE, WASHINGTON 98043 / 206.285.3373 / ARGUSPACIFIC.COM

Certificate of Completion

This is to certify that
Don E. Young
has satisfactorily completed
4 hours of online refresher training as an
AHERA Building Inspector

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

EPA Provider # 1085

178448
Certificate Number



Jul 8, 2020
Date(s) of Training

Expires in 1 year.

Exam Score: N/A
(if applicable)


Instructor: Andre Zwanenburg

ARGUS PACIFIC, INC. / 21905 64th AVE W, SUITE 100 / MOUNTLAKE TERRACE, WASHINGTON 98043 / 206.285.3373 / ARGUSPACIFIC.COM

Certificate of Completion

This is to certify that
Don E. Young
has satisfactorily completed
4 hours of online refresher training as an
AHERA Management Planner

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

EPA Provider # 1085

178450
Certificate Number



Jul 8, 2020
Date(s) of Training

Expires in 1 year.

Exam Score: N/A
(if applicable)


Instructor: Andre Zwanenburg

ARGUS PACIFIC, INC. / 21905 64th AVE W, SUITE 100 / MOUNTLAKE TERRACE, WASHINGTON 98043 / 206.285.3373 / ARGUSPACIFIC.COM

Certificate of Completion

This is to certify that
Eric S. Viken
has satisfactorily completed
4 hours of online refresher training as an
AHERA Building Inspector

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

EPA Provider # 1085

180292
Certificate Number



Feb 1, 2021
Date(s) of Training

Expires in 1 year.

Exam Score: N/A
(If applicable)

A handwritten signature in black ink, appearing to read "AL. ROBINSON", written over a horizontal line.

Instructor: Alison Robinson

ARGUS PACIFIC, INC / 21905 64th AVE W, SUITE 100 / MOUNTLAKE TERRACE, WASHINGTON 98043 / 206.285.3373 / ARGUSPACIFIC.COM

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101048-3

EMSL Analytical, Inc.
San Leandro, CA

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

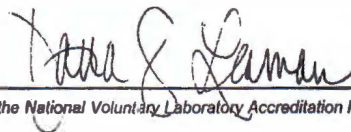
Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2020-07-01 through 2021-06-30

Effective Dates




For the National Voluntary Laboratory Accreditation Program

National Voluntary
Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
464 McCormick St.
San Leandro, CA 94577
Mr. Michael DeCavallas
Phone: 510-895-3675
Email: mdecavallas@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101048-3

Bulk Asbestos Analysis

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

Airborne Asbestos Analysis

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

For the National Voluntary Laboratory Accreditation Program

Effective 2020-07-01 through 2021-06-30

Page 1 of 1

CERTIFIED ENVIRONMENTAL CONSULTING, LLC

March 23, 2021

Washington Department of Fish and Wildlife
Ms. Laura Brown
5525 South 11th Street
Ridgefield, Washington 98642

Dear Ms. Brown:

On March 5, 2021, six lead paint samples were collected from the house exterior siding, house exterior trim, house interior wall, garage exterior siding, garage exterior trim, and garage interior trim. The samples were collected at the house, detached garage with adjoining shop, and shed at, 149 Chinook Valley Road, in Chinook, Washington. The samples were collected by Don Young, a State of Washington Department of Commerce Lead Paint Program Certified Lead Risk Assessor (Certification #6219) and analyzed by EMSL Analytical, Inc., in San Leandro, California (NLLAP Certificate #2845.09).

The samples were analyzed by flame Atomic Absorption spectrophotometry with sample results of a low of <80 ppm (parts per million) to a high of 19,000 ppm (parts per million). The current regulatory guidelines issued by HUD and EPA specify that paint containing more than 5000 ppm be considered lead paint.

OSHA's standard makes it absolutely clear that paint containing any lead falls into OSHA's guideline, 29 CFR 1926.62 "Lead For The Construction Industry" and Washington Code WAC 296-155-176, where an employee may become occupationally exposed to lead. All construction work excluded in the general industry standard for lead is now covered by this standard. It includes the demolition or salvage of structures where lead or materials of lead are present.

If lead is present in your workplace in any quantity, the employer and/or owners' representative is required to make an initial determination of whether any employee's exposure to lead exceeds the action level of 30 micrograms per cubic meter of air averaged over an 8-hour day. Employee exposure is that exposure which would occur if the employee were not using a respirator.

There are requirements for employee protection during the assessment for each specific task(s). For these tasks, employees must be protected as if exposed above the PEL (permissible exposure limit, greater than 50 micrograms per cubic meter of air, averaged over an eight-hour period).

When applicable, disposal requirements call for a Toxic Characteristic Leaching Procedure (TCLP) test to be done to profile the debris, as per 40 CFR 148, before any disposal can occur to determine if it is a hazardous waste as defined by the EPA.

We appreciate the opportunity to have worked with you on this project and look forward to serving you needs in the future. Please contact our offices, if you have any questions or if we can be of further assistance.

Sincerely,


Don Young
Principal

LEAD PAINT ANALYSIS REPORT

CLIENT:

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

MS. LAURA BROWN
5525 SOUTH 11TH STREET
RIDGEFIELD, WASHINGTON 98642

SOURCE:

HOUSE, DETACHED GARAGE WITH ADJOINING SHOP, AND SHED AT, 149 CHINOOK VALLEY ROAD, CHINOOK, WASHINGTON

SAMPLED BY:

DON YOUNG

LAB #:

GG-425

ANALYZED BY:

EMSL ANALYTICAL, INC.
(CERTIFICATE #2845.09)

DATE SAMPLED: 03-05-21

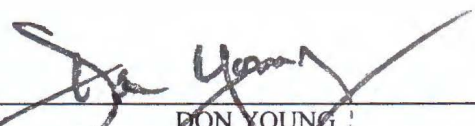
DATE RECEIVED: 03-05-21

DATE (COMP): 03-12-21

LEAD IN PAINT CHIPS BY FLAME ATOMIC ABSORPTION (SW 846 305B/7000B)*

SAMPLE	SAMPLE DESCRIPTION	SAMPLE LOCATION	WEIGHT	LEAD CONCENTRATION PPM
1	YELLOW PAINT	HOUSE EXTERIOR SIDING	0.1935 g	6,800
2	WHITE PAINT	HOUSE EXTERIOR TRIM	0.1763 g	120
3	WHITE PAINT	HOUSE INTERIOR WALL	0.2724 g	<80
4	TAN PAINT	GARAGE EXTERIOR SIDING	0.2135 g	19,000
5	WHITE PAINT	GARAGE EXTERIOR TRIM	0.0588 g	1,000
6	WHITE PAINT	GARAGE INTERIOR TRIM	0.2319 g	1,900

REVIEWED BY:


DON YOUNG

* Analysis following lead in paint by EMSL SOP/Procedure of Environmental lead by FLAA. Reporting limit is 0.010% wt. based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit.

The current regulatory guidelines issued by HUD and EPA specify that paint containing more than 5000 ppm be considered lead paint.

STATE OF WASHINGTON

Department of Commerce
Lead-Based Paint Abatement Program

Donald E Young

*Has fulfilled the certification requirements of
WAC 365-230
and has been certified to conduct lead-based
paint activities as a
Risk Assessor*

<u>Certification #</u>	<u>Issuance Date</u>	<u>Expiration Date</u>
6219	05/09/2019	07/11/2022

CERTIFIED ENVIRONMENTAL CONSULTING, LLC

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

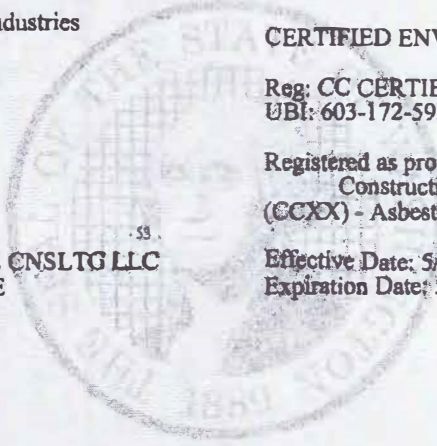
CERTIFIED ENVIRNMTL CNSLTG LLC

Reg: CC CERTIEC881K2
UBI: 603-172-593

Registered as provided by Law as:
Construction Contractor
(CCXX) - Asbestos and Lead

CERTIFIED ENVIRNMTL CNSLTG LLC
615 SE CHKALOV DRIVE
SUITE 12
VANCOUVER WA 98683

Effective Date: 5/22/2012
Expiration Date: 5/22/2022





SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL ANALYTICAL, INC.
464 McCornick St.
San Leandro, CA 94577
Julian Neagu Phone: (510) 895-3675

ENVIRONMENTAL

Valid To: January 31, 2022

Certificate Number: 2845.09

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory to perform recognized EPA methods using the following testing technologies and in the analyte categories identified below, for the test methods applicable to the National Environmental Lead Laboratory Accreditation Program (NLLAP):

<u>ENVIRONMENTAL LEAD</u>	
Test	Test Method(s)
Total Lead (Pb) in Paint Chips	EPA 7000B - (FLAA), EMSL Analytical, Inc. LMBL - SOP 200 3050 Modified Hotblock Digestion
Total Lead (Pb) in Dust Wipes	EPA 7000B - (FLAA), EMSL Analytical, Inc. LMBL - SOP 200 3050, Modified Hotblock Digestion
Total Lead (Pb) in Soil	EPA 7000B - (FLAA), EMSL Analytical, Inc. LMBL - SOP 200 3050 Modified Hotblock Digestion
<u>AIR MATRIX*</u>	
Test	Test Method(s)
Total Lead (Pb) in Air	Air Cassettes, NIOSH 7082 - EMSL Analytical LMBL - SOP 200

*Not under NLLAP program

(A2LA Cert. No. 2845.09) 01/13/2020

Page 1 of 1

5202 Presidents Court, Suite 220 | Frederick, MD 21703-8515 | Phone: 301 644 3248 | Fax: 240 454 9449 | www.A2LA.org



Accredited Laboratory

A2LA has accredited

EMSL ANALYTICAL, INC.

San Leandro, CA

for technical competence in the field of

Environmental Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 *General requirements for the competence of testing and calibration laboratories*. This laboratory also meets the requirements of A2LA R206 – *Specific Requirements – Environmental Lead Testing Laboratory Accreditation Program*. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated April 2017).



Presented this 13th day of January 2020.

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

Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 2845.09
Valid to January 31, 2022

For the tests which this accreditation applies, please refer to the laboratory's Environmental Scope of Accreditation.

**CERTIFIED ENVIRONMENTAL CONSULTING, LLC.
SURVEY REPORT**

DATE: 3-5-21 SAMPLED BY: KS/IEV COST/QUOTE \$ _____ LAB# 66-425
 PO#/JOB # 21 78

CLIENT: Washington Department of Fish and Wildlife CONTACT: Laura Brown

BILLING ADDRESS: _____ CITY/STATE: _____ ZIP: _____

House, Detached Garage, Adjoining Shop, shed

PHONE: _____ CELL: _____ EMAIL/FAX: _____

PROJECT ADDRESS: 149 Chinook Valley RD Chinook WA

YEAR BUILT: 1940 TOTAL SF: 2000 CONSTRUCTION TYPE wood, concrete

HOW MANY FLOORS: 1 BASEMENT PRESENT: no

ROOFING TYPE: AS, ALUM BUILDING USE PREVIOUS/CURRENT: RESI

HEATING SYSTEM: woodstove INSULATION: ATTIC: F.C. PIPES: vent.

SAMPLE #	DESCRIPTION OF MATERIAL	SAMPLE LOCATION	HOMOGENEOUS AREA	SQ FOOTAGE
1	Insulation Blauk foam	on electrical in garage		
2A 2B	Brown Counter top Material Brown	Kitchen		60
3	TP Black	under ext side	T/O	1/0
4A 4B 4C 4D	white GWP tan mud white Beige texture	LVR	T/O	1/0
5A 5B 5C 5D	white GWP white mud brown tape Beige texture	Kitchen	T/O	
6A 6B 6C 6D	white GWP tan mud brown mud tape Beige texture	hall	T/O	
7	wall txt white	Kitchen	T/O	1/0
8	wall txt white	LVR	T/O	
9	wall txt white	hall	T/O	

❖ CERTIFIED ENVIRONMENTAL CONSULTING, LLC. ❖

615 SE CHKALOV DRIVE SUITE 12, VANCOUVER, WASHINGTON 98683-5280
(503) 221-7904 PHONE (360) 254-9385 AND FAX-(360) 891-9633

SURVEY SAMPLE FORM

LAB# 66-425

SAMPLE #	DESCRIPTION OF MATERIAL	SAMPLE LOCATION	HOMOGENEOUS AREA	SQ FOOTAGE
10	CBM Ceem	Kitchen	Bathroom Laundry	100
11	Ceiling txt white	LVR		500
12 A B	white Ceiling txt GWB white	hall		
13	Ceiling txt white	Front Bedroom on Right		
14	Ceiling like Tan	Front Bed room on Right		100
15 A B	Ceiling txt white GWB white	Back Right Bedroom		400
16	Ceiling txt white	Kitchen	Bathroom	
17 A B	Ceiling txt white white GWB	Laundry Room		
18	Shu-comp	LVR	PR	200
19 A B	Brown G/GWB white text	Kitchen ceiling		200
20 A B	Dark Brown white texture	Kitchen Ceiling		
21 A 21 B	Dark Brown white texture	Kitchen Ceiling		
22	TP Blank	under pers Back Right Bedroom		100
23	Shu-Tan	Laundry Room closet		30
24	Laundry comp	under pers in hall		100

❖ CERTIFIED ENVIRONMENTAL CONSULTING, LLC. ❖

615 SE CHKALOV DRIVE SUITE 12, VANCOUVER, WASHINGTON 98683-5280
(503) 221-7904 PHONE (360) 254-9385 AND FAX-(360) 891-9633

SURVEY SAMPLE FORM

LAB # 66425

SAMPLE #	DESCRIPTION OF MATERIAL	SAMPLE LOCATION	HOMOGENEOUS AREA	SQ FOOTAGE
25	A Red Brick B Gray mortar	LVL		700
26	Insulation yellow	Attic	S/G	100
27	Insulation black	above 16. inch Attic	T/G	
28	CAB Cury	Lower part of outside		1000
29	A Gray Ceramic tile B Gray/white grout	Fire place LVL		60
30	CAB Panels Cury	Behind fire place Garage		60
31	Ceiling White	Garage Behind CAB Panels		
32	Ceiling White	Garage Behind CAB Panels		
33	Ceiling	Garage Behind CAB Panels		
34	AS Green	Garage Roof TOP Layer		1000
35	AS Green	2nd Layer Garage Roof		
36	AS Blank	3rd Layer Garage Roof		
37	AS Blank	4th Layer Garage Roof		
38	TD Blank	Bottom Layer Garage Roof		
39	A Blank Area B Blank Area C Blank Area	Back Side of Garage Shop		500

❖ CERTIFIED ENVIRONMENTAL CONSULTING, LLC. ❖

615 SE CHKALOV DRIVE SUITE 12, VANCOUVER, WASHINGTON 98683-5280
(503) 221-7904 PHONE (360) 254-9385 AND FAX-(360) 891-9633

SURVEY SAMPLE FORM

LAB # 66-425

SAMPLE #	DESCRIPTION OF MATERIAL	SAMPLE LOCATION	HOMOGENEOUS AREA	SQ FOOTAGE
40	TP Black	under 1st. side shed	105 Garage	
41	AS Green	hous roof top layer	Entire House Roof	
42	AS Green	2nd layer HOUSE ROOF	Entire House Roof	
43	AS Green	3rd layer HOUSE ROOF	Entire House Roof	
44	AS Green	4th layer HOUSE ROOF	Entire House Roof	
45	TP Black	Bottom layer House ROOF	Entire House Roof	



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order: 092103466

Customer ID: CECI50

Customer PO: GG-425

Project ID:

Attention: Annie Hamilton

Certified Environmental Consulting, Inc

615 S.E. Chkalov Drive Suite 12

Vancouver, WA 98683-5280

Phone: (503) 221-7904

Fax:

Received Date: 03/11/2021 8:45 AM

Analysis Date: 03/12/2021

Collected Date: 03/05/2021

Project: GG-425 - WASHINGTON DEPT FW

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1 092103466-0001	ON ELECTRICAL GARAGE - BLACK/BROWN INSULATION	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
2-Countertop 092103466-0002	KITCHEN - BROWN COUNTERTOP MATERIAL & MASTIC	Brown/Gray Fibrous Homogeneous	50% Cellulose	35% Matrix 15% Non-fibrous (Other)	None Detected
2-Mastic 092103466-0002A	KITCHEN - BROWN COUNTERTOP MATERIAL & MASTIC	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
3 092103466-0003	UNDER EXTERIOR SIDING - BLACK TAR PAPER	Black Fibrous Homogeneous	60% Cellulose	30% Matrix 10% Non-fibrous (Other)	None Detected
4-Wallboard 092103466-0004	LIVING ROOM - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
4-Mud 092103466-0004A	LIVING ROOM - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	Tan Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	<1% Chrysotile
4-Tape 092103466-0004B	LIVING ROOM - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
4-Texture 092103466-0004C	LIVING ROOM - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	Beige Non-Fibrous Homogeneous		90% Ca Carbonate 10% Non-fibrous (Other)	None Detected
5-Wallboard 092103466-0005	KITCHEN - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
5-Mud 092103466-0005A	KITCHEN - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	White Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	<1% Chrysotile
5-Tape 092103466-0005B	KITCHEN - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
5-Texture 092103466-0005C	KITCHEN - WHITE GYPSUM WALLBOARD WITH TAPE AND MUD	Beige Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
6-Wallboard 092103466-0006	KITCHEN - WHITE WALL TEXTURE	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected

Initial report from: 03/12/2021 17:19:21

5



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order: 092103466
Customer ID: CECI50
Customer PO: GG-425
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-Mud 092103466-0006A	KITCHEN - WHITE WALL TEXTURE	Tan Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	<1% Chrysotile
6-Tape 092103466-0006B	KITCHEN - WHITE WALL TEXTURE	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
6-Texture 092103466-0006C	KITCHEN - WHITE WALL TEXTURE	Beige Non-Fibrous Homogeneous		90% Ca Carbonate 10% Non-fibrous (Other)	None Detected
7 092103466-0007	KITCHEN - WHITE WALL TEXTURE	Beige Non-Fibrous Homogeneous		90% Ca Carbonate 10% Non-fibrous (Other)	None Detected
8 092103466-0008	LIVING ROOM - WHITE WALL TEXTURE	Beige Non-Fibrous Homogeneous		90% Ca Carbonate 10% Non-fibrous (Other)	None Detected
9 092103466-0009	HALLWAY - WHITE WALL TEXTURE	Beige Non-Fibrous Homogeneous		90% Ca Carbonate 10% Non-fibrous (Other)	None Detected
10 092103466-0010	KITCHEN - GREEN COVE BASE MASTIC	White Non-Fibrous Homogeneous		20% Ca Carbonate 70% Matrix 10% Non-fibrous (Other)	None Detected
11 092103466-0011	LIVING ROOM - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		85% Ca Carbonate 13% Non-fibrous (Other)	2% Chrysotile
12-Texture 092103466-0012	HALLWAY - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		85% Ca Carbonate 13% Non-fibrous (Other)	2% Chrysotile
12-Wallboard 092103466-0012A	HALLWAY - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
13 092103466-0013	FRONT BEDROOM ON RIGHT - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		85% Ca Carbonate 13% Non-fibrous (Other)	2% Chrysotile
14 092103466-0014	FRONT BEDROOM ON RIGHT - TAN CEILING TEXTURE	Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
15-Texture 092103466-0015	BACK RIGHT BEDROOM - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
15-Wallboard 092103466-0015A	BACK RIGHT BEDROOM - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
16 092103466-0016	KITCHEN - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
17-Texture 092103466-0017	LAUNDRY ROOM - WHITE CEILING TEXTURE	White/Beige Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
17-Wallboard 092103466-0017A	LAUNDRY ROOM - WHITE CEILING TEXTURE	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
18 092103466-0018	LIVING ROOM - GRAY SHEET VINYL	Gray/White Fibrous Homogeneous	10% Glass	15% Ca Carbonate 60% Matrix 15% Non-fibrous (Other)	None Detected

This is a composite result of both vinyl and backing layer

Initial report from: 03/12/2021 17:19:21

6



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order: 092103466
Customer ID: CECI50
Customer PO: GG-425
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
19-Wallboard 092103466-0019	KITCHEN CEILING - BROWN GYPSUM WALLBOARD	Brown Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
19-Texture 092103466-0019A	KITCHEN CEILING - BROWN GYPSUM WALLBOARD	White Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
19-Mud 092103466-0019B	KITCHEN CEILING - BROWN GYPSUM WALLBOARD				Insufficient Material
20-Wallboard 092103466-0020	KITCHEN CEILING - WHITE GYPSUM WALLBOARD	Brown Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
20-Texture 092103466-0020A	KITCHEN CEILING - WHITE GYPSUM WALLBOARD	Beige Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
20-Mud 092103466-0020B	KITCHEN CEILING - WHITE GYPSUM WALLBOARD				Insufficient Material
21-Wallboard 092103466-0021	KITCHEN CEILING - WHITE GYPSUM WALLBOARD	Brown Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
21-Texture 092103466-0021A	KITCHEN CEILING - WHITE GYPSUM WALLBOARD	Beige Non-Fibrous Homogeneous		85% Ca Carbonate 15% Non-fibrous (Other)	None Detected
21-Mud 092103466-0021B	KITCHEN CEILING - WHITE GYPSUM WALLBOARD				Insufficient Material
22 092103466-0022	UNDER PERGO BACK RIGHT BEDROOM - BLACK TAR PAPER	Black Fibrous Homogeneous	60% Cellulose	30% Matrix 10% Non-fibrous (Other)	None Detected
23 092103466-0023	LAUNDRY ROOM CLOSET - TAN SHEET VINYL <i>This is a composite result of both vinyl and backing layer</i>	Tan/Black Fibrous Homogeneous	30% Cellulose	10% Ca Carbonate 40% Matrix 20% Non-fibrous (Other)	None Detected
24 092103466-0024	UNDER PEGO HALLWAY - PINK LEVELING COMPOUND	Pink Non-Fibrous Homogeneous		20% Ca Carbonate 40% Matrix 40% Non-fibrous (Other)	None Detected
25-Brick 092103466-0025	LIVING ROOM FIREPLACE - RED BRICK & MORTAR	Red Non-Fibrous Homogeneous		30% Quartz 70% Non-fibrous (Other)	None Detected
25-Mortar 092103466-0025A	LIVING ROOM FIREPLACE - RED BRICK & MORTAR	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
26 092103466-0026	ATTIC - YELLOW INSULATION	Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
27 092103466-0027	ABOVE KITCHEN ATTIC - BLACK INSULATION	Black Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
28 092103466-0028	LOWER PART OF EXTERIOR SIDING - GRAY CAB SIDING	Gray Fibrous Homogeneous		50% Ca Carbonate 25% Non-fibrous (Other)	25% Chrysotile
29-Ceramic Tile 092103466-0029	LIVING ROOM FIREPLACE - CERAMIC TILE WITH GROUT & MASTIC	Gray Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected

Initial report from: 03/12/2021 17:19:21

9



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577
 Tel/Fax: (510) 895-3675 / (510) 895-3680
 http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order: 092103466
 Customer ID: CEC150
 Customer PO: GG-425
 Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
29-Grout 092103466-0029A	LIVING ROOM FIREPLACE - CERAMIC TILE WITH GROUT & MASTIC	Gray/White Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
29-Mastic 092103466-0029B	LIVING ROOM FIREPLACE - CERAMIC TILE WITH GROUT & MASTIC				Layer Not Present
30 092103466-0030	BEHIND FIREPLACE GARAGE - GRAY CAB PANELS	Gray Fibrous Homogeneous		60% Ca Carbonate 30% Non-fibrous (Other)	10% Chrysotile
31 092103466-0031	GARAGE BEHIND CAB PANELS - GYPSUM WALLBOARD	White Non-Fibrous Homogeneous	5% Cellulose	80% Gypsum 15% Non-fibrous (Other)	None Detected
32 092103466-0032	GARAGE BEHIND CAB PANELS - GYPSUM WALLBOARD	White Non-Fibrous Homogeneous	4% Cellulose	80% Gypsum 16% Non-fibrous (Other)	None Detected
33 092103466-0033	GARAGE BEHIND CAB PANELS - GYPSUM WALLBOARD	White Non-Fibrous Homogeneous	4% Cellulose	80% Gypsum 16% Non-fibrous (Other)	None Detected
34 092103466-0034	GARAGE ROOF - ASPHALT SHINGLE GREEN/BLACK	Black/Green Fibrous Homogeneous	10% Glass	20% Ca Carbonate 40% Matrix 30% Non-fibrous (Other)	None Detected
35 092103466-0035	GARAGE ROOF - ASPHALT SHINGLE GREEN/BLACK	Black/Green Fibrous Homogeneous	12% Glass	20% Ca Carbonate 50% Matrix 18% Non-fibrous (Other)	None Detected
36 092103466-0036	GARAGE ROOF - ASPHALT SHINGLE BLACK	Black Fibrous Homogeneous	15% Glass	20% Ca Carbonate 40% Matrix 25% Non-fibrous (Other)	None Detected
37 092103466-0037	GARAGE ROOF - BLACK ASPHALT SHINGLE	Tan/Black Fibrous Homogeneous	15% Glass	20% Ca Carbonate 40% Matrix 25% Non-fibrous (Other)	None Detected
38 092103466-0038	GARAGE ROOF - BLACK TAR PAPER	Black Fibrous Homogeneous	60% Cellulose	25% Matrix 15% Non-fibrous (Other)	None Detected
39-Roofing 092103466-0039	BACK SIDE OF GARAGE ROOF - ASPHALT ROOFING MATERIAL BLACK	Black Fibrous Homogeneous	25% Synthetic	10% Ca Carbonate 50% Matrix 15% Non-fibrous (Other)	None Detected
39-Tar 092103466-0039A	BACK SIDE OF GARAGE ROOF - ASPHALT ROOFING MATERIAL BLACK	Black Non-Fibrous Homogeneous		5% Ca Carbonate 80% Matrix 15% Non-fibrous (Other)	None Detected
39-Tar Felt 092103466-0039B	BACK SIDE OF GARAGE ROOF - ASPHALT ROOFING MATERIAL BLACK	Black Fibrous Homogeneous	25% Glass	15% Ca Carbonate 40% Matrix 20% Non-fibrous (Other)	None Detected
40 092103466-0040	UNDER EXTERIOR SIDING SHED ADJACENT GARAGE - BLACK TAR PAPER	Black Fibrous Homogeneous	70% Cellulose	20% Matrix 10% Non-fibrous (Other)	None Detected
41 092103466-0041	HOUSE ROOF - ASPHALT SHINGLE GREEN/BLACK	Black/Green Fibrous Homogeneous	15% Glass	20% Ca Carbonate 40% Matrix 25% Non-fibrous (Other)	None Detected

Initial report from: 03/12/2021 17:19:21

8



EMSL Analytical, Inc.

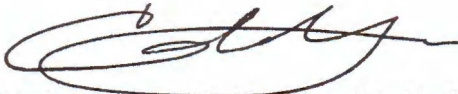
464 McComick Street San Leandro, CA 94577
Tel/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com / sanleandrolab@emsl.com

EMSL Order: 092103466
Customer ID: CEC150
Customer PO: GG-425
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
42 092103466-0042	HOUSE ROOF - ASPHALT SHINGLE GREEN/BLACK	Tan/Black/Green Fibrous Homogeneous	15% Glass	20% Ca Carbonate 40% Matrix 25% Non-fibrous (Other)	None Detected
43 092103466-0043	HOUSE ROOF - ASPHALT SHINGLE GREEN/BLACK	Tan/Black/Green Non-Fibrous Homogeneous	15% Glass	25% Ca Carbonate 40% Matrix 20% Non-fibrous (Other)	None Detected
44 092103466-0044	HOUSE ROOF - ASPHALT SHINGLE GREEN/BLACK	Gray/Black/Green Fibrous Homogeneous	15% Glass	25% Ca Carbonate 40% Matrix 20% Non-fibrous (Other)	None Detected
45 092103466-0045	HOUSE ROOF - BLACK TAR PAPER	Black Fibrous Homogeneous	70% Cellulose	20% Matrix 10% Non-fibrous (Other)	None Detected

Analyst(s)
Gavin Lee (47)
Kevin Lares (18)


Cecilia Yu, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from: 03/12/2021 17:19:21

9



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

[Empty box for EMSL Order Number]

464 McCormick Street

San Leandro, CA 94577

Phone (510) 895-3675

Fax (510) 895-3680

Company Name : Certified Environmental Consulting, Inc		EMSL Customer ID:	
Street: 615 S.E. Chkalov Drive Suite 12		City: Vancouver	State or Province: WA
Zip/Postal Code: 98683-5280	Country: US	Telephone #: 503-221-7904	Fax #:
Report To (Name): Annie Hamilton		Please Provide Results via: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
email Address: annieh_cec@inet.com		Purchase Order Number:	
Client Project ID: GG-425 Washington Dept FW		EMSL Project ID (internal use only):	
State or Province Collected: WA		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
Turnaround Time (TAT) Options Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 32 Hour*
<input checked="" type="checkbox"/> 48 Hour	<input type="checkbox"/> 72 Hour	<input type="checkbox"/> 96 Hour	<input type="checkbox"/> 1 Week
<input type="checkbox"/> 2 Week			
<small>*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.</small>			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		Other tests (please specify)	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material		<input type="checkbox"/>	
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 3-5-21	
Sampler's Name: KYLE SPEARS/EMCS VIKAL		Sampler's Signature:	
Sample #	HA #	Sample Location	Material Description
1		On electrical garage	Black/Brown Insulation
2		Kitchen	Brown Countertop Material & Mastic
3		Under Exterior Siding	Black Tar Paper
4		Living Room	White gypsum wallboard with tape and mud
5		Kitchen	White gypsum wallboard with tape and mud
6		Kitchen	White Wall Texture
Client Sample # (s): 1 - 45		Total # of Samples: 45	
Relinquished by (Client): Annie Hamilton		Date: 3-9-21	Time: 12:30 PM
Received by (Lab):		Date:	Time:
Comments/Special Instructions:			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

EMSL Analytical, Inc.
464 McCormick Street

San Leandro, CA 94577
Phone (510) 895-3675
Fax (510) 895-3680

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
7		Kitchen	White Wall Texture
8		Living Room	White Wall Texture
9		Hallway	White Wall Texture
10		Kitchen	Green Cove Base Mastic
11		Living Room	White Ceiling Texture
12		Hallway	White Ceiling Texture
13		Front Bedroom on Right	White Ceiling Texture
14		Front Bedroom on Right	Tan Ceiling Texture
15		Back Right Bedroom	White Ceiling Texture
16		Kitchen	White Ceiling Texture
17		Laundry Room	White Ceiling Texture
18		Living Room	Gray Sheet Vinyl
19		Kitchen Ceiling	Brown Gypsum Wallboard
20		Kitchen Ceiling	White Gypsum Wallboard
21		Kitchen Ceiling	White Gypsum Wallboard
22		Under Pergo Back Right Bedroom	Black Tar Paper
23		Laundry Room Closet	Tan Sheet Vinyl
24		Under Pergo Hallway	Pink Leveling Compound
25		Living Room Fireplace	Red Brick & Mortar
26		Attic	Yellow Insulation
27		Above Kitchen Attic	Black Insulation

*Comments/Special Instructions:

il



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

EMSL Analytical, Inc.
464 McCormick Street

San Leandro, CA 94577
Phone (510) 895-3675
Fax (510) 895-3680

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
28		Lower Part of Exterior Siding	Gray CAB Siding
29		Living Room Fireplace	Ceramic Tile with Grout & Mastic
30		Behind Fireplace Garage	Gray CAB Panels
31		Garage behind CAB Panels	Gypsum Wallboard
32		Garage behind CAB Panels	Gypsum Wallboard
33		Garage behind CAB Panels	Gypsum Wallboard
34		Garage Roof	Asphalt Shingle Green/Black
35		Garage Roof	Asphalt Shingle Green/Black
36		Garage Roof	Asphalt Shingle Black
37		Garage Roof	Black Asphalt Shingle
38		Garage Roof	Black Tar Paper
39		Back Side of Garage Roof	Asphalt Roofing Material Black
40		Under Exterior Siding Shed Adjacent Garage	Black Tar Paper
41		House Roof	Asphalt Shingle Green/Black
42		House Roof	Asphalt Shingle Green/Black
43		House Roof	Asphalt Shingle Green/Black
44		House Roof	Asphalt Shingle Green/Black
45		House Roof	Black Tar Paper

*Comments/Special Instructions:

12



EMSL Analytical, Inc

464 McCormick Street, San Leandro, CA 94677
Phone/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com sanleandrolab@emsl.com


EMSL Order: 092103453
CustomerID: CEC150
CustomerPO:
ProjectID:

Attn: **Annie Hamilton** Phone: (503) 221-7904
Certified Environmental Consulting, Inc Fax:
615 S.E. Chkalov Drive Suite 12 Received: 3/11/2021 09:00 AM
Vancouver, WA 98683-5280 Collected: 3/4/2021

Project: **GG-425 WASHINGTON DFW**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	Lab ID	Collected	Analyzed	Weight	Lead Concentration
1	092103453-0001	3/4/2021	3/11/2021	0.1935 g	6800 ppm
Site: HOUSE EXTERIOR SIDING					
2	092103453-0002	3/4/2021	3/11/2021	0.1763 g	120 ppm
Site: HOUSE EXTERIOR TRIM					
3	092103453-0003	3/4/2021	3/11/2021	0.2724 g	<80 ppm
Site: HOUSE INTERIOR WALL					
4	092103453-0004	3/4/2021	3/11/2021	0.2135 g	19000 ppm
Site: GARAGE EXTERIOR SIDING					
5	092103453-0005	3/4/2021	3/11/2021	0.0588 g	1000 ppm
Site: GARAGE EXTERIOR TRIM					
6	092103453-0006	3/4/2021	3/11/2021	0.2319 g	1900 ppm
Site: GARAGE INTERIOR TRIM					


Julian Neagu, Lead Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc San Leandro, CA AIHA-LAP, LLC-ELLAP Accredited #101748

Initial report from 03/11/2021 18:16:59

13



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING
LABORATORY • PRODUCTS • TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

[Empty box for EMSL Order ID]

464 McCormick Street

San Leandro, CA 94577

PHONE: (510) 895-3675

FAX: (510) 895-3680

Company: Certified Environmental Consulting, Inc		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**		
Street: 615 S.E. Chkalov Drive Suite 12		Third Party Billing requires written authorization from third party		
City: Vancouver	State/Province: WA	Zip/Postal Code: 98683-5280	Country: US	
Report To (Name): Annie Hamilton		Telephone #: 503-221-7904		
Email Address: annieh_cec@iinet.com		Fax #:	Purchase Order:	
Project Name/Number: GG-425 Washington DFW		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		
U.S. State Samples Taken: WA		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt		
Turnaround Time (TAT) Options* - Please Check				
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour	<input type="checkbox"/> 72 Hour
<input type="checkbox"/> 96 Hour	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Week		
<small>*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide</small>				
Matrix	Method	Instrument	Reporting Limit	Check
Chips <input type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm ² <input checked="" type="checkbox"/> ppm (mg/kg)	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300M/NIOSH 7303	ICP-OES	0.5 µg/filter	<input type="checkbox"/>
Wipe* ASTM <input type="checkbox"/> non ASTM <input type="checkbox"/> *If no box checked, non-ASTM Wipe assumed	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	1.0 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1311/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
SPLP	SW846-1312/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1312/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
TTLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
STLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>
Name of Sampler: Don Young		Signature of Sampler:		
Sample #	Location	Volume/Area	Date/Time Sampled	
1	House Exterior Siding		03-05-21	
2	House Exterior Trim		03-05-21	
Client Sample #s		Total # of Samples:		12
Relinquished (Client):	Date:	Time:		
	3-9-21	12:05 PM		
Received (Lab):	Date:	Time:		
Comments:				

14

ATTACHMENT 2

Inadvertent Discovery Plan

BONNEVILLE POWER ADMINISTRATION

INADVERTENT DISCOVERY OF CULTURAL RESOURCES PROCEDURE

Under federal law, BPA has the responsibility to protect cultural resources that are inadvertently discovered on federally owned land or during federally funded projects. This document describes the procedure to be followed in the event of an inadvertent discovery.

What is an Inadvertent Discovery?

If your work brings you in contact with any of the following cultural resources, or you identify any of the following cultural resources during the course of your work, you have made an inadvertent discovery:

- Native American cultural artifacts, including **flakes, arrowheads, stone tools, bone tools, wooden tools, baskets**, etc.
- Historic era artifacts, including **building foundations, homesteads, farm implements, glass, metal, ceramics, building materials (brick, nails)**, etc.
- **Human skeletal remains and bone fragments**
- **Layers of discolored earth resulting from fire hearths** that may be black, red, mottled brown and contain discolored cracked rocks or broken shells.
- Structural remains such as **wooden beams, post holes, or fish weirs**

What to do in the case of an Inadvertent Discovery

1. **IMMEDIATELY DISCONTINUE ALL GROUND DISTURBING ACTIVITY. DO NOT TOUCH OR MOVE THE OBJECTS, AND MAINTAIN THE CONFIDENTIALITY OF THE SITE. DO NOT TAKE PHOTOS.** Removing bone fragments, artifacts, and other items from any archaeological site, without proper authorization, is against the law. Violators could be charged in state or federal court resulting in a fine or imprisonment.
2. Immediately contact BPA Cultural Resources staff. Beginning with office phone numbers, continue calling down the list until you speak with someone. If no one on the list is available to take your call during regular business hours, contact Erin Marshall (503 230 5159). If it is after regular business hours, or you can't contact anyone on their office phones, please contact cultural resources staff on their cell phones.

Name	Title	Office Phone	Cell Phone	Email
Tom Becker	BPA Archaeologist	503 230 4761	971 280 0831	tbecker@bpa.gov
Kurt Perkins	BPA Archaeologist	503 230 4271	503-278-0436	knperkins@bpa.gov
Sunshine Schmidt	BPA Supervisor/Program Manager	503 230 5015	503 250 1818	srclark@bpa.gov

3. Do not draw any attention to the area with obvious flagging or markers. Maintain confidentiality concerning the discovery of the cultural resource, and do not discuss with anyone other than the contact people listed above. Do not contact the media.
4. Do not resume ground disturbing work until directed to do so by a BPA archaeologist.

BPA's cultural resources staff will work with the archaeological monitor, agencies, and tribes to address the inadvertent discovery as quickly as possible. Following the guidelines above will assist BPA in that process, and minimize any downtime that may result.

ATTACHMENT 3

Removal of Power Notification

P.U.D. No. 2 of Pacific County
Remove Inactive Meter

Taken By: jessicam Date Taken: 06/10/2019 Needed By: 6/13/19 12:00 am

SERVICE MAP LOCATION: 09100801-4

Account: █████ SO Nbr: 109015 Service: Electric W/O#: Rte: 304
Cust Nbr 34211 Srv Loc Nbr: 7932 Provider: Pacific County PUD #2 Cycle: 4 Seq: 930
Home Phone: █████
Work Phone: █████xt.
Mobile Phone: █████

████████████████████

Service Address
149 CHINOOK VALLEY RD
CHINOOK, WA 98614

Old Service Loc: 304-2940
Service Desc: 1 S OF OLD HALL RES
Subdivision:
Service: OH Block: Lot:
Line Srv Area: District: PUD 2 of Pacific County - P
Equip Map Loc: 324-1225
Substation: 50 Feeder: 10 Line Sect:
County: PACIFIC City:

Mailing Address:
████████████████████
████████████████████
████████████████████

HH Notes: S OF OLD HALL RES

EQUIPMENT TO BE SERVICED

Equipment Type	Activity	Equipment Nbr	Position Nbr	Service Map Location
Kwh Meter	Remove	A29139	1	09100801-4

Meter #	Serial #	Form	Rate	Mult	Dials	Lk Rng	LV Rdg	LVR Date	KWH Rdg	KW Rdg	Date
---------	----------	------	------	------	-------	--------	--------	----------	---------	--------	------

Trans #	Serial #	Size	Phase	Bank #	Load Mgt	Serial #	Rate Cd	LM Stat	Load Type	Stat	Rem
11855	00J152200	15.0	B	0							

Device #	Type	Description	Status	Map Location	Con/Repair/Dis/Rem
----------	------	-------------	--------	--------------	--------------------

Job Completed: By: _____ Date: _____ On Computer: By _____ Date _____

Assessment/Field Comments:

General Comments:

FISH & WILDLIFE-REMOVE SERVICES

Service Comments:

CR 6/13/19-REMOVED 30' 2" PVC
40' 4/0 UG TPX
60' #2 OH TPX
READ: 00456

of Prints: 1

**SECTION 02000
GENERAL SITE WORK PROVISIONS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section specifies general requirements for all sections of Division 2 – Site Work.

1.02 RELATED WORK

Not Used.

1.03 REFERENCES

References listed in Division 2 are from the following organizations' publications and reference standards:

- A. AASHTO – American Association of State Highway and Transportation Officials
- B. ANSI – American National Standards Institute
- C. ASTM – ASTM International (formerly American Society for Testing and Materials)
- D. OSHA – Occupational Safety and Health Administration Construction Standards
- E. RCW – Revised Code of Washington
- F. IBC – International Building Code
- G. WAC – Washington Administrative Code
- H. WISHA – Washington Industrial Safety and Health Act
- I. WSDOT – Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, latest edition

1.04 SUBMITTALS

Make submittals for items in all sections of Division 2 in accordance with Sections 00704.03 Shop Drawings and 01300 Contractor Submittals.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect all materials from exposure to moisture, wind, sunlight, or other excessive weather conditions that will render them unsuitable for usage as intended and be cause for rejection.
- B. Stockpile or store in areas protected from contamination and physical damage. Do not stockpile within 15 feet of the top of streambank.
- C. Contractor is responsible for all costs associated with replacement of all rejected items.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 02000

**DIVISION 02060
STRUCTURE DEMOLITION**

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

This Section includes the following:

- A. Demolition and removal of buildings and site improvements.
- B. Removing below-grade construction.
- C. Disconnecting, capping or sealing, and site utilities.
- D. Salvaging items for reuse by Owner.

1.02 REFERENCES

- A. EPA
- B. ANSI A10.6
- C. NFPA 241

1.03 DEFINITIONS

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.05 SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers. Detail special measures proposed to protect adjacent buildings to remain.
- C. Schedule of Buildings Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping of utility services.
- D. Building Demolition Plans: Drawings indicating the following:
- E. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- F. Pre-Demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by building demolition operations. Submit digital photos of area prior to starting demolition work. Submit before the work begins.
- G. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes. Submit receipts showing load tickets for all other refuse removal.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.05 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Pre-Demolition Conference: Conduct conference at Project site to comply with requirements in *DIVISION 1 SECTION 01200 PROJECT MEETINGS*.

1.06 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the work.
- B. Buildings adjacent to demolition area on neighboring properties will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 2. Before building demolition, Owner will remove the following items:

None
- D. Hazardous Materials: Hazardous materials may be present in the buildings and structures to be demolished. A project specific hazardous materials report is attached to these specifications. The responsibility for removal of identified hazardous materials will be established by the contractor.
- E. On-site storage or sale of removed items or materials is allowed during contract period only.

1.07 COORDINATION

Arrange demolition schedule after consultation with Owner regarding use of adjacent buildings, and other campus activity.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. If needed, engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.02 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Owner has shut off all utilities.
 - 2. Remove all piping. With Owner's written permission, Contractors may cut off pipe or conduit a minimum of 24 inches below grade if removal is not practical. Cap, valve, or plug and seal remaining portion of pipe or conduit.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- D. Salvaged Items: Salvaging encouraged by not required.

3.03 PROTECTION

- A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

- B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction, and as indicated.
 - 1. Protect adjacent waterway, buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
- C. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.04 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and site improvements to the extent shown on the Drawings. Contractor shall follow local fire restrictions. Use methods required to complete the work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during and for at least 8 hours after flame cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
 - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: Maintain ongoing observation during demolition.
- C. Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- D. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- E. Explosives: Use of explosives is not permitted.

3.05 DEMOLITION BY MECHANICS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- D. Salvage: Not required.
- E. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5 feet outside footprint indicated for new construction. Abandoned below-grade construction outside this area.

Remove below-grade construction, including basements, foundation walls, and footings, completely.
- F. Existing Utilities: Demolish existing utilities back to road right-of-way.

3.06 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in *DIVISION 2 - SECTION 02200 EARTHWORK*
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.07 REPAIRS

Promptly repair damage to adjacent buildings caused by demolition operations after consulting with Owner's representative.

3.08 DISPOSAL OF DEMOLISHED

- A. Remove demolition waste materials from project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.09 CLEANING

Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 02060

**SECTION 02080
REMOVAL OF ASBESTOS-CONTAINING MATERIALS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section covers all work necessary to remove and dispose of asbestos-containing materials referenced while maintaining specified airborne asbestos fiber control limits during the life of the Contract. The Asbestos Abatement Contractor is to furnish all labor, materials, services, training, insurance, and equipment as needed to complete removal and disposal of asbestos-containing materials indicated in this section. The Asbestos Abatement Contractor shall follow all federal, state, and local ordinances, regulations, or rules pertaining to asbestos including its storage, transportation, and disposal.
- B. Copies of the asbestos reports are included in *APPENDIX A*. The Asbestos Survey Reports should be used as general guidance in determining locations, quantities, and presence of asbestos-containing materials. *APPENDIX A* is not intended for bidding purposes.
- C. The Asbestos Abatement Contractor is responsible for verifying all site conditions.
- D. The Asbestos Abatement Contractor shall choose the work methods for this project and worker protection methods. These methods shall be reviewed by WDFW project manager or their designated agent representative for compliance with the appropriate parts of this section before the Asbestos Abatement Contractor may begin work.

1.02 CODES AND REGULATIONS

- A. All Contract work shall be completed in accordance with the latest edition of standard codes and regulations as published and adopted by the governing authority. If a conflict occurs between government adopted codes or regulations and these Contract Documents, the most stringent standard shall apply. Nothing in these Specifications shall be construed to permit work not conforming to governing codes and regulations. The Asbestos Abatement Contractor is responsible for complying with any requirements of the herein mentioned codes, standards, regulations, and Specifications.
- B. The Asbestos Abatement Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of the environment, workers, visitors to the site, and persons occupying areas adjacent to the site. The Asbestos Abatement Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations, and shall hold the Owner harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

1.03 APPLICABLE CODES, RULES, AND REGULATIONS

- A. *U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAPS) - Code of Federal Regulations (CFR) Title 40, Part 61, Subparts A and M* (required).

B. EPA Guidance Documents:

1. *Asbestos-Containing Materials in School Buildings, Parts 1 & 2, EPA C00090, 3-79, Parts 1 and 2.*
2. *Guidance for Controlling Asbestos-Containing Materials in Buildings, EPA 560/5-85-024.*
3. *Managing Asbestos in Place, EPA 20T-20003.*

C. *EPA Asbestos-Containing Materials in School; Final Rule and Notice - Section 203 of Title II of Toxic Substances Control Act (TSCA), 40 CFR Part 763 (required).*

D. *U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Regulations, with special attention to the following (required):*

1. *29 CFR 1910 - General Industry Regulations*
2. *29 CFR 1910.134 - Respirator Regulations*
3. *29 CFR 1910.300-399 - Electrical Regulations*
4. *29 CFR 1910.1001 - Asbestos Regulations*
5. *29 CFR 1910.1200 - Hazard Communication Regulations*
6. *29 CFR 1926 - Construction Safety Regulations*
7. *29 CFR 1926.400-449 - Electrical Regulations*
8. *29 CFR 1926.1101 - Asbestos Regulations Effective October 11, 1994*

E. *American National Standards Institute (ANSI) Standards with special attention to the following (guidance):*

1. *ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local Exhaust Systems*
2. *ANSI Z88.2-2015 - American National Standards Practice for Respiratory Protection*
3. *ANSI Z117.1-2009 - Safety Requirements for Confined Spaces*
4. *ANSI Z87.1-2003 - Practice for Occupational and Educational Eye and Face Protection*
5. *ANSI/CGA G7.1-2014 - Commodity Specifications for Air*
6. *ANSI/CGA C-4-1990 - Method of Marking Portable Compressed Gas Containers to Identify the Material Contained*

- F. State occupational safety and health regulations, where applicable, with special attention to asbestos, respirator, construction safety, and electrical safety regulations including, but not limited to (required):
 - 1. *WAC 296-842-100 to 22020 - Respirators*
 - 2. *WAC 296-62-077 to 7761 - Asbestos*
 - 3. *WAC 296-817-099 to 50025 - Hearing Loss Prevention*
 - 4. *WAC 296-809-099 to 60004 - Confined Spaces*
 - 5. *WAC 296-65-001 to 0050 - Asbestos Removal and Encapsulation*
 - 6. *WAC 296-155-426 to 462 - Electrical*
 - 7. *WAC 296-155-475 - Ladders Scaffolds and Elevating Work Platforms Fall Protection*
 - 8. *WRD 80-16 Directive - Respirable Air Supplied by Oil Lubricated Compressors*
 - 9. *WRD 87-2 Directive - Special Respirable Protection Requirements for Negative Pressure Enclosures*
- G. Local Air Pollution Control Agency current regulations (required).
- H. All other local, federal, and state ordinances, regulations, certifications, or rules pertaining to asbestos hazardous waste including its storage, transportation, and disposal.

1.04 SUBMITTALS AND NOTICES

- A. Approval by the Owner prior to site mobilization is required of the following information and materials. Details in the Submittal package shall be site specific. Incomplete Submittal packages will not be approved. All construction delay cost incurred by the Building Owner due to an incomplete Submittal package shall be paid by the Asbestos Abatement Contractor.
 - 1. Qualifications and Experience of the Asbestos Abatement Contractor: A statement which demonstrates the Asbestos Abatement Contractor's qualifications and experience which shall include, as a minimum, the following element:
 - a. Number of years firm has been engaged in asbestos abatement. Acceptable experience shall include at least 2 years of licensed asbestos abatement work in the State of Washington, unless special qualifying information acceptable to the Owner is provided to indicate that a shorter period of experience is acceptable.

DIVISION 2 - SITE WORK

2. List of all Equipment, Tools & Materials Proposed for Use on This Project: Include certification by manufacturers that all HEPA equipment meets *ANSI Z9.2-2012*.
 3. A Statement of the Qualifications of the Workforce: Include at a minimum the following:
 - a. A description of the qualifications and experience of all supervisors proposed for this project. Include evidence that all supervisors proposed for this project are currently *Washington State Certified Asbestos Supervisors* and have successfully completed a current EPA-approved training course in asbestos removal. Also include evidence of previous supervision of at least 2 asbestos abatement projects similar in scope and nature to the present project, providing the name, address, and telephone number of each of the purchasers of services.
 - b. Evidence that all workers proposed for this project is a currently *Washington State Certified Asbestos Worker* and has been trained as required by the applicable regulations referenced above.
 - c. Provide evidence that at least 2 workers on each shift have current first aid and CPR training.
 4. A Copy of the Asbestos Abatement Contractor's Personal Protective Equipment Program, Including the Respiratory Protection Program: Minimal qualifications are as specified in *29 CFR 1910.1001, Asbestos*; *29 CFR 1910.134 Respiratory Protection*; *29 CFR 1926.58, Asbestos*. See *PARAGRAPH 1.13 - WORKER PROTECTION* for minimum respiratory protective equipment requirements. Programs utilizing equipment with a greater degree of respiratory protection will be viewed favorably.
 5. A Description of the Asbestos Abatement Contractor's Medical Surveillance Program for the Employees: Minimal qualifications shall be as specified in *29 CFR 1910.1001* and *WAC 296-62-07725*.
- B. Prior to commencement of work, the Asbestos Abatement Contractor shall obtain the Owner's written approval of the following:
1. Plan of Action: Submit a plan of action for handling asbestos and other hazardous materials throughout the project for approval by the Owner. This plan shall clearly communicate procedures proposed for use in complying with the regulations as well as the requirements of these Drawings and Specifications and contain at least:
 - a. Projected project schedule and work area sequence, including the length of the work shift and overtime provisions.
 - b. Detailed description of the methods to be employed to control pollution and minimize hazardous waste generation.
 - c. Packaging and disposal of removed asbestos debris.

DIVISION 2 - SITE WORK

- d. Cleanup procedures and disposal plan including name and location of disposal site(s), each having an EPA Identification Number as a hazardous waste disposal site, and copies of applicable certificates and registrations for hazardous waste transporter(s), transferrer(s), treater(s) and disposal site(s).
- e. Exiting procedures to be followed in the case of an emergency such as fire or injury.
- f. Methods to be used to assure the safety of building occupants and visitors to the site.
- g. Asbestos Abatement Contractor's site-specific fall protection plan.
- h. Proof of Employee Training: Sufficient proof shall be copies of Washington State Certified Asbestos Worker or Certified Asbestos Supervisor identification cards for each worker, signed by all workers participating in this project; and, for each worker, a signed statement indicating type and size respirator assigned, type of qualitative and quantitative fit tests utilized and date and results of most recent fit test.
- i. Proof satisfactory to the Owner that all workers participating in this project have been examined by a licensed physician within the past year. The documentation shall include a physician's statement for each worker, stating that the worker has been found to be physically suited to perform asbestos abatement work, including wearing a respirator and impervious garments while performing vigorous physical labor.
- j. Proof of notification in writing to the Washington State Department of Labor and Industries, and the northwest air pollution authority (NWAPA), of the proposed asbestos work, not fewer than 10 days prior to commencement of the work. Copies of these notifications shall be submitted to the Owner within 24 hours of submittal to the regulatory agencies. Notifications shall be as per applicable regulation and should include the following information: Name and address of operator; estimate of the approximate amount of asbestos material being removed from the facility (in linear or square feet); location of the facility being demolished or renovated; scheduled starting and completion dates of the project; nature of planned project and method(s) to be used (in accordance with *40 CFR Part 61, NESHAPS*); and the name and location of the waste disposal site where the asbestos waste material will be deposited. Submit for the NWAPA notification in sufficient advance time to allow the required *NESHAPS* waiting period to have elapsed, and therefore not interfere with the scheduled project start date.
- k. Proof shall be submitted that all required permits and arrangements for transport and disposal of asbestos-containing wastes in an approved site have been obtained.

1.05 DEFINITIONS

Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes: removal, enclosure, and encapsulation.

Airlock: A system for permitting ingress or egress of personnel or equipment without permitting movement of contaminated air between a contaminated area and an uncontaminated area; typically consisting of two curtained doorways far enough apart to allow all activities to occur within the airlock without workers or equipment contacting the walls or doorways.

Air Filtration Device: An air-moving device equipped with a HEPA filter and high velocity fan, housed in an airtight casing, capable of removing and filtering air from a Work Area prior to discharge. When properly installed, the Air Filtration Device provides the filtered negative air pressure necessary for establishment of a Full Containment, or Negative pressure enclosure.

Air Monitoring: The process of measuring the asbestos fiber content of a volume of air using National Institute for Occupational Safety and Health (NIOSH) method 7400 "A", or Transmission Electron Microscopy (TEM) using *AHERA* method as applicable. Flow rate and sample volume shall be in accordance with the method chosen.

Air Monitoring Technician: A person qualified by training or experience to collect air samples for asbestos. Must be familiar with sampling techniques, sampling equipment, calibration procedures, and work practices useful for controlling air contamination.

Ambient Air Pump: A low power (1/2 h.p. to 5 h.p.) pump which takes ambient air and supplies it to the respirator through the appropriate hose line without filtering the air being supplied.

Amended Water: Water to which a surfactant has been added in accordance with manufacturer's specifications.

Asbestos-Containing Piping Insulation: This includes all piping insulation that contains asbestos materials. This includes but is not limited to fittings, valves, pipe hanger packing, and piping straights

Asbestos-Containing Waste (Including Asbestos-Contaminated Materials): Materials (including construction equipment and materials) either containing more than 1% by weight of asbestos or contaminated with asbestos to a degree that handling the materials may reasonably be expected to give rise to exposure to airborne asbestos fibers.

Authorized Visitor: The Owner's Representative or a representative of any regulatory or other entity or agency having jurisdiction over the project.

Bridging Encapsulant: An encapsulant that forms a discrete layer on the surface of asbestos-containing material.

Certified Industrial Hygienist (CIH): An industrial hygienist certified in the Comprehensive Practice or Chemical Aspects of Industrial Hygiene by the American Board of Industrial Hygiene.

Class I Asbestos Work: Activities involving the removal of TSI, surfacing ACM or PACM, and friable floor sheeting (including paper backing).

Class II Asbestos Work: Activities involving the removal of ACM that is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile, non-friable floor sheeting (including paper backing), roofing and siding shingles, and construction mastics.

Clean Room: An uncontaminated room that is part of the worker decontamination enclosure system and adjoins uncontaminated areas of the building, with provisions for separate storage of workers' street clothes and clean protective equipment.

Cleanup: All procedures necessary to remove asbestos-containing and asbestos-contaminated materials from designated areas or surfaces in a safe manner and dispose of these materials at a disposal site.

Closely Resemble: The major workplace conditions that have contributed to the levels of historic asbestos exposure are no more protective than conditions of the current workplace.

Containment Barrier: An airtight barrier consisting of walls, floors, and/or ceilings of sealed plastic sheeting, surrounding and sealing the outer perimeter of the work area.

Contaminated Area: The work area or any other area of the building with either an airborne asbestos level equal to or above 0.01 fibers/cc or visible unconfined deposits of asbestos-containing materials.

Contaminated/Equipment Room: A contaminated area or room within the decontamination enclosure system which adjoins the work area, with provisions for storage of contaminated clothing or equipment.

Critical Barriers: Dust tight barriers completely separating the work area from other portions of the building and the outside. Critical barriers may be made of sheet plastic, wood, or metal.

Curtained Doorway: A device to allow passage of personnel or equipment from one room to another while allowing controlled air flow between the rooms; typically constructed by placing two or three overlapping sheets of plastic completely over an existing or temporarily framed doorway. The top of each sheet is secured along the top of the doorway and opposing vertical edges of the sheets are secured along vertical sides of the doorway.

Decontamination Chamber: A system typically consisting of a clean room, and a contaminated/equipment room (each separated from adjoining spaces by curtained doorways), permitting workers to pre-clean outer clothing, and exit from contaminated areas and directly proceed to remotely constructed Decontamination Enclosure Systems.

Decontamination Enclosure System: A system typically consisting of a clean room, an equipment/waste removal room, a shower, and a contaminated/equipment room (each separated from adjoining spaces by curtained doorways) permitting workers, equipment, and waste to exit or be removed from contaminated areas without carrying out asbestos fibers to uncontaminated areas.

Disposal: All procedures necessary to transport the asbestos-contaminated material removed from the building and deposit it in a waste disposal site in compliance with applicable federal, state, and local regulations.

Disposal Site: A site previously approved by the U.S. Environmental Protection Agency (EPA) and state and local hazardous waste control agencies for the disposal of asbestos-containing wastes (*Class I or II* landfill).

Encapsulation: All procedures necessary to coat all asbestos-containing materials with an encapsulant to prevent the dispersal of asbestos fibers into the air. This will include the use of penetrating, lock down, and bridging encapsulants.

Enclosure: All procedures necessary to enclose all asbestos-containing materials behind an airtight barrier with no anticipation of or provision for penetration of the enclosure for maintenance or any other reason.

Equipment/Waste Removal Room: A room within the decontamination enclosure system that is between the shower room and the uncontaminated area. A room through which decontaminated equipment and waste containers are removed.

Fiber: A particulate form of asbestos, 5 micrometers or longer, with a length to width ratio of at least 3:1.

Full Containment Removal: Removal that takes place inside of a semi-airtight system used to segregate and isolate an asbestos abatement area, and which is continuously served by a temporary pressure differential ventilation system once abatement activities start.

Fixed Object: A unit of equipment or furniture in the work area or beneath the work area that cannot be removed from the work area.

HEPA Filter: A High Efficiency Particulate Air filter capable of trapping and retaining 99.97% of particles with aerodynamic equivalent diameters greater than or equal to 0.3 micrometers.

HEPA Vacuum Equipment: Vacuuming equipment equipped with a HEPA filter in the exhaust outlet, and so designed and maintained that 99.97% of particles with aerodynamic equivalent diameters greater than or equal to 0.3 micrometers in the inlet air are collected and retained. In no case shall the HEPA vacuum equipment permit the discharge of air containing more than 0.01 fibers/cc.

Industrial Hygienist: A person qualified by training and/or experience to specify measures for the recognition, evaluation, and control of occupational health hazards. In this project, an acceptable industrial hygienist must have substantial experience (satisfactory to the Owner's Representative) in the management of asbestos exposure reduction.

Material Safety Data Sheets (MSDS): Information on a product, supplied by the manufacturer, which provides the information listed in *29 CFR 1910.1200(g)(2)*.

Movable Object: A unit of equipment or furniture in or beneath the work area that can be removed.

Negative Initial Exposure Assessment: A demonstration by the employer, which complies with the *29 CFR 1926.1101, Paragraph (f)(2)(iii)* that employee exposure during an operation is expected to be consistently below PELs.

Negative Pressure: A minimum pressure differential of -0.02 inch of water column relative to areas adjacent to the work area, or such other measure or observation as specified by the Owners Representative. Equipment used to maintain negative pressure shall be HEPA-filtered and shall permit discharge of no more than 0.01 fibers/cc in the exhaust air stream.

Negative Pressure Enclosure: A semi-airtight system constructed to segregate and isolate an asbestos abatement work area, and which is continuously served by a temporary pressure differential ventilation system once abatement activities start. Also known as Full Containment, or Temporary Pressure Differential Enclosure.

Overlapped Joint Doorway: A joint (seam) in the plastic, overlapped by 36 inches or more, used for worker and material entrance and exit from the containment barrier around a removal operation.

Owner: The Owner or the Owner's Representative who has the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Owner acting within the limits of their authority as delegated by the Owner.

Penetrating Encapsulant: An encapsulant that is absorbed by the asbestos containing material without leaving a discrete surface layer.

Permissible Exposure Limit: An airborne concentration of asbestos of 0.1 fiber per cubic centimeter (f/cc) of air calculated as an 8-hour time-weighted average.

Post-Abatement Surface Sealer (Encapsulant, Lock Down Encapsulant): A liquid which can be applied to surfaces from which asbestos has been removed and which controls the possible release of residual fibers from the surface by penetrating into the material and binding its components together.

PACM: Presumed asbestos-containing material is thermal system insulation or surfacing material found in buildings constructed no later than 1980 and assumed to contain asbestos.

Regulated Area: An area established by the Asbestos Abatement Contractor to demarcate areas where airborne concentrations of asbestos exceed or can reasonably be expected to exceed the permissible exposure limits. The work area may take the form of a) a temporary enclosure, as required by *WAC 296-62-07711*, or b) an area demarcated in any manner that minimizes employee exposure to asbestos.

Removal: All procedures necessary to remove asbestos-containing materials from designated areas in a safe manner and dispose of those materials at a disposal site.

Removal Encapsulant: A penetrating encapsulant specifically designed for removal of asbestos-containing materials rather than for encapsulation.

Shower Room: A room between the Clean Room and the Equipment Room in the worker decontamination enclosure system, with hot and cold or warm running water suitably arranged for complete showering and washing of equipment during decontamination. The Shower Room comprises an airlock between contaminated and clean areas.

Smoke Tube Method: A method of qualitatively testing the direction and velocity of airflows utilizing titanium tetrachloride (or equivalent) ventilation smoke tubes.

Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the amount of water required for a given operation or area and enhancing the effect of the water in reducing fiber release.

Temporary Pressure Differential Ventilation System: A minimum pressure differential of -.02 inch of water column relative to areas adjacent to the work area, or such other measure or observation as specified by the Owner's Representative. Equipment used to maintain negative pressure shall be HEPA-filtered and shall permit discharge of no more than 0.01 fibers/cc in the exhaust air stream.

Transport: Hauling of asbestos-containing wastes from the building to the disposal site and deposit of the wastes therein by a firm currently approved by the EPA for the transport of hazardous wastes and approved by any state or local agencies having jurisdiction and the appropriate insurance.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths and mops or other cleaning tools that have been dampened with clean water.

Work Area: An isolated area of the building where abatement activities are performed, isolated from nonwork areas by negative pressure, and a containment barrier and, depending on the type of removal, a decontamination enclosure system. The inside of the barrier and the decontamination enclosure system are part of the Work Area.

1.06 HAZARDOUS MATERIALS NOTIFICATION

- A. The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. The Asbestos Abatement Contractor shall apprise all workers, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed. The Asbestos Abatement Contractor shall document the compliance with this section.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials the Asbestos Abatement Contractor shall take appropriate continuous measures necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods outlined in these Specifications, and compliance with regulations of applicable federal, state, and local agencies.
- C. The Asbestos Abatement Contractor shall apprise all workers of the chemical and physical hazards associated with work conducted at this site. The Asbestos Abatement Contractor shall document compliance with this section.

1.07 PRODUCT DATA NOTIFICATION

Pursuant to *WAC 296.65.020*, the Asbestos Abatement Contractor shall provide the Owner with a complete list of all hazardous chemicals and other materials to be used during the execution of the project, including storage locations.

1.08 AIR MONITORING PERFORMED BY ASBESTOS ABATEMENT CONTRACTOR

A. Asbestos Abatement Contractor shall conduct all daily *WISHA* and daily area monitoring required by regulations. The Asbestos Abatement Contractor shall maintain a professional, timely, and honest interface with the Owner.

B. Air Monitoring:

1. Documentation on each sample shall include at least the date and time, sample number, exact sampling location, name(s) of individual(s) performing sampling, a description of work being performed at the time of sampling, sampling rate, sampling volume, analytical method, analytical results, and limit of detection as per *NIOSH* analytical methods.
2. Samples shall be analyzed per this section. The laboratory shall submit signed, permanent records of all analyses to the Owner within two weeks of the date of each analysis. Air monitoring results shall be posted onsite by the Asbestos Abatement Contractor within 24 hours of the end of the shift in which the samples were obtained.
3. Sampling During Abatement: Sampling during abatement in the building is intended to fulfill the following requirements:
 - a. Determine dispersal of contamination from the work area into other building areas in order to assess the potential exposure of building occupants.
 - b. Determine exposures of personnel performing asbestos abatement.
 - c. Determine work area concentrations assumed to represent typical exposures of supervisors and visitors not physically performing abatement.
4. The Following Sampling Shall be Performed by the Asbestos Abatement Contractor's Independent Air Monitoring Firm:
 - a. Public area samples shall be taken outside the work area within 10 feet of each exit of the decontamination chamber or within 10 feet of perimeter of regulated areas, and within 10 feet of the exhaust of each HEPA filtration unit. Air sampling results shall be provided to the Owner within 2 days after the sampling.

DIVISION 2 - SITE WORK

- b. Worker Samples shall be taken in the breathing zones of workers performing asbestos abatement in sufficient numbers to permit estimation of peak and Time Weighted Average (TWA) exposures. At a minimum, for TWA exposures, one (1) personal sample on worker with highest probable exposure and one (1) 30-exursion limit sample at the peak of abatement activity is required in each work area, sampled per 8 hour shift according to *WAC 296-62-07709(d)*. Air sampling results shall be provided to the Owner within 2 days after the sampling.
- c. Work Area Samples shall be taken in numbers and locations within the removal portion of the work area sufficient to permit estimation of time weighted average (TWA) concentrations of asbestos in all work areas. Work area samples shall be taken at breathing zone height of the persons performing the task, and shall be protected from direct contamination (drips, over spray, and the like) during sampling. At a minimum, one (1) work area sample shall be taken per work area per 8 hour work shift. At least one (1) work area sample shall be taken in a manner so as to represent the worker exposures for each task. Air sampling results shall be provided to the Owner within 2 days after the sampling.
- d. Minimum air sample volumes for determining airborne concentrations are as follows:
 - 1) **NOTE 1:** These minimum volumes may be adjusted in accordance with appropriate industrial hygiene practice to achieve a filter loading in the range of 100-1300 fibers per square millimeter of filter area.
 - 2) **NOTE 2:** Sample volumes smaller than 40 liters are not recommended for this project and should be used only in situations in which asbestos or other contaminants are present at such high levels that the sampling filter would become clogged if a higher volume were used.
5. The Asbestos Abatement Contractor's independent air monitoring firm shall furnish and maintain all monitoring equipment used and required herein. The Asbestos Abatement Contractor shall bear costs of daily air monitoring, analysis, and reporting required herein.
6. If area fiber concentrations outside of the work area are equal to or above 0.01 fibers/cc (or the background level, whichever is lower), the Asbestos Abatement Contractor shall notify the Owner and all abatement work in that work area shall stop. The Asbestos Abatement Contractor shall then undertake corrective action as approved by the Owner. The Asbestos Abatement Contractor may resume abatement work in that area only after it receives written authorization from the Owner. The Asbestos Abatement Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppages.

C. Permissible Exposure Limits:

1. If any air sample taken outside of the work area exceeds 0.01 f/cc for any time period, the Asbestos Abatement Contractor shall immediately and automatically stop all work. The Asbestos Abatement Contractor shall decontaminate the affected area and re-sample until a reading of less than 0.01 f/cc or the background level, whichever is lower, is obtained.
2. Respiratory protection, as set forth in *PARAGRAPH 1.13 - WORKER PROTECTION*, shall be worn in affected area until area is cleared for re-occupancy in accordance with *PARAGRAPH 1.15 - PROJECT DECONTAMINATION*.

D. Analytical Methods: Asbestos air samples will be analyzed using the *WISHA Reference Method (NIOSH 7400 Method)* or Transmission Electron Microscopy (TEM) according to *40 CFR 763, Subpart E, Appendix A*. Results will be reported by posting conspicuously on the job site no later than 24 hours after the end of the shift in which the sample is taken.

1.09 CLEARANCE INSPECTIONS AND SAMPLING PERFORMED BY OWNER

- A. Asbestos clearance locations shall correspond with pre-abatement locations in each functional space. Acceptable clearance levels during the construction project will be 0.01 f/cc [as determined by Phase Contrast Microscopy (PCM)] or background sample results, whichever are lower. Prior to re-occupancy, aggressive clearance samples will be collected and analyzed utilizing Transmission Electron Microscopy (TEM) in accordance with *AHERA* clearance protocols. Acceptable TEM clearance levels will be 70 s/mm² or lower.
1. The Owner will conduct a visible inspection of the area to determine completion of the work. If satisfactory, the Owner will conduct clearance air sampling in the work area after encapsulation has been allowed to dry (minimum 1 hour).
 2. The Owner will start the sampling pumps and sample at least 1200 liters of air.
 3. The Owner will turn off the sampling pump after sampling is complete.
 4. If the clearance air sample results do not meet the criteria as specified in this section, the Asbestos Abatement Contractor shall re-clean and have the area re-sampled for air clearance in the affected area as necessary, at no additional cost to the Owner.

1.10 QUALITY CONTROL - LABORATORY TESTING

The laboratory shall prove proficiency in the AIHA/NIOSH PAT Program and shall have a laboratory manual and Quality Control program. The Quality Control Program shall minimally meet or exceed WISHA standards. Failure to comply with these standards will require lab work to be subcontracted to another laboratory. No asbestos abatement work shall be conducted until air monitoring meets these standards. The Owner reserves the right to adjust the Quality Control procedures to meet the highest quality standards deemed acceptable by the Department of Labor and Industries.

1.11 PROJECT CLOSEOUT DOCUMENTS

- A. This section describes the project closeout documentation required by the Owner upon completion of all phases of the Contract work.
- B. After final completion of all Contract work, the Asbestos Abatement Contractor shall submit to the Owner 2 copies of a project closeout manual, which shall include a copy of all of the following:
 - 1. Regulatory notifications and revisions to notifications
 - 2. Employee and visitor sign-in sheets
 - 3. Safety and construction meeting minutes
 - 4. Completed daily QC report forms
 - 5. Manometer strip chart readings
 - 6. Air monitoring results
 - 7. Completed clearance forms
 - 8. Waste disposal manifests with landfill signature

1.12 ASBESTOS ABATEMENT CONTRACTOR QUALITY CONTROL

- A. General Requirements: The Asbestos Abatement Contractor shall comply with the Quality Control provisions as specified herein. The Asbestos Abatement Contractor shall perform quality control inspection required by this Contract, unless specifically designated to be performed by the Owner.
- B. Asbestos Abatement Contractor Quality Control (CQC) shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, construction, and operations that comply with the requirements of the Contract Documents.

1.13 WORKER PROTECTION

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards.
- B. All workers entering regulated areas to handle asbestos-containing materials in amounts greater than 1 square foot of material must be certified Washington State Asbestos Workers with an onsite Washington State Certified Asbestos Supervisor.
- C. Provide asbestos medical examinations for all workers handling asbestos-containing materials and provide medical clearance for those just entering the regulated asbestos work areas for any reason. Examinations shall as a minimum meet requirements as set forth in *WAC 296-62* and *29 CFR 1926*.

D. Materials and Equipment Provided by Asbestos Abatement Contractor:

1. Coveralls: Provide disposable full-body coveralls and disposable head covers and require that they be worn by all workers while in the regulated work areas. Provide a sufficient number for all required changes, for all workers in each regulated work area. All protective clothing and other safety equipment shall be provided by the Asbestos Abatement Contractor at no cost to the employee. Provide a sufficient number of protective suits for Owner and Authorized Visitors.
2. Boots: Provide work boots with non-skid soles, and where required by WISHA, safety boots for all workers. Provide boots at no cost to workers.
3. Goggles: Provide eye protection (goggles) as required by WISHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury, unless full face piece respirators are in use. Provide eye protection at no cost to the employee.
4. Gloves: Provide work gloves to all workers where required. Provide sufficient hand protection per day/shift at no cost to the employee.
5. Hard Hats: Provide head protection (hard hats) as required by WISHA for all workers and provide 4 spares for use by Owner and authorized visitors. Require hard hats to be worn at all times in the work area while work is in progress which may potentially cause head injury. Require hats to remain in the work area throughout the work. Thoroughly clean and decontaminate before removing them from Work Area at the end of the work. Provide hard hats at no cost to the employee.
6. Respirators, air supply, disposable coveralls, head covers, and footwear covers as outlined in these Specifications shall be provided by the Asbestos Abatement Contractor.

E. Use of Materials and Equipment:

1. In addition to these requirements for the prevention of exposure to and dissemination of asbestos fibers, all normal safety requirements, including electrical safety and fall protection, shall be enforced.
2. The Asbestos Abatement Contractor shall provide worker protection as required by the most stringent WISHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
3. All worker protection procedures, including assurance of respirator fit and decontamination procedures, shall apply to all Asbestos Abatement Contractor employees and all Authorized Visitors, except in the event of emergency requiring entrance of Life Safety or security personnel, in which case respiratory protection alone shall be provided, if feasible.

F. Decontamination Procedures: The Asbestos Abatement Contractor shall require that all workers follow the decontamination procedures in accordance with *PARAGRAPH 1.14 - DECONTAMINATION UNITS*.

G. Respiratory Protection:

1. This section describes the respiratory protection requirements and procedures to be used when working with or around asbestos-containing materials.
2. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.
3. Air Quality for Supplied Air Respiratory Systems:
 - a. The Asbestos Abatement Contractor shall provide air used for breathing in Type "C" supplied air respiratory systems (when working inside Pressure Differential Enclosures) that meet or exceed standards set for *C.G.A. Type 1 (Gaseous Air) Grade D*. The Asbestos Abatement Contractor shall provide sampling and testing of air quality in the presence of the Owner when requested to do so.
4. Air Purifying Respirators:
 - a. Filter Cartridges: The Asbestos Abatement Contractor shall provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Progeny, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with *ANSI Z228.2 (1980)*. In addition, a chemical cartridge section must be added when required for solvents, etc. used by Asbestos Abatement Contractor personnel. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
5. Non-Permitted Respirators: Single use, disposable, or quarter face respirators are strictly prohibited.
6. Supplied Air Respirator Systems: When used, the Asbestos Abatement Contractor shall provide and assure the following:
 - a. Supplied air respirators shall be operated in compliance with the provisions of *WAC 296-842-100* through 22020 and *WAC 296-62-077* through 07761.
 - b. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this Specification if more stringent than the governing standard.

DIVISION 2 - SITE WORK

- c. During Type "C" Removal Operations, 2 open air lines shall be maintained at all times. Removal of workers to provide these lines will not be accepted. Asbestos Abatement Contractor shall make available 2 supplied air respirators for use by Owners.
- d. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece or continuous flow.
- e. Auxiliary Backup System: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand or continuous flow full face piece supplied air respirator equipped with an emergency back up HEPA filter, in the event of loss of primary air supply.
- f. Escape Air Supply: In atmospheres which are oxygen deficient (less than 19.5% oxygen), provide a pressure-demand full face piece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece, in the event of loss of primary air supply.
- g. Compressor System: The Asbestos Abatement Contractor shall assure that the compressor air system for removal workers shall incorporate in-line purifying sorbent beds and filters to deliver *Grade "D"* air free of water, oil, odors, vapors, and particulates.
- h. Warning Device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the work area and at the compressor. Non oil-supplied compressor systems are not required to have the following alarms. Connect alarm to warn of:
 - 1) Compressor shutdown or other fault requiring use of backup air supply.
 - 2) Carbon Monoxide (CO) levels in excess of 20 PPM.
- i. Carbon Monoxide (CO) Monitor: Continuously monitor for carbon monoxide gas. Place monitors in the air line between compressor, workers, and backup air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices." Non oil-supplied compressor systems are not required to have a CO monitor.
- j. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from motors or buildings.

DIVISION 2 - SITE WORK

- k. Ambient air pumps will not be allowed without prior Owner approval. Asbestos Abatement Contractor shall submit their intent to use ambient air pumps, the type and manufacturer of the pump (along with manufacturers' data) with proposed method of constant monitoring for carbon monoxide, compliance to *Grade "D"* respirable air requirements, and methods of assuring at least 4 CFM to each respirator supplied by the pump. This information shall be submitted to the Owner and approval granted prior to Asbestos Abatement Contractor use on this project.
7. Instruct and train each worker involved in wearing respirators in proper respiratory use. Require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation that may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the workplace or as required for other toxic or oxygen-deficient situations encountered.
8. Respiratory Protection Program: Comply with *ANSI Z88.2 - 2015, Practices for Respiratory Protection*, and WISHA.
9. Require that respiratory protection be used at all times when there is any possibility of disturbance of asbestos-containing materials, whether intentional or accidental.
10. Require that a respirator be worn by everyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with *PARAGRAPH 1.09*. All persons required to wear respiratory protection shall have been properly fit tested and received a proper medical exam that certifies the person may wear a respirator.
 - a. *Type "C"* supplied air will be required in negative pressure enclosures for the duration of work activities through final air clearance. Asbestos Abatement Contractor is required to perform an initial exposure 8 hour TWA) assessment for each activity in each work location. Results of this Initial Exposure Assessment will determine subsequent respiratory protection for each work activity.
11. Fit Testing: The Asbestos Abatement Contractor shall provide and assure the following:
 - a. Initial Fitting: Provide quantitative fit testing of Supplied Air Respirators and qualitative fit testing of half-mask respirators (prior to the start of project). Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which he has been trained and fitted. Written and current respirator fit test records are required to be available onsite. No workers will be allowed to work without written and current fit test records (fit tests performed within the last 6 months).

- b. It is the Asbestos Abatement Contractor's responsibility to ensure that all employees required to wear respiratory protection are able to obtain a satisfactory respirator-to-skin seal. Facial hair, 1 days' worth of stubble, eyeglasses or any other condition that interferes with a proper rubber-to-skin seal shall be prohibited. Workers who are observed by the Owner with an unsatisfactory respirator-to-skin seal will not be permitted to work.
 - c. Upon Each Wearing: Require that each time an air-purifying respirator or supplied air respirator equipped with HEPA backup is put on, it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions or *ANSI Z88.2 (2015)*.
 - d. The Asbestos Abatement Contractor shall incorporate respirator fit testing, initial respirator assignment, respirator replacement assignments, and medical surveillance records into the Asbestos Abatement Contractor's WISHA mandated 30 year record keeping program. A copy of each of the referenced documents is to be incorporated into the project records and a copy of each is to be included in the project closeout documentation.
12. Type of Respiratory Protection Required: The Asbestos Abatement Contractor shall comply with all Washington State requirements for respiratory protection for asbestos work (*WAC-296-842-100*). All work inside a pressure differential enclosure shall require workers to use supplied air respirators meeting requirements specified in this section.
13. Respiratory Protection Program: Submit completed "Respiratory Protection Program" (RPP), indicating type of respiratory protection proposed for each portion of the work and as specified in this section and as indicated in *WAC 296-842-100 to 22020*.

1.14 DECONTAMINATION UNITS

- A. Where a Negative Pressure Containment has been erected, the Asbestos Abatement Contractor shall provide separate personnel and equipment decontamination facilities. A decontamination unit is required on all tasks handling asbestos-containing materials.
- B. Waste and Equipment Load-Out Enclosures:
 - 1. For removal operations not utilizing glove bags, the Asbestos Abatement Contractor shall provide a Waste Load-Out Enclosure System outside of the Work Area consisting of at least 2 chambers as follows:
 - a. Equipment/Waste Removal Room: The equipment/waste removal room shall be separated from the Work Area and the Clean Room by curtain doorways. This room is used to remove equipment and waste containers from the Work Area to the Clean Room.
 - b. Clean Room: The Clean Room shall have two curtained doorways: one to the Equipment/Waste Room and one to the uncontaminated area.

DIVISION 2 - SITE WORK

- c. The chambers shall be of adequate size for the number of workers, equipment and/or waste material to be accommodated, but typically will have minimum dimensions of 4 feet wide and 6 feet long (doorway to doorway). All chambers shall be clean at all times. The lighting in all chambers must be adequate for the tasks and for cleaning.
2. Personnel Decontamination Units: The Asbestos Abatement Contractor shall provide a Personnel Decontamination Unit consisting of a Change Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the Work Area for any purpose.
 - a. Change Room (Clean Room): The Asbestos Abatement Contractor shall provide a room that is separated from the Work Area by curtain doorways for the purpose of changing into protective clothing. The Asbestos Abatement Contractor shall assure at a minimum the following occurs:
 - 1) Maintain floor of Change Room to be dry and clean at all times. Do not allow overflow water from shower to wet floor in Changing Room.
 - 2) Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3) Provide a continuously adequate supply of disposable bath towels.
 - 4) Provide posted information for all emergency phone numbers and procedures.
 - b. Shower Room: The Asbestos Abatement Contractor shall provide a completely water-tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Change Room, or for showering by workers heading out of the Work Area after undressing in the Equipment Room.
 - 1) Separate this room from the Work Area and Clean Room with airtight walls equipped with curtain doorways fabricated of 6-mil polyethylene.
 - 2) Separate this room from the Change and Equipment Rooms with air-tight walls equipped with curtained doorways fabricated of 6-mil polyethylene.
 - 3) Provide showerhead and controls.
 - 4) Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
 - 5) Provide a nailbrush, soap dish, and a continuously adequate supply of soap and maintain in sanitary condition.

- 6) Arrange so that water from showering does not splash into the Change or Equipment Rooms.
 - 7) Arrange water shut-off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside the Work Area.
 - 8) Provide hose bib.
 - 9) Collect wastewater in accordance with this Specification.
- c. Equipment Room (Contaminated Area): The Asbestos Abatement Contractor shall require work equipment, footwear, and additional contaminated work clothing to be left here. This is a change and transit area for workers. Separate this room from the Work Area by a 6-mil polyethylene curtained doorway.
- 1) Separate this room from the rest of the building with air-tight walls fabricated of 6-mil polyethylene.
 - 2) Separate this room from the Shower Room and Work Area with air-tight walls fabricated of 6-mil polyethylene.
- d. Work Area (Applicable Only for Negative Pressure Enclosures): The Asbestos Abatement Contractor shall separate Work Area from the Equipment Room by polyethylene barriers.
- 1) Alternate methods of providing decontamination facilities may be submitted to the Owner for approval. Do not proceed with any such method(s) without written authorization of the Owner.

C. Decontamination Sequence:

1. Entering Work Area:

- a. Worker enters the Change Room and removes street clothing, puts on two (2) clean disposable suits and one respirator, and passes through the Shower Room into the Equipment Room.
- b. Any additional clothing and equipment left in Equipment Room needed by the worker are put on in the Equipment Room.
- c. Worker proceeds to Work Area.

2. Exiting Work Area:

- a. Before leaving the Work Area, require the worker to remove all gross contamination and debris from disposal suits and feet. The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in contaminated end of the Equipment Room. Disposable coveralls are placed in a bag for disposal with other material. Decontamination procedures found in these Specifications shall be followed by all individuals leaving the Work Area.
- b. After showering, the worker moves to the Change Room and dresses in either a new disposal suit for another entry, or street clothes if leaving.

1.15 PROJECT DECONTAMINATION

- A. This section details the decontamination procedures and final clearance procedures to be followed in the Work Area which has been or may have been contaminated by the elevated airborne asbestos fibers generated during abatement activities.
- B. Work of this section includes the decontamination of air in the Work Area which has been or may have been contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to asbestos-containing materials in the space.
- C. Work of this section also includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:
 1. Primary and critical barriers erected by work of this section (where applicable).
 2. Decontamination enclosures erected by work of this section.
 3. Temporary pressure differential system installed by work of this section.
- D. Decontamination of Temporary Enclosure Areas:
 1. Start of Work: Work of this section begins with the cleaning of the primary barrier. At start of work the following will be in place:
 - a. Critical barrier which forms the sole barrier between the Work Area and other portions of the building or the outside.
 - b. Critical barrier sheeting over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings including openings through ceiling leading to 1st floor, above.
 - c. Decontamination Units for personnel and equipment in operating condition.
 - d. Temporary pressure differential system in operation.

E. Cleaning of Temporary Enclosure Areas:

1. First Cleaning: Carry out a first cleaning of all surfaces of the Work Area including plastic sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. Note: A HEPA vacuum will fail if used with wet material unless set up for wet use. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces. Immediately following the cleaning of the secondary plastic, remove all secondary barrier sheeting, leaving only:
 - a. Critical barrier, which forms the sole barrier between the Work Area, remaining structures, other portions of the building, or the outside.
 - b. Critical barrier sheeting over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
 - c. Decontamination Unit in operating condition for personnel.
 - d. Temporary pressure differential system maintained in continuous operation.

F. Work Area Clearance Criteria of Temporary Enclosure Areas:

1. Visual Inspection:
 - a. When the area is ready for final inspection, notify the Owner to perform a complete visual inspection of the entire Work Area including Decontamination Unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings. The area shall be inspected for debris from any sources, residue on surfaces, dust, or other matter. If any such debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point.
 - b. The Asbestos Abatement Contractor shall provide adequate lighting (as determined by the Owner) on all surfaces in the Work Area to be subjected to visual inspection. In addition, provide handheld lights or provide 150 foot candles at 4 feet, capable of reaching all locations in the Work Area. Provide ladders, scaffolding, and lifts as necessary to allow access to all surfaces in the areas subject to visual inspection by the Owner.
 - c. The Work Area will be considered visually clean when there is no evidence of visible dust and debris on any surface. Owner reserves the right to obtain dust samples for asbestos analysis for cleanliness verification.
 - d. When the area is visually and quantifiably clean, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing on the certification by the Owner.
 - e. When Owner determines that completion of the cleanup is satisfactory and the visual inspection form is complete, the Asbestos Abatement Contractor will be directed to encapsulate the Work Area.

2. Encapsulation:

- a. When the Owner determines by visual inspection that cleanup has been satisfactorily complete, the Asbestos Abatement Contractor shall apply a coat of post-abatement surface sealer (lock down encapsulant) to the inside surface of the containment barrier and to other coverings and surfaces in the Work Area.
- b. All wet surfaces shall be allowed to dry thoroughly (at least 1 hour). The Owner will then inspect the area.
- c. When the Owner determines that the post-abatement sealant application is satisfactory and has sufficiently dried, the Owner shall complete the post abatement clearance sampling as specified in this section.
- d. When the Owner determines that the post-abatement clearance samples are satisfactory and the clearance form (included in this section) has been completed, the Asbestos Abatement Contractor shall remove the remaining containment barriers in and under the Work Area, carefully folding the contaminated sides inward. The Asbestos Abatement Contractor shall inspect and HEPA vacuum or damp mop as necessary. The Decontamination Enclosure System, when used, shall be removed last, carefully folding the contaminated sides of plastic inward. All materials used in the enclosures and barriers, and all cleaning materials and equipment shall be treated as asbestos-containing waste unless cleaned by the Asbestos Abatement Contractor and approved by the Owner.
- e. The Asbestos Abatement Contractor shall re-clean as necessary.

CERTIFICATE OF WORK AREA CLEARANCE

Following is an example of "Certificate of Visual Inspection." This certification is to be completed by the Asbestos Abatement Contractor and certified by the Owner at completion of each functional space worked in.

NOTES:

ASBESTOS ABATEMENT CONTRACTOR CERTIFICATION OF VISUAL INSPECTION

In accordance with *PARAGRAPH 1.15 - PROJECT DECONTAMINATION*, the Asbestos Abatement Contractor hereby certifies that they have visually inspected the Work Area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

Identity of Work Area: _____

By (Signature): _____ **Date:** _____

Print Name: _____

Print Title: _____

OWNER WORK AREA CLEARANCE CERTIFICATION

The Owner hereby certifies that they have accompanied the Asbestos Abatement Contractor on his visual inspection and verifies that this inspection has been thorough and air clearance sampling valid according to the Contract Specifications to the best of their knowledge and belief.

Identity of Work Area: _____

Air Sample Identification #: _____

Flow Rate: _____

Air Sampling Results: _____

Volume: _____

Analyzed By: _____

Time Sample Taken: _____

NOTES:

APPROVED FOR RE-OCCUPANCY

By (Signature): _____ **Date:** _____

Received By Owner: _____ **Date:** _____

1.16 TEMPORARY PRESSURE DIFFERENTIAL SYSTEM

This section details the use of air filtration machines in a temporary enclosure. The engineering controls of temporary enclosures and temporary pressure differential systems are required on the project when removing asbestos-containing and asbestos-contaminated materials as specified.

- A. Asbestos Abatement Contractor shall protect owner and consultant from all patent infringements both real and implied.
- B. Air Filtration Devices: Supply the required number and size of asbestos HEPA air filtration units to the site in accordance with these Specifications.
- C. Temporary Pressure Differential: Provide a fully operational air system within the Work Areas requiring negative pressure enclosures, maintaining continuously a temporary pressure differential across Work Area enclosures of -0.02 inches of water.
- D. Monitoring: Continuously monitor and record the temporary pressure differential between the full enclosure Work Area and the building outside of the area with a manometer device incorporating a strip chart recorder. Temporary pressure differential strip chart records are to be copied onto 8½ X 11 paper and incorporated into the project files and a copy of each is to be included in the project closeout documentation. Asbestos Abatement Contractor shall supply monitoring device and strip chart recorder at no additional cost to the Owner when required.
- E. Preparation of the Work Area:
 - 1. Determining the Ventilation Requirements: Provide fully operational temporary pressure differential systems supplying a minimum of 4 air changes every hour when and where required.
 - 2. Location of Exhaust Units: Locate exhaust unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses work area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources. Install one or more operational air filtration units, working during any abatement activity as a scrubbing unit not necessarily exhausted outside when necessary to maintain air flow in the Work Area.
 - 3. Place end of unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape.
 - 4. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with overload device tied into an electrical panel which has sufficient spare capacity to accommodate the load of all temporary pressure differential units connected. Dedication of an existing circuit may be accomplished by shutting down existing loads on the circuit.
 - 5. Testing the System: Test temporary pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) one at a time. Demonstrate operation and testing of temporary pressure differential system to Owner.

6. Demonstration of the temporary pressure differential system to the Owner will include, but not be limited to the following:
 - a. Plastic barriers and sheeting move lightly in toward Work Area.
 - b. Curtain of decontamination units move lightly in toward Work Area.
 - c. There is a noticeable movement of air through the decontamination unit. Use smoke tubes to demonstrate air movement from Clean Room to Shower Room, from Shower Room to Equipment Room, and from Equipment Room to Work Area.
 - d. Use smoke tubes to demonstrate a positive motion of air across all areas in which work is to be performed.
 - e. A continuously reading manometer with strip chart recorder indicating -0.02 inches.
 - f. Modify the temporary pressure differential system as necessary to successfully demonstrate the above.

F. Use of System During Abatement Operations:

1. Start exhaust units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential until decontamination and final air clearance of the Work Area are complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down temporary pressure differential air system during encapsulating procedures unless authorized by the Owner in writing.
3. Start abatement work at a location farthest from the exhaust units and proceed toward them, when and where feasible. This is suggested during floor debris cleanup to minimize re-contamination of previously cleaned floor and support column pedestal work areas. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and HEPA AFD units are operating again.
4. Dismantling the System: When results of final (clearance) air tests indicate that the area has been decontaminated, exhaust units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, and seal intake to the machine with 6-mil polyethylene with proper labeling to prevent environmental contamination from the HEPA filter.

- G. Temporary Enclosures: This section is intended to describe the requirements for construction of enclosure barriers used to contain the asbestos fibers.

1. Materials:
 - a. Polyethylene Sheet: Provide a single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mils thick as indicated; and clear, frosted, or black as indicated.
 - b. Duct Tape: Provide duct tape in 2 inch or 3 inch widths as indicated, with an adhesive that is formulated to aggressively adhere to sheet polyethylene.
 - c. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to aggressively adhere to sheet polyethylene.

- H. Sequence of Work: Carry out work of this section sequentially. Complete each activity before proceeding to the next.

- I. Control Access: The Asbestos Abatement Contractor shall control access to all regulated areas in accordance with *PARAGRAPH 1.17*.

- J. Containment Barriers for Removal Operations Not Utilizing Glove Bags:
 1. The Asbestos Abatement Contractor shall erect an airtight containment barrier around the Work Area.
 2. Walls shall be covered with at least two (2) layers of 6-mil plastic sheet.
 3. If asbestos is not being removed from the building's ceiling surface or ceiling structure, the containment barrier shall include a ceiling consisting of one (1) layer (minimum) of 6-mil plastic sheet. If the walls and ceiling are not a continuous seamless structure, the lower edges of the ceiling plastic shall extend at least 12 inches down the walls and shall be sealed on the inside of the wall plastic.
 4. All surfaces of the Work Area shall be covered with at least 1 layer of 6-mil poly and sealed with tape. The flooring plastic shall extend at least 12 inches up on the walls. The walls shall then be covered with plastic from ceiling to floor level, thus overlapping the floor plastic by a minimum of 12 inches. The bottom portion of the wall plastic is thus overlapping the floor plastic. All joints in the plastic shall be overlapped at least 12 inches and all edges of the plastic shall be sealed with tape and glue. Additional layers of 4-mil (minimum) plastic sheet may be used as drop cloths to aid in cleanup of bulk materials. If the floor or wall plastic necessitates seams, the seams in successive layers of plastic sheet shall be staggered so as to reduce the potential for water or asbestos to penetrate through the covering. A distance of 6 feet between seams shall be deemed to be sufficient. If the containment leaks during the abatement process, the Asbestos Abatement Contractor shall cease work, clean the containment floor around the leaking area, remove the damaged plastic and replace with new plastic as necessary to prevent additional leaks. If using large amounts of water, the Asbestos Abatement Contractor must ensure that no leaks will occur. Any damage caused by water leaks will be the responsibility of the Asbestos Abatement Contractor.

5. The decontamination enclosure system described in this section shall be sealed to the containment barrier.
 6. Adequate portable fire extinguisher equipment shall be maintained within the work area, meeting at least the requirements of *29 CFR 1910.157*.
 7. The Asbestos Abatement Contractor shall post emergency exiting procedures and signs marking emergency and fire exits from the work area in accordance with the approved action plan.
- K. Decontamination Enclosure Systems shall be in accordance with this paragraph and *PARAGRAPH 1.17*.

1.17 REGULATED AREAS

- A. Work of this section consists of preparing a regulated area for work of the following Specifications:
1. *PARAGRAPH 1.15 – PROJECT DECONTAMINATION*
 2. *PARAGRAPH 3.01 – REMOVAL OF CLASS I ASBESTOS-CONTAINING MATERIALS*
 3. *PARAGRAPH 3.02 – REMOVAL OF CLASS II ASBESTOS-CONTAINING MATERIALS*
- B. Securing Work Area:
1. Secure Work Area from access by occupants, staff, or users of the building. Accomplish this where possible by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.
 2. Shut down and seal all HVAC supply and AFD exhaust units.
 3. Permit access to full negative pressure enclosure Work Areas only through the Decontamination Unit(s). All other means of access shall be closed off and sealed with warning signs displayed on the clean side of the sealed access when applicable. Clearly and conspicuously mark all emergency egress (exit) locations on the interior of the containment.
 4. Provide Warning Signs at each visual and physical barrier as specified in WISHA/OSHA Asbestos Standards.
 5. Alternate methods of containing the Work Area may be submitted to the Owner for approval. Do not proceed with any such method(s) without prior written approval of the Owner.

DIVISION 2 - SITE WORK

6. In the event of power failure, the Owner shall be notified immediately; all removal work is to be stopped immediately and the Work Area sprayed with amended water mist. If the power failure continues for 15 minutes, personnel shall leave the work area following the decontamination procedures as per *PARAGRAPH 1.14* and shall seal the Work Area to prevent dissemination of fibers. In the event that the power failure is likely to continue past the end of shift, the Work Area will be reentered by properly protected personnel, any previously disturbed asbestos-containing material will be sprayed with post-abatement surface sealer (encapsulant), and other actions shall be taken to minimize dissemination of fibers.
 7. If contaminated water leaks from the Work Area, the Owner shall be notified immediately. Any contamination outside the Work Area shall be wet-cleaned and HEPA-vacuumed to the satisfaction of the Owner. Porous surfaces such as saturated carpeting shall be considered asbestos contaminated materials and disposed of as such at no extra cost to the Building Owner.
 8. All surfaces and facilities inside of regulated areas shall be protected from asbestos contamination by a minimum of 1 layer of 6-mil polyethylene, unless surfaces are considered part of the Scope of Work.
 9. Setup and management of the Controlled or Regulated area are to be under the supervision of a Certified Asbestos Supervisor.
 10. Before start of work, comply with requirement for worker protection in *PARAGRAPH 1.13*.
 11. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
- C. Demarcation of Regulated Area: Demarcate each Regulated Area with a sheet plastic drop sheet as described below.

1. Post warning signs that carry the following legends:
 - a. First Sign: Provide warning signs at each locked door with lettering sized in 3-inch block style leading to the Controlled Area as follows:

KEEP OUT

- b. Second Sign: Immediately inside the locked door and outside the Controlled Area, post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 20 CFR 1926:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA**

DIVISION 2 - SITE WORK

- c. Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning "CAUTION - ASBESTOS REMOVAL." Install this ribbon at between 3 and 4 feet above the floor.
- D. Scheduling: Work may be carried out during those hours detailed in the Contract Documents – Work hours shall be 7:30 a.m. to 5:00 p.m. Monday through Friday.
- E. Establishment of a Regulated Area:
1. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 2. Cover floor in vicinity of Work Area and 10 feet beyond, with 6-mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape.
 3. Cover any objects in the Work Area, including but not limited to stored items with 6-mil polyethylene drop sheet.
 4. Seal all openings, supply and exhaust vents, and convectors within 10 feet of the Work Area with 6-mil polyethylene sheeting secured and completely sealed with duct tape.
 5. Perform the work per the appropriate Specification section while on plastic drop sheet.
 6. Immediately remove any asbestos-containing debris on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
 7. At completion of work in an area, complete the following before stepping off drop sheet:
 - a. While standing on plastic sheet, thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off the sheet.
 - b. The worker standing off the sheet shall HEPA vacuum thoroughly the worker standing on the sheet.
 - c. The worker on the sheet shall thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
 - d. If moving to the next Work Area in the same secured area, the worker on the drop sheet shall don clean foot covers, placing each foot in turn off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers.

8. If workday is complete or if next Work Area is in another secured area, all workers shall remove disposable suits turning them inside out while doing so.
9. Fold sheet and all its contents toward the center.
10. Place the sheet in a properly labeled disposal bag.
11. Partially close the bag and collapse it with the HEPA vacuum.
12. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
13. Clean all surfaces of the Work Area by use of a HEPA-filter vacuum and wet wiping until no visible residue remains.
14. At completion of work, require all workers to complete decontamination procedures in accordance with *PARAGRAPH 1.13*. Workers have the option of showering at the Decontamination Enclosure if needed or wanted.
15. Remove Respirators using the procedure in *PARAGRAPH 1.13* if shower was not used.
16. At the completion of work, require all workers to complete wet decontamination procedures in accordance with *PARAGRAPH 1.13*.

F. Existing Services:

1. In the event of power failure, the Owner shall be notified immediately; all removal work is to be stopped immediately and the Work Area sprayed with amended water mist. If the power failure continues for 15-minutes, personnel shall leave the work area following the decontamination procedures per *PARAGRAPH 1.14* and shall seal the Work Area to prevent dissemination of fibers. In the event that the power failure is likely to continue past the end of shift, the Work Area will be reentered by properly protected personnel, any previously disturbed asbestos-containing material will be sprayed with post-abatement surface sealer (encapsulant), and other actions shall be taken to minimize dissemination of fibers.
2. If contaminated water leaks from the Work Area, the Owner shall be notified immediately. Any contamination outside the Work Area shall be wet-cleaned and HEPA-vacuumed to the satisfaction of the Owner. Porous surfaces such as saturated carpeting shall be considered asbestos contaminated materials and disposed of as such at no extra cost to the Building Owner.
3. All surfaces and facilities inside of regulated areas shall be protected from asbestos contamination by a minimum of one (1) layer of 6-mil polyethylene, unless surfaces are considered part of the Scope of Work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plastic Sheet: Shall be polyethylene sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be:

<u>Application</u>	<u>Thickness</u>
Floor Barriers	6 mil
All others	6 mil

- B. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and of attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and shall be capable of adhering under dry and wet conditions, including wetting by amended water.

- C. Surfactant (Wetting Agent): Shall consist of 50% polyoxyethylene ether and 50% polyethylene ester, or equivalent, and shall be mixed with water at a concentration of one ounce surfactant to 5 gallons of water (or as recommended by the manufacturer in the case of an equivalent) to produce amended water.

- D. Post-Abatement Surface Sealer (Encapsulant, Lock Down Encapsulant): Surface sealers shall be rated as "Acceptable" using the test method described in the EPA document published as *National Technical Information Service Report PB 88-113 329/AS*, which is available from NTIS, 5285 Port Royal Road, Springfield, VA 22161. The report is summarized in *EPA Publication EPA/600/S2-87/091*, which is available from Center for Environmental Research Information, EPA, 26 Martin Luther King, Cincinnati, OH 45268.

- E. Disposal Bags: Provide 6-mil thick leak-tight polyethylene bags labeled with 2 labels with text as follows:

- 1. First Label: Provide in accordance with WAC 296-62-07721 of WISHA's Hazard Communication Standard:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

- 2. Second Label: Provide in accordance with U.S. Department of Transportation regulation on hazardous waste marking, *49 CFR parts 171 and 172*:

**RQ HAZARDOUS SUBSTANCE,
SOLID, NOS,
ORM-E, NA 9188
(ASBESTOS)**

- F. Additional labeling requirements including the date the material was collected for disposal, name of waste generator and the location that the waste was generated at, in accordance with *NWAPA Regulation 570*.

- G. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene. If hazardous chemicals are present in adhesives, provide MSDS to Owner and proper respiratory protection to workers.

2.02 TOOLS AND EQUIPMENT

- A. Airless Sprayer: Amended water and surface sealers shall be applied with an airless or other low-pressure sprayer or injector suitable for the specific application.
- B. Air Purifying Equipment: Equipment used for establishing negative pressure in the Work Area shall be HEPA-filtered, and shall not discharge an air stream outside of the Work Area with asbestos fiber concentration equal to or greater than 0.01 fibers/cc.
- C. Vacuum Equipment: All vacuum equipment used for cleanup shall be HEPA-filtered. At least one (1) HEPA vacuum shall be equipped with floor (hard surface and carpet) cleaning attachments.
- D. Transportation Equipment: Shall be suitable for loading, temporary storage, transport, and unloading of asbestos-contaminated materials without exposure to persons or property. Shall be currently registered with the State for transport of hazardous wastes and be currently certified by the State for vehicle inspection.
- E. Other Tools and Equipment: The Asbestos Abatement Contractor shall furnish all equipment such as lumber, nails, ladders, HEPA vacuums, and hardware and supplies which may be required to construct and dismantle the decontamination areas and the barriers that isolate the work area. The Asbestos Abatement Contractor shall provide other suitable tools for the abatement activities including, but not limited to hand scrapers, wire brushes, sponges, mops, and shovels.
- F. Electrical: Electrical tools and equipment shall meet all applicable codes and regulations, including, in particular, 29 CFR 1910.304(f)(5)(v), 29 CFR 1926.400-449. Ground fault circuit-interrupters shall be used at all times for all electrical equipment, as permitted by the *National Electrical Code, Paragraph 215-9 – Ground-Fault Protection for Personnel*. If an assured equipment grounding conductor program, as described by 29 CFR 1926.404(b)(1)(iii) is established and implemented, a description of the ground conductor program shall be included in the plan of action per *PARAGRAPH 1.04*.
- G. Provide enclosed or covered trucks to haul packaged waste and debris to landfill. Protect interior of trucks with critical and primary barriers as described in this section.

PART 3 - EXECUTION

3.01 REMOVAL OF CLASS I ASBESTOS-CONTAINING MATERIALS

- A. General:
 - 1. From the time the Asbestos Abatement Contractor is ready to begin asbestos removal until all barriers and decontamination systems are removed, per *PARAGRAPH 1.15* all personnel, equipment, materials, and waste containers leaving the work area shall be decontaminated as specified in *PARAGRAPHS 1.14 and 1.15*, as applicable.

2. The Asbestos Abatement Contractor shall regulate the area in accordance with *PARAGRAPH 1.17* and have the Owner's approval prior to the start of work.
3. The Asbestos Abatement Contractor shall comply with *PARAGRAPH 1.13 - WORKER PROTECTION* prior to the start of work.
4. The following procedures are minimum requirements for *Class I* asbestos work. The Asbestos Abatement Contractor may modify these procedures in their Plan of Action with approval of a Certified Industrial Hygienist or AHERA Project Designer. All changes must be approved by the Owner in writing.

B. Asbestos Removal Operations in Full Containment:

1. Construct negative pressure enclosures, decontamination units, and waste-load out units in accordance with *PARAGRAPH 1.14*.
2. The asbestos-containing material shall be sprayed or otherwise wetted with amended water. If sprayed, a fine low-pressure spray must be applied to minimize fiber emission during the spraying. The asbestos shall be sufficiently wetted to prevent airborne fiber concentrations in the work area in excess of the concentrations as specified in *PARAGRAPH 1.08*.
3. Removal of the asbestos-containing material shall be done in small sections. The asbestos-containing material shall be removed while wet and packed and sealed in asbestos-labeled plastic bags. The plastic bags may either be transported immediately or temporarily stored in the work area for later transport.
4. After completion of gross asbestos removal work, all surfaces from which asbestos has been removed shall be wire-brushed and/or wet-scrubbed or cleaned by an equivalent method to remove all visible asbestos-containing material. During this work, the surfaces being cleaned shall be kept wet whenever feasible.
5. All materials, equipment, tools and bagged waste taken from the Work Area after the initiation of work designated in this section shall be thoroughly decontaminated as follows:
 - a. Tools, Equipment, Other Materials: Workers shall remove gross contamination from the material and their clothing before leaving the work area. Workers proceed to the Contaminated/Equipment Room where tools and equipment shall be washed.
 - b. After washing, tools, equipment, and materials are passed into the Shower Room, where they may be re-washed, and must be re-washed in the shower if necessary to remove visible debris. Tools, equipment, and materials are passed from the Shower Room into the Equipment/Waste Removal Room and then outside the decontamination enclosure.

- c. Bagged Waste: Workers shall remove gross contamination from the bagged waste and their clothing before leaving the Work Area. Workers take bagged waste to the equipment/waste removal room, where the bags are wet-cleaned. After the bagged waste is wet-cleaned in the equipment/waste room, the bags shall be handed into the clean room where they shall be placed in a second, clean labeled plastic bag, sealed, washed, and handed into the uncontaminated area, or washed and handed into the Equipment/Waste Removal Room to be placed into clean, labeled drums. The waste material in sealed double containers (two bags, or a bag and a drum) is passed from the Equipment/Waste Removal Room to outside the decontamination enclosure.

6. Dispose of all debris as asbestos containing in accordance with *PARAGRAPH 3.03*.

3.02 REMOVAL OF CLASS II ASBESTOS-CONTAINING MATERIALS

- A. Comply with *PARAGRAPHS 1.13* and *1.17* prior to start of removal of asbestos-containing materials.

- B. The procedures in this section may only be used for the removal of the asbestos-containing materials listed in *PARAGRAPH 3.02 A*.

- C. General Procedures for Vinyl Floor Tile and Mastic Abatement:

1. Critical barriers shall be placed over all openings to the regulated area.
2. Place a layer of 6-mil poly on the sides of the walls 12 inches up the wall surfaces in the area of abatement to contain materials.
3. Use continuous water sprinkling to limit dust and dirt rising and scattering in air to lowest practical level. Comply with environmental regulations pertaining to environmental protection.
4. Use manual methods to dislodge and remove vinyl tile intact (if possible) and mastic from specified floor surfaces.
5. Dry sweeping is prohibited.
6. Mechanical removal is prohibited unless performed in a negative pressure enclosure described in *29CFR1926.1101*.
7. Immediately remove all dusts and debris with a HEPA vacuum to avoid accumulations.
8. Remove disposable suits and place these into bag with waste.
9. Dispose of all debris as asbestos containing in accordance with *PARAGRAPH 3.03*.
10. At the completion of work, decontaminate workers in accordance with decontamination Specifications.

D. General Procedures for Non-friable Roofing Materials Abatement:

1. Remove non-friable asbestos-containing roofing material intact unless it is shown that it cannot be removed intact.
2. Dust control methods shall be used as necessary to assure no fugitive dust is generated from the removal of nonfriable asbestos-containing roofing materials.
3. Use manual methods to dislodge and remove the asbestos-containing roofing material such as spud bar and knife. Cutting machines may be used in accordance with *WAC 296-62-07712(10)(b)*.
4. Immediately remove all dusts and debris with a HEPA vacuum.
5. Removed roofing material shall be lowered to the ground via closed chute or wrapped in plastic sheeting, no later than the end of the work shift.
6. The Contractor shall continually monitor the chute, dumpster, and adjacent areas to ensure there is no fugitive roofing debris. Debris shall be immediately cleaned up and placed in the proper waste receptacle.
7. Removed roofing material shall then be transferred to a closed receptacle in a manner that precludes the dispersion of dust which is labeled according to NWAPA requirements as nonfriable asbestos-containing roofing materials.

E. General Procedures for Other Class II Abatement:

1. Remove asbestos-containing materials intact unless shown that the material cannot be removed intact.
2. Use continuous water sprinkling to limit dust and dirt rising and scattering in air to lowest practical level. Comply with environmental regulations pertaining to environmental protection.
3. Use manual methods to dislodge and remove the asbestos-containing material.
4. Immediately remove all dusts and debris with a HEPA vacuum.
5. Removed asbestos-containing material shall be removed, immediately bagged or wrapped or kept wetted until transferred to a closed receptacle no later than the end of the work shift.
6. Dispose of all debris as asbestos containing in accordance with *PARAGRAPH 3.03*.
7. Remove disposable suits and place these into bag with waste.
8. At completion of work, decontaminate workers in accordance with decontamination sections of these Specifications.

- F. Asbestos Removal Operations Combining Mini-Enclosure and Glove Bag Procedures: The Asbestos Abatement Contractor shall, in accordance with *WAC 296-62-07712(7)(b)*, start abatement activities on asbestos-containing pipe insulation utilizing glove bags. The following procedures shall be strictly adhered to:
1. Glove bag removal will not be allowed on pipes with temperatures in excess of 150°F.
 2. Glove bags shall be smoke-tested for leaks and any leaks shall be sealed prior to use.
 3. Glove bags may be used only once and may not be moved.
 4. Prior to disposal, glove bags shall be collapsed by removing air within them by using a HEPA vacuum.
 5. At least 2 persons shall perform all glove bag removals.
 6. Remove ACM pipe insulation and pipe using the following procedures:
 - a. Seal all openings of supply and exhaust vents within 10 feet of work within a functional space.
 - b. HEPA vacuum the work site. Pre-clean all surfaces within a 6 foot radius of the ACM material to be removed. Wrap and seal loose and friable asbestos-containing material adjacent to the glove bag operation in 2 layers of 6-mil poly.
 - c. Wet surface with amended water or removal encapsulant.
 - d. Place a layer of 6-mil poly as a drop sheet beneath the area the glove bag is fastened.
 7. Once all abatement activities have been conducted in a single work area, the Asbestos Abatement Contractor shall conduct clearance activities.
 8. Following completion of removal of all pipe and ACM and all incidental asbestos-containing materials associated with the project, the Asbestos Abatement Contractor shall apply an approved lock-down encapsulant as necessary to comply with standard abatement practices.

3.03 DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

- A. Package all asbestos-containing waste material and contaminated debris in accordance with the provisions of these Specifications and dispose of the waste at designated landfills in compliance with all applicable regulations within 10-days of material removal.
- B. Double-bag (2 6-mil polyethylene disposal bags) all asbestos-containing waste and contaminated debris; bags shall not be over-filled and shall be securely sealed to prevent accidental opening or leakage. If sharp objects are included in the asbestos-containing waste, bags shall be placed in fiberboard drums for transportation to the landfill.

DIVISION 2 - SITE WORK

- C. Warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, shall be affixed to the sides and lid, where applicable, of all containers. Warning labels must be conspicuous and legible, and conform to the requirements of *29 CFR 1926.1101*, as well as applicable WISHA and DOE regulations. Minimum labeling requirements shall be asbestos warning labels, date of removal, building name, and building address.
- D. Remove bagged or drummed materials from the building on a daily basis. Asbestos Abatement Contractor is responsible for protecting remaining finishes along route of transport through facility.
- E. Do not store containerized materials outside of the Work Area. Containerized materials can be stored for no more than 8-hours within the Work Area. Take containers from the work area directly to a sealed truck or lined receptacle. Carefully load containerized waste in fully enclosed trucks or other appropriate vehicles for transport. Exercise care before and during transport to ensure that no unauthorized persons have access to the material.
- F. Prior to shipment of the asbestos-containing waste, the Asbestos Abatement Contractor shall make available the transport vehicle and the waste for inspection by the Owner so that the Owner can check the amount of waste (for example, number of bags or drums, or volume of waste) and its condition (for example, whether the bags or drums appear to be sealed and not leaking).
- G. At disposal site, carefully unload sealed plastic bags from the truck. If bags are intact and drums are not contaminated, the drums may be reused. Treat any drums that have been contaminated as asbestos-containing waste and dispose of in accordance with these Specifications.
- H. Waste manifest(s) signed by the Asbestos Abatement Contractor and the Owner shall be provided to the Owner at the time that asbestos-containing materials are removed from the facility property. Completed waste manifest(s) signed by Asbestos Abatement Contractor, the disposal facilities, and any additional transporter(s), transferor(s) and/or treater(s) shall be provided to the Owner within 10 days of the time at which the asbestos-containing wastes are received at the disposal facilities. Completed certificate(s) of destruction signed by the Asbestos Abatement Contractor, the destruction facilities, and any additional transporter(s), transferor(s), treater(s), and/or disposal facilities shall be provided to the Owner within 10 days of the time at which the materials are destroyed. For any state requiring registration of asbestos-containing waste hauling vehicles and/or asbestos-containing waste hauling drivers, the Asbestos Abatement Contractor shall provide proof that all such vehicles and/or drivers used under this contract are currently so registered.
- I. At completion of hauling and disposal of each load, submit a copy of the chain of custody form and landfill receipt to the Owner. Comply with all paperwork and response times stipulated in applicable regulations.
- J. The Asbestos Abatement Contractor shall be responsible for the ultimate disposal and/or destruction of asbestos-containing wastes at approved disposal and/or destruction site(s) according to all applicable regulations.

END OF SECTION 02080

**SECTION 02200
EARTHWORK**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general earthwork requirements.

1.02 JOB SITE REQUIREMENTS

- A. Earthwork operations shall not be performed if the weather conditions, in the opinion of the Engineer, are inappropriate. Work in muddy or frozen ground will not be allowed.
- B. The Contractor shall maintain proper drainage at all times.
- C. Stockpiles:
 - 1. All stockpile locations shall be approved by the Engineer and shall be located so as not to interfere with other work, impact the waterway, or disturb adjoining property owners.
 - 2. Stockpiles shall not exceed 10 feet in height. Stockpiles shall be protected from tides, wind, and rain.
- D. The Contractor shall maintain stormwater and sediment controls at all times. Sediment controls shall be on-site prior to construction.
- E. All demolished materials must be removed from site, no burying allowed.
- F. Native soil on site shall meet the requirement for common borrow.
- G. Site shall have a finished grade as to not pool water.
- H. Blackberry removal shall include mechanical removal, grubbing of soils, and reseeding of disturbed ground. Blackberries shall be disposed of at an approved landfill.

1.03 REFERENCES

WSDOT – Standard Specifications for roads, bridges, and municipal construction (M41-10), latest edition.

1.04 SUBMITTALS

Submit the following information: Gradation analysis and certified test results for all imported fill material and onsite material to be incorporated into the work.

PART 2 - PRODUCTS

2.01 BACKFILL MATERIALS

- A. Common Borrow: Common borrow shall be defined as fill required to raise existing grade or backfill excavations beyond 5 feet of a structure or as trench backfill above pipes or conduits. Common borrow shall be material from common excavation or from a borrow site which is free of deleterious materials. Deleterious material includes wood, organic waste, or any other objectionable material greater than three (3) percent by weight.
- B. Sand shall be clean and uniformly graded and meet the gradation of *WSDOT 9-03.1(2)B, Class 1*.
- C. Ballast Rock: Rock shall be hard, sound, and durable with at least one (1) face fractured. Rock shall be free of frozen material, debris, and organics, and meet the gradation of *WSDOT 9-03.9(1)*.
- D. Crushed Surfacing Base Course (CSBC) and Top Course (CSTC) shall be manufactured from ledge rock, talus or gravel, uniform in quality, substantially free of wood and other extraneous material, meeting the requirements of *WSDOT 9-03.9(3)*.
- E. Trench Backfill shall meet the requirements of *WSDOT 9-03.10* with 100% of material passing through a 2 ½ inch screen.
- F. Structural Fill shall meet the following requirements for Gravel Backfill:

TABLE 02220 - 2.02F	
Sieve Designation	Percent Passing by Weight
2 Inches	100
1/2 Inch	60-80
No. 4	30 Maximum
No. 200	0-5
Sand Equivalent	45 Minimum

- 1. Foundations: *WSDOT 9:03.12(1) A or B*
- 2. Walls: *WSDOT 9-03-12(2)*

PART 3 - EXECUTION

3.01 FILL MATERIAL

- A. Each lift of fill material shall be spread uniformly in horizontal layers and compacted in accordance with the following table:

TABLE 02220 - 3.01			
Type of Material	Max. Loose Lift Placed (inches)	Percent Compaction*	Application
Common borrow	24	90	General fill**
Sand	6	95	Pipe and conduit bedding, fill under structures
Ballast rock	8	90	Fill under other materials, where noted
Crushed surfacing base course	<u>Total Depth</u> 2	95	Subgrade for crushed rock or asphalt pavement surface/finished crushed rock surface such as parking lots, driving areas
Trench backfill	6	90	Fill above pipe bedding
Structural fill	6	95	Fill under structures and wall backfill***
Structural fill	12	90	Fill around structures**
Pipe bedding	6	95	Pipe and conduit bedding
Drain rock	6	95	Backfill in drain trenches
Gravel borrow	12	90	Select Fill****
Quarry spalls	12	90	Rock lining for outfall channel

* Percent compaction at maximum dry density as determined in accordance with ASTM D1557.

** All fill and backfill not under structures and beyond 5-foot concrete slabs, walls, and footings.

END OF SECTION 02200

**SECTION 02270
SLOPE PROTECTION AND EROSION CONTROL**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section specifies sediment control, silt fences, and erosion protection as required for completion of this project.

1.02 REFERENCES

ASSHTO T-85 Standard method of test for specific gravity and absorption of course aggregate.

WSDOT Standard Specification for Road, Bridge, and Municipal Construction.

1.03 JOB SITE CONDITIONS

Work area shall be maintained to prevent stormwater or sediment runoff into the adjoining water body.

PART 2 - PRODUCTS

2.01 SILT FENCE

Material shall meet the requirements *WSDOT 9-33.2(1), Table 6.*

2.02 POSTS

Silt fence support posts shall be steel or wood of sufficient length to support the fence without sagging, bending, or otherwise collapsing.

2.03 SUPPORT WIRE

Support filter fabric where shown on the Drawings or required for strength with 14-gauge woven wire mesh field fencing.

2.04 STRAW WATTLES

Straw wattles shall consist of straw wrapped in biodegradable tubular plastic or similar encasing material. Wattles shall be 8 to 10 inches in diameter.

PART 3 - EXECUTION

3.01 TEMPORARY SILT FENCES

- A. The Contractor shall be fully responsible to install and maintain temporary silt fences as part of their erosion control submittal to protect waterway, neighbors, public road and ditches.

- B. The silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water without soil to pass through the fence.
- C. The minimum height of the top of the silt fence shall be 30 inches above the original ground surface, and fence shall follow the contours of the ground.
- D. Damaged and otherwise improperly functioning portions of silt fences shall be repaired or replaced to the Engineer's satisfaction at the Contractor's expense.
- E. Sediment deposits shall either be removed when the deposit reaches approximately 1/2 the height of the silt fence, or a second silt fence shall be installed as determined by the Engineer.
- F. At the completion of all earthwork, remove only those silt fences that are no longer necessary to control sediment. Review with Engineer prior to removing silt fences. Remove and properly dispose of all accumulated deposits, silt fence, and associated components.
- G. Attach support wire and filter fabric with staples or wire rings.

3.03 TEMPORARY STRAW WATTLES

- A. The Contractor shall be fully responsible to install and maintain temporary straw wattles at the locations required.
- B. The straw wattles shall prevent soil carried by runoff water from going beneath, through, or over the top of the wattle.
- C. Damaged and otherwise improperly functioning portions of the wattle shall be repaired or replaced to the Engineer's satisfaction at the Contractor's expense.
- D. Sediment deposits shall either be removed when the deposit reaches approximately 1/2 the height of the wattle, or a second wattle shall be installed as determined by the Engineer.
- E. Wattles shall be fully removed after soils have been graded, seeded and mulched or otherwise stabilized in a manner approved by the Engineer.

END OF SECTION 02270

**SECTION 02930
LAWNS AND GRASSES**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies seed, fertilizer, and mulch to restore areas disturbed by excavations and construction equipment.

1.02 SEQUENCING

Seeding shall take place after ground disturbing activities have been completed. Notify Engineer at least 72-hours prior for seeding.

PART 2 - PRODUCTS

2.01 SEED

Seed shall meet the following requirements:

TABLE 02930 - 2.01			
Kind/Variety Seed in Mixture	Percent by Weight	Percent Pure Seed	Minimum Percent Germination
Chewing Fescue	40	39.20 Minimum	90
Colonial Bentgrass var. Astoria	10	9.80 Minimum	85
Perennial Rye	40	39.20 Minimum	90
White Clover Pre-Inoculated	10	9.80 Minimum	90
Inert and Other Crops		1.0 Maximum	
Noxious Weed			None
"Ladino"	Not Acceptable		

2.02 FERTILIZER

Fertilizer shall consist of a commercial fertilizer with the following formulation:

- A. Nitrogen (inorganic as Ureaform) - 12.8 percent
- B. Phosphoric Acid (P205) - 18.0 percent
- C. Potash (K20) - 18.0 percent

2.03 MULCH

Mulch shall consist of a straw mulch or wood cellulose fiber.

PART 3 - EXECUTION

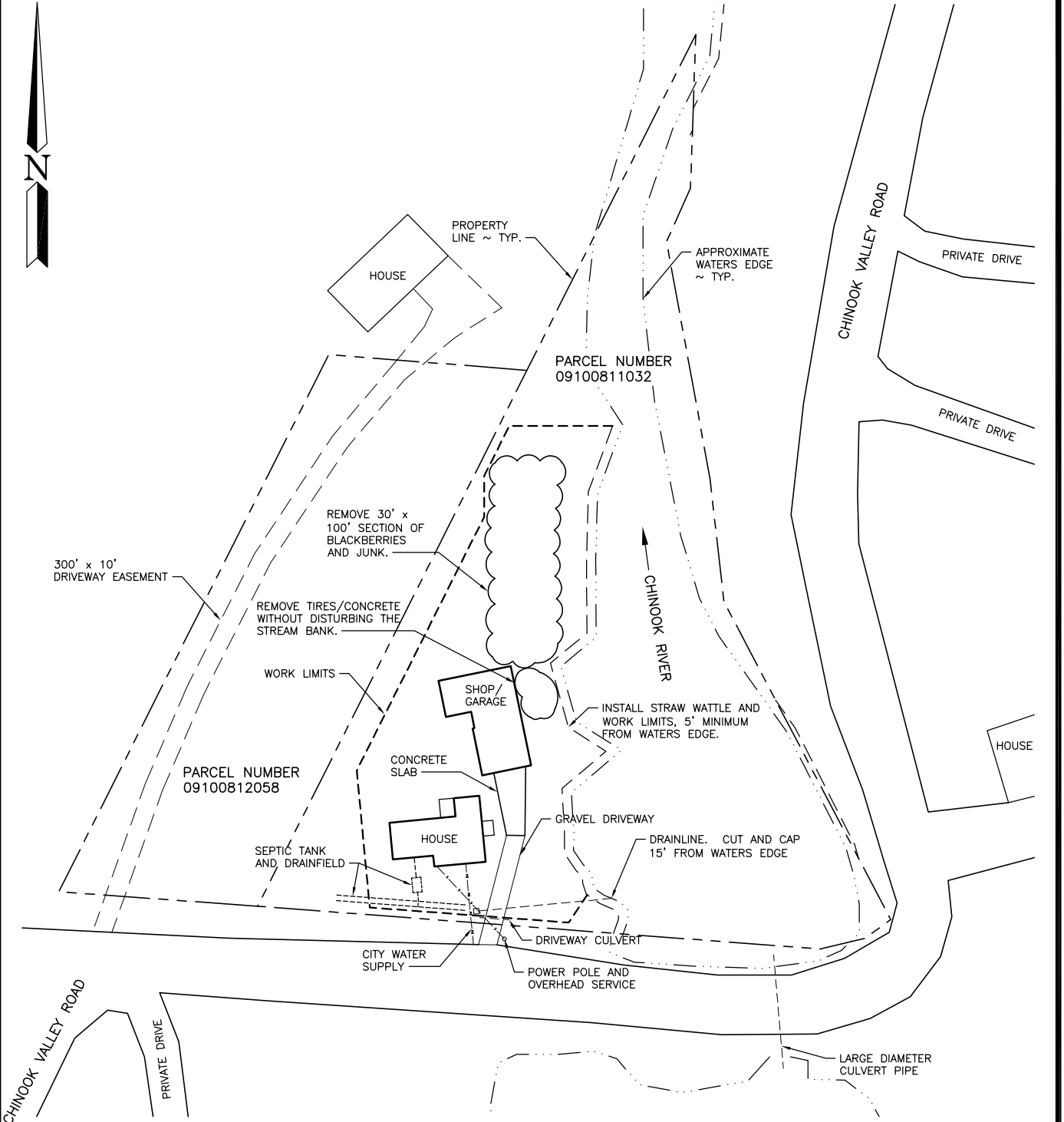
3.01 PREPERATION

Ensure backfilled excavations have been compacted to match surrounding terrain and scarify disturbed areas to a minimum 2-inch depth.

3.02 SEEDING, FERTILIZING, AND MULCHING

- A. The hydro-seeding operation shall include the installation of seed, fertilizer, mulch, and tackifier with a tracer to verify uniform application in accordance with *WSDOT Spec. 8-01.3(4)A*.
- B. Manual seeding, fertilizing, and mulching is also allowable. Seeding and fertilizer distribution shall be approved in writing by the engineer prior to mulching.
- C. Seed shall be applied at a rate of 0.3 pounds per 100 square feet.
- D. Mulch shall be applied at a rate of 4.6 pounds per 100 square feet

END OF SECTION 02930



ADDRESS:
 149 CHINOOK VALLEY ROAD
 CHINOOK, WA. 98614

PARCEL NUMBERS
 09100811032
 09100812058

**WASHINGTON STATE
 DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY K. KUYKENDALL
 DRAWN BY D. SMITH
 DATE 4/23/2021
 FILE NAME R05020211t001.dwg

APPROVED BY _____

JOHNS RIVER WLA, CHINOOK UNIT

MARTIN PROPERTY DEMOLITION

PROPERTY SITE PLAN

PROJECT NO.
 PC:R50:2021-1

SHEET	OF
1	1