



## **City of Kenmore**

### **Invitation to Bid 23-C2966**

### **Demolition of City Owned Property – 6215 NE Bothell Way**

Advertised: 7/21/2023

Site Visit: 7/26/2023

Bids Due: 8/2/2023 4:30 PM

# PART 1 – GENERAL

## 1.1 WORK LOCATIONS

- A. All work will be performed under the terms of a City of Kenmore Small Works Contract; a blank copy of the contract is included in Appendix C of these specifications. The work described within these technical specifications shall be completed at the City owned property located at 6215 NE Bothell Way in Kenmore, WA. A site plan and photos are included in Appendix A.

## 1.2 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents or attached appendices, the Contractor shall:

- A. Provide notification for asbestos removal to Puget Sound Clean Air Agency. Remove and legally dispose of all asbestos containing materials from the site in accordance with federal, state, local regulations, and Part 4 of these technical specifications and provide the required disposal documentation per Part 4 of these technical specifications. Asbestos containing materials are known to exist on site; see the asbestos reports in Appendix B for more information.
- B. Complete the demolition work in accordance with these technical specifications and any site plans or exhibits included with these technical specifications or in the Contract Documents for the site.
- C. Remove and legally dispose of all structures, trash, rubbish, walls, floors, foundations, porches, steps, equipment, materials, debris, and hazardous waste from within the limits of work, as shown in the site plans attached in Appendix A, in accordance with these specifications and all applicable federal, state, and local regulations.
- D. Re-grade the site, in accordance with these specifications, to remove any hazards and maintain existing drainage patterns.
- E. Disconnect and cap sewer connections from the site, in accordance with these specifications. Contractor shall obtain and pay for applicable sewer disconnect permits from Northshore Utility District.
- F. Provide stabilization and seeding, in accordance with these specifications, for all exposed soils created during the project.

Unless directed otherwise in the Contract Documents or attached appendices, the City will provide the following:

- G. Disconnect water and power services before demolition.
- H. Acquire and provide applicable City permits required for demolition (will require Contractor information, including any sub-contractors)
- I. Conduct any required rodent abatement prior to demolition.

## 1.3 TIME LIMITATIONS

- A. Notice to Proceed: The notice to proceed for this project shall be issued within 10 - days of contract award provided that the contractor has provided all documentation required; failure to supply the required documents within the 10-day period may result in the contractor being deemed unresponsive and the City contracting with the next lowest bidder. If weather

conditions are not favorable for begin work on such date, as determined by the project manager, the Notice to Proceed date may be postponed further to preserve working days.

- B. Project Completion: All work described in these technical specifications is to be completed by September 29, 2023. Note that the City will need 15 days to complete rodent abatement prior to demolition work. A working day shall be any weekday after the notice to proceed unless granted a time extension as defined below (Section 1.3.C), and any Saturday that the contractor elects to perform work.
- C. Time Extensions: If the contractor deems a day to be unworkable, they must submit a request in writing to the Project Manager by 10:00 a.m. that day; email submissions of the request are acceptable. The request shall include the date of the unworkable day(s) and the reason(s) that the contractor has deemed the day unworkable. The City reserves the right to deny the request if adequate reasoning is not provided. No adjustment in the bid price will be permitted for unworkable days or project delays which are not directly resulting from City direction.

#### 1.4 PROTECTION OF THE PUBLIC AND PROPERTIES

- A. Littering & Waste:
  - 1. The Contractor shall be responsible for removing any demolition debris, sediment, or mud from any street or right-of-way resulting from the execution of the demolition work. Costs of cleaning up any litter or mud shall be borne by the Contractor.
  - 2. Littering of the site shall not be permitted.
  - 3. All waste materials shall be promptly removed from the site in accordance with applicable state and federal regulations and laws.
- B. Street Lane Closure:
  - 1. Lane closure is not anticipated for this project as there is full access to the structure from an adjacent asphalt parking area. However, if it should become necessary to close any traffic lanes, the Contractor shall notify the Project Manager a minimum of 24 hours in advance and submit a traffic control plan (MUTCD or equivalent) for approval.
  - 2. If contractor operations require closing a lane of traffic, the Contractor will be responsible for providing adequate barricades, warning signs, and flaggers in accordance with MUTCD standards and the required traffic control plan; the cost of all traffic control measure shall be included in the lump sum bid amount.
  - 3. Lane closure may only occur between the hours of 9:00 am and 3:00 pm.
  - 4. Closure of the bus lane on NE Bothell Way requires notification to King County Metro.
- C. Protection of Adjacent Properties:
  - 1. Adjacent Property: The Contractor shall not damage or cause to be damaged any public right-of-way or adjacent private property, including structures, parking lots, drives, streets, sidewalks, utilities, lawns, or landscaping. Any cost of repairs, including required permits, shall be borne by the contractor.
  - 2. Existing Utilities: The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. Any cost incurred by the City in repairing damaged utilities shall be borne by the Contractor.
  - 3. Temporary Fence: Temporary fencing shall be erected across the driveway of the site and any passable portions of the frontage as required in Section 3.08.B. Temporary

orange construction fence or temporary silt fencing shall be used to delineate the project work limits.

- D. Work Hours: The Contractor shall comply with the contract time restrictions and may not conduct any construction activity, including deliveries, outside of the time periods listed below:
- Monday – Friday: 7:00 am – 7:00 pm
  - No work will be permitted on Saturdays, Sundays, or City observed Holidays (potentially 7/4)
- E. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with Kenmore Municipal Code (KMC) 8.05.
- F. Atmospheric Pollution: The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the Project Manager shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
1. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.
  2. Covering or wetting any on-site stockpiles or exposed soils.
  3. Complying with all applicable hazardous waste laws and regulations as required.
- G. Erosion & Sediment Control: The Contractor shall keep sediment laden runoff from leaving the site and shall keep all road surfaces clean and free of sediment, dirt, and mud. Installation and maintenance of all erosion and sediment control measures shall comply with Appendix 'D' of the 2021 King County Surface Water Design Manual. The contractor will be required to provide and maintain the following erosion control measures, and the following measures shall be included in the lump sum bid amount:
1. Maintain the City's temporary construction entrance for the site. The construction entrance shall remain on the site after completion of the project and returned in the condition provided by the City at the beginning of the project.
  2. Install, maintain, and remove & dispose of silt fence as shown in the site plans included in Appendix 'A'. At the sole discretion of the Project Manager, the requirement to install the silt fence may be relaxed based on site and weather conditions, but the full quantity shall be available at all times that the contractor is onsite. After the site has been stabilized, all silt fence materials shall be remove and disposed of by the contractor. Any un-used material shall remain the property of the contractor.
  3. Install plastic covering over stock piles of exposed soils or hazardous waste as needed. Since the amount of plastic needed will vary based on contractor means and methods, the quantity needed is unknown. Contractor shall make an assessment of projected needs and include plastic for covering stockpiles in the lump sum bid amount.
  4. Sweep and remove all sediment, dirt, and debris from the roadway daily.
  5. Provide site stabilization as required in Section 3.07 of these specifications.
- H. Requirements for the Reduction of Fire Hazards:
1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, propane, kerosene, benzene, cleaning fluids, paints or thinners in containers, acetylene tanks, and similar substances.

2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
3. Fires: No fires or burning of materials of any kind will be permitted.
4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
5. Telephone Service: The Contractor shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. Cell phones are adequate to address this requirement provided they receive service at the job site. The Contractor's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.

## 1.5 RISK OF LOSS

- A. The Contractor shall accept the site in its present condition and shall inspect the site for its character and condition. The City assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. Contractor shall be responsible for maintaining a safe work environment for all authorized personnel onsite and shall provide the necessary safety equipment required.

## 1.6 PROPERTY OWNERSHIP

- A. Structures: Upon Notice to Proceed, all rights and interest of the City in and to buildings, structures, and other property to be demolished and/or removed by the Contractor on part or all of said project area shall be deemed to be vested in the Contractor. Contractor may re-use, recycle, re-sell, or disposed of such items or property in any manner they so choose, provided it is consistent with all Federal, State, County, and City laws, regulations, and codes.
- B. Other Items: All items on the property shall be removed prior to project completion; contractor may re-use, recycle, re-sell, or disposed of such items or property in any manner they so choose, provided it is consistent with all Federal, State, County, and City laws, regulations, and codes.
- C. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings, structures, and materials in strict accordance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition and site restoration.

## 1.7 VACATING OF BUILDINGS

- A. The structures identified in the Contract Documents have been vacated. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the Project Manager.

## 1.8 SITE CONTROL

- A. The demolition area shall be released to the Contractor upon Notice to Proceed. The Contractor shall have full control of the demolition progress and clearance of the site, subject to the provisions of the Contract Documents. Contractor shall be responsible for maintaining a safe work environment for all authorized personnel onsite and shall provide the necessary safety equipment required. Contractor shall be responsible for maintaining all temporary measures required for the demolition process or required by these specifications, including but not limited to all erosion and sediment control measures and security fencing.

## 1.9 PERMITS AND FEES

- A. The City shall obtain a City of Kenmore Demolition Permit and have power and water utilities removed from the site prior to demolition. The Contractor shall obtain any necessary permits for Puget Sound Clean Air Agency Asbestos notification and Northshore Utility District sewer disconnection. Any fees acquired after permits are issued will be paid by the contractor, including any fees for additional inspections. The Contractor shall obtain all other necessary permits and pay all permit fees that are required to perform the demolition work and/or dispose of any hazardous material onsite.

## 1.10 MEASUREMENT AND PAYMENT

- A. Measurement: Lump sum item.
- B. Payment: Payment will be at the contract lump sum price.
  - 1. The contract lump sum price shall include, but is not limited to:
    - a. Mobilization; including placement and removal of temporary fencing and erosion control measures.
    - b. Submittal to the Washington Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid in accordance with RCW 39.12 and coordinate the submittal of these documents for all sub-contractors in accordance with RCW 39.12.
    - c. Payment of prevailing wage rates to all employees.
    - d. Acquisition of required permits other than those included in these specifications (Section 1.9) and payment of all require fees, including additional inspection fees.
    - e. Any required traffic control measures.
    - f. Disconnection and capping of sewer service in accordance with Northshore Utility District's standards.
    - g. Removal of all buildings, building materials, contents of buildings, walls, foundations, materials, appliances, vehicles, trash, rubbish, and other miscellaneous debris from the site in accordance with these specifications and applicable state and federal laws and regulations, including any fees associate with dumping or disposing of materials and debris.



Prevailing Wages and an Affidavit of Wages Paid with the Washington Department of Labor and Industries; copies of the approved forms are required by the City of Kenmore prior to payment.

- E. Insurance: Contractor is required to carry insurance for the entire duration of the project length. Contractor shall provide to the City of Kenmore, a Certificate of Liability Insurance with the minimum rider amount below and all necessary supporting documents, and shall include the City of Kenmore as an additional insured. Minimum rider amounts are:
- Automobile Liability Insurance: \$1,000,000.00
  - Commercial General Liability Insurance (Single Occurrence): \$1,000,000.00
  - Commercial General Liability Insurance (Aggregate): \$2,000,000.00

## BID SUBMITTAL DETAILS

- A. Submittal Form: All bids shall be submitted on the forms included with these specifications in the Bid Documents section along with supporting documents as required (Appendix D). Bids submitted on documents other than the provided bid forms or bids submitted with incomplete or missing pieces of information may be considered unresponsive and will not be considered for contract award.
- B. Submittal Method: Bid submittals will be accepted in one of three ways: (1) electronic submittals, (2) in-person (hard copy) submittals, and (3) mailed submittals. Bids will not receive any benefit or weighted values based on submittal method utilized.
1. Electronic Submittals: Must contain the completed bid documents as an attachment in PDF or other image format and must be received by the submittal deadline listed below. Electronic submittals must be sent to [rsawyer@kenmorewa.gov](mailto:rsawyer@kenmorewa.gov) and must include "Invitation to Bid 23-C2950" in the subject line. Submittals which do not include the required attachment shall be deemed unresponsive and will not be permitted to include the attachment after the bid deadline. **Email is the preferred submittal method.**
  2. In-person Submittals: Shall be submitted at the City of Kenmore front desk, located in City Hall (18120 68th Ave NE) by the submittal deadline listed below. The completed bid submittal form shall be sealed in an envelope with "Invitation to Bid 23-C2950" clearly written on the envelope prior to submitting. Unsealed bids, or bids submitted after the deadline shall be deemed unresponsive and shall not be considered.
  3. Mailed Submittals: Mailed bids must be received by the City of Kenmore by the bid submittal deadline below; bids received after the deadline will be considered unresponsive and will not be considered. Mailed bid shall send the completed bid form in a sealed envelope to the following address: City of Kenmore, Attn "Invitation to Bid 23-C2950", 18120 68th Ave NE, Kenmore, WA 98028.
- C. Tax: All submitted bids shall include all applicable sales tax. No revisions to the bid amount will be permitted after the bid submittal deadline to account for tax.
- D. Bid Deadline: All bids shall be submitted to and received by the City of Kenmore by the following time: **4:30 PM on August 2, 2023.**
- E. Right to Reject Bids: The City of Kenmore reserves the right to reject all bids.



## 1.12 PROJECT CONTACT

### A. Primary Contact:

Aleks Firsov, Public Works Fleets & Facilities Manager

(425) 398-8900

[afirsov@kenmorewa.gov](mailto:afirsov@kenmorewa.gov)

### B. Secondary Contact:

Richard Sawyer, Environmental Services Director

(425) 398-8900

[rsawyer@kenmorewa.gov](mailto:rsawyer@kenmorewa.gov)

END OF SECTION

## PART 2 – MATERIALS

All new material introduced to the site shall be in accordance with current WSDOT Standard Specifications. New materials may include, but are not limited to, construction fencing, fill materials for any void left by the existing structure/debris, sub-grade and concrete for sidewalk repairs, and sub-grade and asphalt for road repair.

END OF SECTION

## PART 3 – EXECUTION

### 3.1 DEMOLITION SCHEDULE

The Contractor shall provide the Project Manager with a minimum of 24 hours advance notification prior to beginning the execution of demolition work.

### 3.2 SALVAGE OF DEMOLITION MATERIALS

- A. The Contractor shall be allowed, when legally possible, to salvage demolition materials only from the project site. The approximate limits of the site are shown in aerial exhibits included in Appendix A.
- B. The Contractor is encouraged to re-use and/or recycle demolition debris at a licensed or permitted recycling center to the maximum extent practical.
- C. All other debris, not re-used or recycled, must be disposed of at a licensed or permitted disposal facility.
- D. All buildings, building materials, debris, and equipment resulting from this work shall become the property of the Contractor, and shall be removed from the premises within the contract period. Salvaged material shall not be stored in the right-of-way or onsite beyond the contract period and shall be removed immediately from the site.

### 3.3 DEMOLITION AND REMOVALS

- A. Structural Parts of Buildings:
  - 1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisances.
  - 2. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
  - 3. Remove all floors, foundations, footing, basement, and retaining walls down to 18 inches below grade. Basement sections below this level must be broken into pieces that do not exceed eight inches in dimension.
- B. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings, tank, pumps, and all other partially buried objects protruding from the ground shall be removed. The remaining void shall be filled with on-site soil and compacted in accordance with these specifications.
- C. Vegetation:
  - 1. Significant trees: All trees, especially all significant trees, shall be preserved and protected from contractor operations. No significant tree shall be damaged in any way, without prior written approval from the Project Manager. A significant tree shall be any tree which is not a hazard tree and has a trunk diameter of 8" or greater, when measured 4.5' above the grade. In the event that the Contractor damages a significant tree, it shall be replaced by the Contractor as directed by the Project Manager at no cost to the City.
  - 2. Clear and Grub: Contractor shall minimize need for clearing and grubbing to areas adjacent to structures. Existing lawn areas can remain unless damaged by Contractor's

equipment. In this case, damaged areas of existing lawn will need to be graded and seeded as described in section 3.5 and 3.7 below.

3. Other Vegetation: All vegetation which is outside the work area shall be preserved to the maximum extent feasible.
- D. Driveways and Parking Areas:
1. Gravel: Where gravel driveways or parking areas are identified to be removed, contractor shall remove a minimum of 2" of material from the driveway surface; material scrapped from driveway surface may be used as subsurface fill material onsite provided as layer of top soil, minimum 2" deep, is placed above the gravel fill. Once the surface material is removed, Contractor shall seed the area as required per Section 3.7.
  2. Concrete: Where concrete driveways, foundations and parking areas are identified to be removed, Contractor shall remove all concrete material from the site to at least 18 inches below grade as described above in section 3.3.A.3. Gravel sub- grade material should be treated the same as gravel driveways, as noted above. Areas where concrete is removed, shall be seeded as required per Section 3.7.

### 3.4 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

- A. Debris: The Contractor shall visit the site to determine the amount of debris and material which has been abandoned on site. All materials, rubbish, and trash shall be removed from the site and the demolition area shall be kept free of debris.
- B. Disposal of Demolition Debris and Solid Waste: All debris and solid waste shall be delivered by the Contractor to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning. The cost of all disposal and haul fees shall be considered incidental to the demolition and the Contractor shall be responsible to pay all fees for waste disposal and hauling.
- C. Asbestos Abatement: Asbestos containing materials have been identified on the site; the asbestos survey has been included as Appendix B. The handling of asbestos material is subject to all applicable state and federal mandates as well as Part 4 of these technical specifications. Asbestos shall be removed by a licensed abatement contractor in accordance with the special provisions and RCW 49.26. The removal of all asbestos containing materials which are identified in the attached asbestos report shall be considered incidental to the demolition work and shall be included in the bid price.

### 3.5 BACKFILL, GRADING, AND CLEAN UP

- A. Backfill: Gravel barrow may be used as backfill to grade the site as described in section 3.5D. Temporary material stockpiles shall be contained in a singular designated area and shall have appropriate erosion control measures applied.
- B. Compaction: All excavations shall be backfilled and compacted enough to provide a solid, walkable surface free of walking hazards and able to support potential pedestrians.
- C. Hand Labor: The Contractor shall employ hand labor where the use of power machinery risks damage to neighboring property, is unsafe, or is unable to produce a finished job.
- D. Grading: The site shall be graded and shaped to maintain the grade of the adjacent parking lot to the building; all depressions on the site shall be filled, compacted, and graded to a uniform slope to the maximum extent feasible.

Grading and final site cleanup is considered incidental to the demolition work and shall be included as part of the lump sum price for demolition.

- E. Final Cleaning Up: Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site, remedy any objectionable conditions the Contractor may have created on private or City-owned property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and stabilization of the site as noted in Section 3.7 below.

Final cleaning up shall be subject to approval of the Project Manager.

### 3.6 SANITARY SEWER AND WATER SERVICE DISCONNECTIONS

- A. Sanitary Sewer Service Disconnection: The Contractor will complete disconnection of the sanitary sewer service prior to demolition. The Contractor is responsible for obtaining any applicable permits from Northshore Utility District.
- B. Water Service Disconnection: The City will complete disconnection of the water service prior to demolition.

### 3.7 SITE STABILIZATION

- A. All disturbed areas associated with the work shall be stabilized prior to final completion. All exposed soils shall be seeded with the following dwarf, drought tolerant grasses and microclover mix per the follow blend:
  - 35% ± 5% Quatro Tetraploid Sheep Fescue (*Festuca ovina*)
  - 30% ± 5% Eureka II Hard Fescue (*Festuca ovina duriuscula*)
  - 30% ± 5% Banfield Perennial Ryegrass (*Lolium perenne*)
  - 5% ± 1% Microclover (*Trifolium repens v. microclover*)
- B. The seed mix shall be applied at a rate of 5 lbs per 1000 square feet.

### 3.8 SAFETY AND FENCING

- A. Safety: The Contractor shall comply with all applicable current federal, state and local safety and health regulations. The City assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. Contractor shall make take necessary precautions to prevent unauthorized personnel onsite and shall be responsible for maintaining a safe work environment for all authorized personnel onsite and shall provide the necessary safety equipment required.
- B. Temporary Fencing: The Contractor shall furnish and place a temporary fence across the frontage of the site to restrict vehicle and pedestrian access while the contractor is not onsite. Such fence shall be at least 6 feet high and consistently restrictive from top to grade. The fencing, including all materials, shall be considered incidental to the demolition. The fence shall be erected before demolition starts and shall remain in place until all demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing materials described in this section shall remain the property of the Contractor.

### 3.9 AUTHORIZED WORKERS

- A. Only the Contractor and its employees or assigned are allowed to demolish, dismantle, detach, or dispose of any part of the demolition structure or its contents.

### 3.10 DAILY CLEAN-UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

- A. At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

END OF SECTION

## PART 4 – ASBESTOS REMOVAL

### 4.1 ASBESTOS REMOVAL REQUIREMENTS PRIOR TO DEMOLITION

- A. Removal of Friable Asbestos Prior to Renovation or Demolition: It shall be unlawful for any person to cause or allow any demolition or renovation that may disturb friable, asbestos-containing material or damage a structure so as to preclude access to friable, asbestos-containing material for future removal, without first removing all friable, asbestos-containing material in accordance with the requirements of this regulation. Friable, asbestos-containing material need not be removed from a component if the component can be removed, stored, or transported for reuse without disturbing or damaging the asbestos.
- B. Demolition by Burning: It shall be unlawful for any person to cause or allow the burning of any facility for fire training without removing all asbestos-containing material prior to burning. This includes both friable, and nonfriable, asbestos-containing material.

### 4.2 PROCEDURES FOR ASBESTOS PROJECTS

- A. Training Requirements: It shall be unlawful for any person to cause or allow any work on an asbestos project unless it is performed by persons trained and certified in accordance with the standards established by the Washington State Department of Labor & Industries, the federal Occupational Safety & Health Administration, or the United States Environmental Protection Agency (whichever agency has jurisdiction) and whose certification is current. This certification requirement does not apply to asbestos projects conducted as part of a renovation in a single-family residence performed by the owner of the dwelling.
- B. Friable Asbestos Removal Work Practices: It shall be unlawful for any person to cause or allow the removal of friable, asbestos-containing material unless all the following requirements are met:
  1. Contractor is responsible for compliance with any and all federal, state, and local regulations regarding asbestos removal and disposal if not specifically included in this list.
  2. The asbestos project shall be conducted in a controlled area, clearly marked by barriers and asbestos warning signs. Access to the controlled area shall be restricted to authorized personnel only.
  3. If a negative pressure enclosure is employed it shall be equipped with transparent viewing ports, if feasible, and shall be maintained in good working order.
  4. Absorbent, friable, asbestos-containing material, such as surfacing material and thermal system insulation, shall be saturated with a liquid wetting agent prior to removal. Any

- unsaturated, absorbent, friable, asbestos containing material exposed during removal shall be immediately saturated with a liquid wetting agent.
5. Nonabsorbent, friable, asbestos-containing material, such as cement asbestos board, shall be continuously coated with a liquid wetting agent on any exposed surface prior to and during removal. Any dry surfaces of nonabsorbent, friable, asbestos-containing material exposed during removal shall be immediately coated with a liquid wetting agent.
  6. Except for surfacing materials being removed inside a negative pressure enclosure, friable, asbestos-containing materials that are being removed, have been removed, or may have fallen off components during an asbestos project shall be carefully lowered to the ground or a lower floor, not dropped, thrown, slid, or otherwise damaged.
  7. All asbestos-containing waste material shall be sealed in leak-tight containers as soon as possible after removal but no later than the end of each work shift.
  8. All absorbent, asbestos-containing waste material shall be kept saturated with a liquid wetting agent until sealed in leak-tight containers while saturated with a liquid wetting agent. All nonabsorbent, asbestos containing waste material shall be kept coated with a liquid wetting agent until sealed in leak-tight containers while coated with a liquid wetting agent.
  9. The exterior of each leak-tight container shall be free of all asbestos residue and shall be permanently labeled with an asbestos warning sign as specified by the Washington State Department of Labor and Industries or the federal Occupational Safety and Health Administration.
  10. Immediately after sealing, each leak-tight container shall be permanently marked with the date the material was collected for disposal, the name of the waste generator, and the address at which the waste was generated. This marking must be readable without opening the container.
  11. Leak-tight containers shall not be dropped, thrown, slid, or otherwise damaged.
  12. The asbestos-containing waste material shall be stored in a controlled area until transported to an approved waste disposal site.

#### 4.3 DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

It shall be unlawful for any person to cause or allow the disposal of asbestos-containing waste material unless it is deposited within 10 days of removal at a waste disposal site authorized to accept such waste.

- A. Waste Tracking Requirements: It shall be unlawful for any person to cause or allow the disposal of asbestos-containing waste material unless the following requirements are met:
  1. Maintain waste shipment records, beginning prior to transport, using a form that includes the following information:
    - a. The name, address, and telephone number of the waste generator;
    - b. The approximate quantity in cubic meters or cubic yards;
    - c. The name and telephone number of the disposal site operator;
    - d. The name and physical site location of the disposal site;
    - e. The date transported;
    - f. The name, address, and telephone number of the transporter; and





APPENDIXAPP A (SITE PLANS & PHOTOS)

NE BOTHELL WAY

A

6215 NE Bothell Way  
Parcel 794630-0005

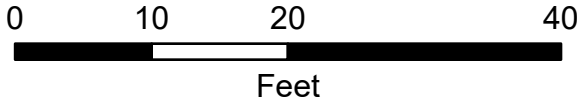
B

C

Burke-Gilman Trail



CITY OF KENMORE  
Demolition ITB 23-C2966  
Site Plan



Structure A - Remove structure (Net Area 3,033 SF) and backfill/grade to match parking lot  
Area B - Asphalt area for Contractor staging and access (Area 1,700 SF). Area to remain.  
Area C - Do not disturb slope except to seed slope adjacent to building after demo

**SITE PHOTOS – EXTERIOR**



**SITE PHOTOS – EXTERIOR**



**SITE PHOTOS – EXTERIOR**



**SITE PHOTOS – INTERIOR**



**SITE PHOTOS – INTERIOR**



**SITE PHOTOS – FOUNDATION**





APPENDIX B (ASBESTOS SURVEY)



## **ASBESTOS & TCLP SURVEY Commercial Property**

**6215 NE Bothell Way, Kenmore, WA 98028**

Prepared For: City of Kenmore  
ATTN: Richard Sawyer  
18120 68<sup>th</sup> Avenue Northeast  
Kenmore, Washington 98028

Project Number: **022-0473**

Project Name/Location: **Various Residential and Tavern Demolition  
6215 NE Bothell Way, Kenmore, WA 98028**

Specific Building Area/Location: Commercial Property

Work to be performed/Work: "Good Faith" Asbestos and TCLP Survey

Report Deliverable Date: August 18<sup>th</sup>, 2022

Company Name: ORION Environmental Services, Inc.

Inspector Name: Christopher Grysho  
Certificate Number: BI/R-NES-110521-11  
Expiration Date: November 5<sup>th</sup>, 2022

Background:  
(Executive  
Summary):

The AHERA Survey of property 6215 NE Bothell Way, Kenmore, WA, is an old commercial tavern building, approximately 3,033 Sq. Ft. in size, built in 1931. Building is predominantly of wooden construction and on a slab foundation. Construction materials impacted: rolled on roofing with 3-tab roofing materials, vapor barrier, vinyl tile, vinyl sheeting, surfacing material, leveling compound, joint compound with wallboard.



### Asbestos Containing Materials

No suspect domestic water or high-pressure steam ACM pipe system insulation identified in any areas inspected. No suspect ACM duct insulation identified in the areas inspected.

There **IS** asbestos containing materials identified during this survey.

Survey Process:  
(Limitations of  
Survey):

The survey was performed in support of future **Demolition**. This project will disturb all associated building materials. On **August 09<sup>th</sup>, 2022**, Orion Environmental Services performed this survey.

Building systems inspected and suspect materials sampled are representative of materials that may be disturbed during this project. (See Table II – Summary of Non-Asbestos Containing Building Materials) Any material identified during the course of this project that was not identified in this survey must be inspected and sampled by an EPA Accredited Building Inspector prior to disturbance.

Other hazardous materials were not included in the scope of work during the course of this survey. Other risks that were not evaluated with this survey; Risks such as 1) toxic and hazardous substances in (or in contact with or associated with) soil or ground water; 2) risks associated with structural, electrical, or mechanical working of the building; 3) risks associated with radon gas, slope stability, building

settlement, moisture, or site drainage and flooding have not been evaluated during this survey.

Findings: There **ARE** building materials sampled within the scope of work for this project that were found to contain asbestos. Please see **Table I** – Asbestos Containing Building Materials for a list of Asbestos Containing Materials Sampled; **Table II** – List of Suspect Building Materials; **Table III** – Toxicity Characteristic Leaching Procedure (TCLP) Results.

Lead Findings: **Lead**

The presence of lead-containing coatings raises concerns about worker and environmental protection. Workers disturbing lead-containing coatings are covered under the lead standard (WAC 296-155-176) until shown they are not being exposed above the action limit of 30µg/m<sup>3</sup>. The requirements for this standard include, but are not limited to, air monitoring, respiratory protection, medical surveillance, lead work plan, warning signs and wash stations.

- The Hazardous Materials Abatement Contractor or Demolition Contractor is responsible to conduct any and all monitoring for exposure to lead as defined in WAC 296-155-17609.

Department of Occupational Safety and Health (DOSH) – Regulation WAC 296 - 155-176 & 296-62-07521

DOSH enacted the lead standard for the purpose of protecting construction and maintenance workers from exposure to lead. DOSH is primarily concerned with activities that disturb paints with any detectable amounts of lead. DOSH applies to all construction work and to general industry where an employee may be occupationally exposed to lead. Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- Installation of products containing lead
- Lead contamination/emergency cleanup;
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed, and
- Maintenance operations associated with the construction activities described in this paragraph.

Department of Ecology (DOE – Regulation WAC 173-303)

Washington State Department of Ecology is responsible for regulating dangerous waste disposal. Lead-based paint debris from renovation, remodeling and abatement must be tested for lead concentration to determine if they exceed the dangerous waste threshold of **5.0 Parts Per Million (PPM)**. If above this threshold the lead-bearing components must be managed as dangerous waste.

## Table I

Summary of **Asbestos Containing Building Materials**  
located at 6215 NE Bothell Way, Kenmore, WA 98028

Sample Number	Material Code Description	Location	Analytical (Laboratory) Result(s)	Quantity	Friability
[09-11]	SM-01	Office	3-4% Chrysotile	250 Sq. Ft.	YES

## Table I Continued

Asbestos Containing Building Materials Sampled from Property  
6215 NE Bothell Way, Kenmore, WA 98028

SM-01



Description: Popcorn Ceiling Texture

Material Location: Office Ceiling

Asbestos Content: 3-4% Chrysotile

Estimated Quantity: 250 Sq. Ft.

Sample Numbers: [09-11]

Friable: YES

**Table II**

Summary of **Non-Asbestos Containing Building Materials**  
located at located at 6215 NE Bothell Way, Kenmore, WA 98028

Sample Number	Material Code Description	Material	Location	Analytical (Laboratory) Result(s)	Friability
01	RC-01	Roof Core – Rolled on roofing over 3-tab roofing material	Roof	NAD	N/A
02	RM-01	3-Tab Roofing with Vapor Barrier	Roof Awning	NAD	N/A
03	VB-01	Exterior Vapor Barrier	Exterior Throughout	NAD	N/A
04	VT-01	Vinyl Tile	Kitchen	NAD	N/A
05	VS-01	Vinyl Sheeting – Black Mastic	Kitchen	NAD	N/A
06	VT-02	Vinyl Tile	Bathroom Entry	NAD	N/A
07	VS-02	Vinyl Sheeting-GFB	Woman’s Bathroom	NAD	N/A
08	VS-03	Vinyl Sheeting	Men’s Bathroom	NAD	N/A
12	VS-04	Vinyl Sheeting	Storage Room	NAD	N/A
13	MISC-01	Leveling Compound with Carpet Mastic Remnants	Office	NAD	N/A
14	WS-01	Joint Compound and Wallboard	Office, Mechanical Room, Bathroom 1,2	NAD	N/A

**NAD\* -  
No Asbestos Detected**

## Table II Continued

### Summary of **Non-Asbestos Containing Building Materials** located at 6215 NE Bothell Way, Kenmore, WA 98028

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RC-01



Description: Roof Core

Material Location: Roof

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 01

RM-01



Description: Insulation

Material Location: Throughout 2<sup>nd</sup> floor of  
Structure `1

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Numbers: 02

VB-01



Description: Exterior Vapor Barrier

Material Location: Exterior Throughout

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 03

VT-01



Description: Vinyl Tile with Dark Mastic

Material Location: Kitchen

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 04



VS-01



Description: Vinyl Sheetting with Dark Mastic

Material Location: Kitchen

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 05

VT-02



Description: Vinyl Tile with Mastic

Material Location: Bathroom Entry

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 06

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VS-02



**Description:** Vinyl Sheetting – Gray Felt Backing

**Material Location:** Woman's Bathroom

**Asbestos Content:** None Detected

**Estimated Quantity:** N/A

**Sample Number:** 07

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VS-03



**Description:** Vinyl Sheetting – Self Adhesive

**Material Location:** Men's Bathroom

**Asbestos Content:** None Detected

**Estimated Quantity:** N/A

**Sample Number:** 08

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VS-04



Description: Vinyl Sheetting

Material Location: Men's Bathroom

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 08

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MISC-01



Description: Leveling Compound with Carpet Mastic Remnants

Material Location: Office

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 13

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WS-01



Description: Joint Compound & Wallboard

Material Location: Office, Mechanical Room, Bathroom 1 and 2

Asbestos Content: None Detected

Estimated Quantity: N/A

Sample Number: 14



### **Table III**

Summary of Toxicity Characteristic Leaching Procedure (TCLP) results for property located at 6215 NE Bothell Way, Kenmore, WA 98028

Client Number	Orion Number	TCLP Lead (PPM)
TCLP-01	20220809-228	<0.1

**Sample Detection Limit 0.1 PPM\*  
Below regulated limit of 5.0 PPM**

Recommendations: There **ARE** asbestos containing materials identified during this investigation.

Asbestos surveys are non-comprehensive by nature and subject to many limitations including those presented below. Our assessment has considered risks pertaining to asbestos; however, this survey is limited to only those locations sampled. This survey was not designed to identify all potential concerns or eliminate all risk associated with asbestos.

Other hazardous materials were not included in the scope of work during the course of this survey. Other risks that were not evaluated with this survey; Risks such as 1) toxic and hazardous substances in (or in contact with or associated with) soil or ground water; 2) risks associated with structural, electrical, or mechanical working of the building; 3) risks associated with radon gas, slope stability, building settlement, moisture, or site drainage and flooding have not been evaluated during this survey. No warranty, expressed or implied, is made.

NOW Environmental Services performed this survey in accordance with the generally accepted standards of care that exist in the industrial hygiene profession in Washington State at the time of this study. The asbestos survey was performed in preparation for removal of asbestos-containing materials in accordance with NESHAPS regulations.

This survey is not intended for use as plans and specifications. **Quantity estimates are for approximating** actual bid prices from contractors only, and may **not reflect** the actual final costs of asbestos and/or lead abatement. They do not include sales tax, or Owner costs such as abatement project oversight and monitoring for compliance to law and/or compliance to project plans and specifications. These estimates assume that adequate, professional plans and specifications are prepared and the abatement costs are minimized by professional project management, and that all asbestos containing materials are abated during one project by the same asbestos contractor.

Any further demolition and/or renovation activities outside of the sampling scope done for the purposes outlined in this report may require additional sampling to be performed by an PA Accredited AHERA Building Inspector.

Laboratory Results: See Attachment A

Field Notes & Mapping: See Attachment B

AHERA Inspector Certification: See Attachment C

INSPECTOR ENDORSEMENT:



Christopher B. Grysho  
Field Technician  
AHERA Building Inspector

PROJECT REVIEW:



Carole Seng  
Operations Manager

ANALYSIS METHOD: Polarized Light Microscopy

PARAMETERS: **Puget Sound Clean Air Agency (PSCAA)** and Washington State Department of Labor and Industries (L&I) regulations require an inspection of all buildings for the presence of asbestos-containing materials (ACM) prior to renovation and demolition.

ACM is identified as those building materials containing greater than one percent (>1.0%) of asbestos as verified by laboratory analysis. All building materials fabricated prior to 1980 are assumed to contain asbestos unless proven otherwise by a licensed building inspector.

According to Washington Administrative Code (WAC) 296-62-07721 Communication of Hazards to Employees, prior to the start of work, a building owner must identify the presence, location, and quantity of ACM and/or presumed ACM (PACM) in the work area. This information must be communicated to contractors bidding on work, contractors performing other work, employees and tenants in or adjacent to the work area. **The Puget Sound Clean Air Agency Regulation III, Article 4** requires that an asbestos survey be conducted prior to any renovation or demolition of existing buildings. This survey was intended to meet these regulatory requirements.

Lead based coatings may have been used on and in this structure. Washington State Department of Labor and Industries (L&I) regulation WAC 296-155-176 Lead, requires that workers be protected from exposure during the demolition and removal of materials that contain lead in **any** detectable amount.

DEFINITIONS: ACM is subdivided into three types:

(1) Surfacing Materials: These are defined as those materials that are sprayed-on, troweled-on or otherwise applied to surfaces including, but not limited to, lath and plaster, acoustical plaster on ceilings, paints, fireproofing materials on structural members or other materials on surfaces applied for decorative purposes.

(2) Thermal System Insulation (TSI): These materials are defined as those applied to pipes, fillings, boilers, tanks, ducts or other structural components to prevent heat loss or gain.

(3) Miscellaneous Materials: All other building materials that may be ACM but not surfacing materials or TSI fall into this category.

LIMITATIONS: During demolition it is possible that additional suspect ACM may be discovered within assemblies and systems that were not accessible at the time of this survey. Should any such suspect material be discovered, an AHERA-certified building inspector will have to sample and test the materials to provide evidence that they are non-asbestos containing.

NOW Environmental Services is neither responsible for the classification of materials that were not identifiable with reasonable diligence at the time of this inspection, nor for the identification of materials beyond the scope for this project as we understood it at the time of this survey.

***Disclaimer***

***This report and its contents are limited to the scope and activities performed at the subject property as described. We represent that our services were performed within the limits prescribed by applicable regulations and in a manner consistent with the level of and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation is made to the client, expressed or implied, and no warranty or guarantee is included or intended.***



## **Attachment A**



**ORION Environmental Services**

34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
 Phone: (253) 952-6717 • Fax: (253) 927-4714  
 Email: info@oriones.net • Web: www.oriones.net  
 WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

**Client:** City of Kenmore  
**Address:** 18120 68th Avenue Northeast, Kenmore, WA 98028 USA  
**Attention:** Richard Sawyer  
**Project Name:** 6215 NE Bothell Way (Tavern)  
**Project Number:** O22-0473A

**Rpt. Date:** 8/12/2022  
**Page:** 1 of 2  
**Invoice:** 227612  
**Date Rcvd:** 8/9/2022

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
1-a	20220809-214	Black Composite Roof		ND		fiberglass
1-b		Green Composite Roof		ND		fiberglass
1-c		Felt		ND		cellulose
2-a	20220809-215	Black Composite Roof		ND		fiberglass and cellulose
2-b		Felt		ND		cellulose
3	20220809-216	Exterior Vapor Barrier		ND		cellulose
4-a	20220809-217	White Vinyl Tile 12x12		ND		cellulose
4-b		White Mastic		ND		cellulose
5-a	20220809-218	Vinyl Sheeting		ND		cellulose
5-b		Brown Mastic		ND		cellulose
6-a	20220809-219	Vinyl Tile 12x12		ND		cellulose
6-b		Tan Mastic		ND		cellulose
7-a	20220809-220	Vinyl Sheeting - Gray Felt Backing		ND		cellulose
7-b		Tan Mastic		ND		cellulose
8	20220809-221	Vinyl Sheeting - Foam Backing		ND		
9	20220809-222	Popcorn Ceiling Texture		4	Chrysotile	cellulose
10	20220809-223	Popcorn Ceiling Texture		3	Chrysotile	cellulose
11	20220809-224	Popcorn Ceiling Texture		4	Chrysotile	cellulose

## Polarized Light Microscopy Test Report (cont.)


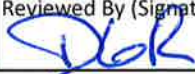
**Client:** City of Kenmore  
**Address:** 18120 68th Avenue Northeast, Kenmore, WA 98028 USA  
**Attention:** Richard Sawyer  
**Project Name:** 6215 NE Bothell Way (Tavern)  
**Project Number:** O22-0473A

**Rpt. Date:** 8/12/2022  
**Page:** 2 of 2  
**Invoice:** 227612  
**Date Rcvd:** 8/9/2022

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
12	20220809-225	Vinyl Sheeting - Black Felt Backing		ND		cellulose
13-a	20220809-226	Leveling Compound		ND		cellulose
13-b		Remnant Carpet Mastic		ND		cellulose
14-a	20220809-227	Joint Compound		ND		cellulose
14-b		Wallboard		ND		cellulose

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.

Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1 % PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print)	Date	Reviewed By (Print)	Date
Melyssa Nocis	8/12/2022	Donna McNeal	8/12/2022
Analyzed By (Signature)	Time	Reviewed By (Signature)	Time
			



# Test Report TCLP METAL EPA 1311

**Client** City of Kenmore  
18120 68<sup>th</sup> Avenue Northeast  
Kenmore, WA 98028

**Date** August 15, 2022  
**Page** Page 1 of 1  
**Invoice** 227618  
**Date Received** August 9, 2022

**Project Number** O22-0473A  
**Project Name** Various Residential and Tavern Demolition HAZMAT Survey  
6215 NE Bothell Way

<u>Client Number</u>	<u>Orion Number</u>	<u>TCLP Lead (mg/l)</u>	<u>SDL</u>	<u>EPA Method</u>
TCLP-01	220809-228	<0.1	0.1	7420

Results reported in PPM (mg/l).  
NOTE: SDL – Sample detection limit.

### Quality Assurance Information

Method Blank: < 0.5 mg/kg  
Linear Regression Lower Limit: 0.990  
Actual Batch Linear Regression: 0.999  
Check Standard Per Set: ± 0.2 mg/l

Analyzed By

M. Nolis  
**Melyssa Nolis**  
Laboratory Director

Reviewed By

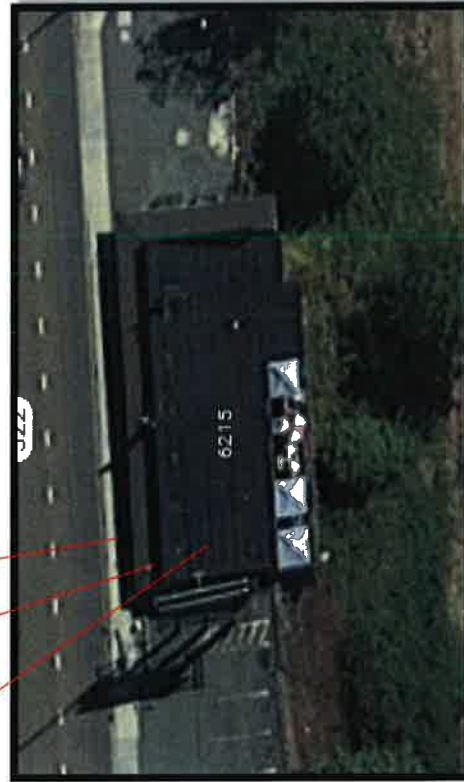
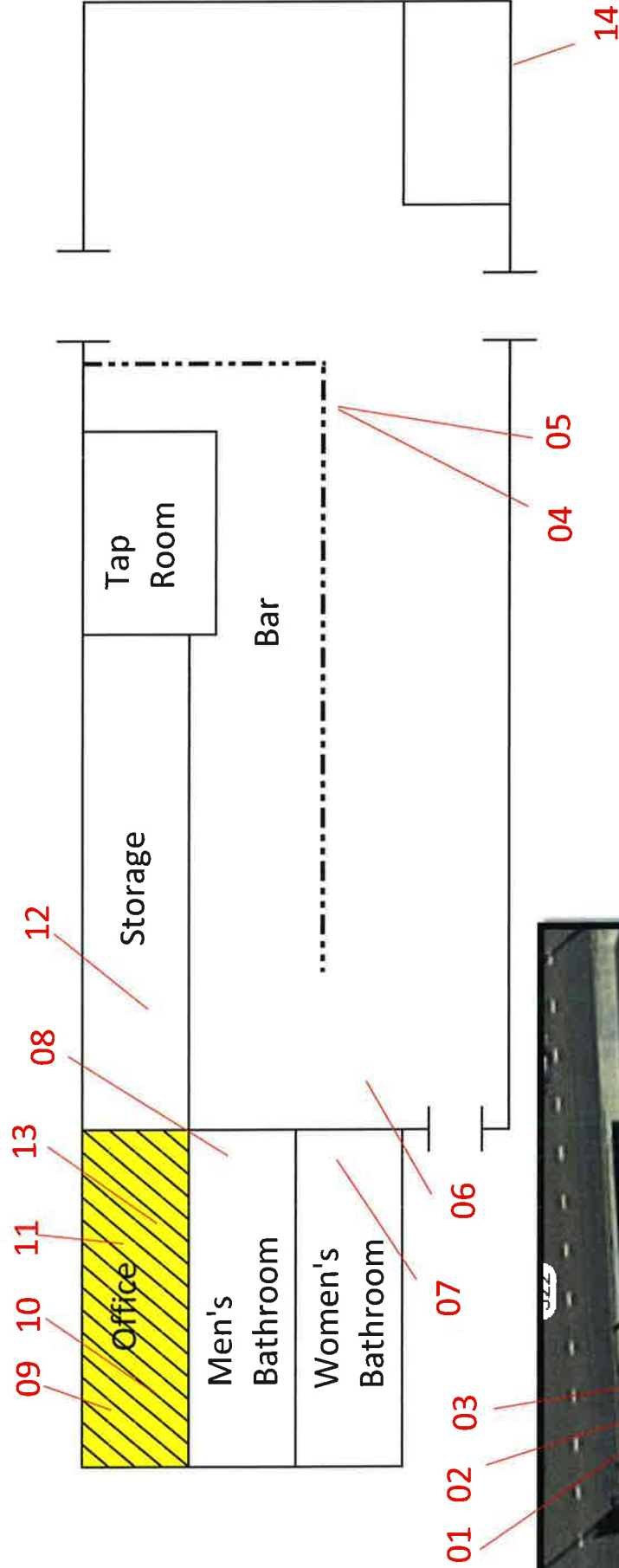
Donna McNeal  
**Donna McNeal M.S.**  
Industrial Hygienist, CEO

## **Attachment B**

Sample Location



ACM



<b>ORION ENVIRONMENTAL SERVICES, INC</b> <b>An Environmental Compliance Consulting Firm</b> 34004 9th Avenue South A5, Federal Way Washington 98C03 253-952-6717	SAMPLE Location: 6215 NE Bothell Way, 98028 Contract #: 22-C2837	Date: 08/09/2022 Project #: O22-0473 Project Name: Various Residential and Tavern Demolition	CLIENT: City of Kenmore Project Location: 6215 NE Bothell Way, Kenmore, WA, 98028

98028

CLIENT: City of Kenmore	SITE: 6215 NE Bothell Way	RELINQUISHED BY: Valerie M
ADDRESS: 18120 68th Ave NE	ADDRESS: Kenmore, WA, 98028	DATE/TIME: 9/8/22 15:28 pm
TELEPHONE: (425) 348-8400	INSPECTOR: Valerie M	RECEIVED BY:
EMAIL: rsawyer@kenmorewa.gov	DATE SAMPLED: 8/9/2022	DATE/TIME:

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
01	214	Roof Core layers of shingle rolled on on wood	RC1		tavern roof					
02	215	3 tab roofing w/VB	RM1							
03	216	exterior Vapor barrier	VB1		under siding					
04	217	Vinyl tile	VT1	VS1 VT1 wood	Kitchen	20x50				
05	218	Vinyl sheeting black mastic	VS1	VS1 VT1 wood	Kitchen	20x50				
06	219	Vinyl tile	VT2	wood	bath entry	30ft <sup>2</sup>				
07	220	Vinyl sheeting GFB	VS2	wood	womens bath					
08	221	Vinyl sheeting	VS3	wood	mens bath					

CLIENT:		SITE: 6215 NE Bothell Way	RELINQUISHED BY: Victoria M
ADDRESS:		ADDRESS:	DATE / TIME:
	same		same
TELEPHONE:		INSPECTOR:	RECEIVED BY:
EMAIL:		DATE SAMPLED:	DATE / TIME:

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
09	222	PCT	SM1		office					
10	223	↓	↓							
11	224	↓	↓							
12	225	Vinyl Sheeting	VS4	wood	storage room					
13	226	leveling compound remnant carpet mastic	MISC1	wood	office					
14	227	JC WB	WS1		office mechanical bathroom					





## Toxic Characterization Leaching Profile (TCLP) Data Form

Technician:

Client Name <i>Richard Sawyer</i>		Project Number <i>022-0473</i>	
Project Name <i>Various Residential and Tavern Demo   TAVERN</i>			
Invoice Number <i>227612</i>	Sample Number <i>228</i>		Date <i>9/8/22</i>
PART 1 Painted Matrix Identification		Color	Estimated Waste Stream Percentage (by weight)
Matrix 1	<i>Brown exterior siding paint</i>	<i>brown</i>	<i>60%</i>
Matrix 2	<i>beige exterior <del>siding</del> trim</i>	<i>beige</i>	<i>20%</i>
Matrix 3			
Matrix 4			
Matrix 5			
Matrix 6			
Matrix 7			
Matrix 8			
<b>Total Weight Percentage of Painted Waste Stream</b>			
PART 2 Non-Painted Matrix Identification (inert components)		Estimated Waste Stream Percentage (by weight)	
Matrix 1	<i>Framing</i>		<i>20%</i>
Matrix 2			
Matrix 3			
Matrix 4			
Matrix 5			
Matrix 6			
Matrix 7			
Matrix 8			
<b>Total Weight Percentage of Inert Components</b>			

Total Weight of Waste Stream (Part 1 + Part 2) = 100%

Comments: \_\_\_\_\_

## **Attachment C**

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

*Christopher Grysho*

has attended and satisfactorily completed all requirements to maintain accreditation as  
an AHERA Building Inspector in accordance with the Toxic Substance Control  
Act Title (Section 206) and 40 CFR 763.

**Accreditation No. BI/R-NES-110521-11**

**Course Date: Nov. 05, 2021**

**Valid through: Nov. 05, 2022**



NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233

# CERTIFICATE OF COMPLETION

## ASBESTOS SUPERVISOR REFRESHER COURSE

This is to certify that

***Carole Seng***

has attended and satisfactorily completed all requirements of 8 hour asbestos supervisor refresher course training. Training in compliance with WAC 296-65-012

**Accreditation No. NES-SupR-03022022-012**

**Course Date: Mar. 02, 2022**

**Valid through: Mar. 02, 2023**

*Carole Seng*

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233

# AHERA

## BUILDING INSPECTOR

### CERTIFICATE

This is to certify that

*Valerie Mansfield*

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.

**Accreditation No. BI-NES-072022-02**

**Course Date: July 18<sup>th</sup>-July 20<sup>th</sup>, 2022**

**Valid through: July 20<sup>th</sup>, 2023**



NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233

# AHERA

## BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

*Nate Reynolds*

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.

Accreditation No. **BI/R-NES-0617-22-3**

Course Date: **June 17, 2022**

Valid through: **June 17, 2023**

*James S. [Signature]*  
NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233

# AHERA

**BUILDING INSPECTOR**

**CERTIFICATE**

This is to certify that

*Stacey Hanson*

has attended and satisfactorily completed all requirements to maintain accreditation as an AHERA Building Inspector in accordance with the Toxic Substance Control Act Title (Section 206) and 40 CFR 763.

**Accreditation No. BI-NES-022422-06**

**Course Date: Feb. 22<sup>nd</sup>-Feb 24<sup>th</sup>, 2022**

**Valid through: Feb. 24<sup>th</sup>, 2023**

*Dominic J. [Signature]*

NOW Environmental Services, Inc.  
34004 – 9<sup>th</sup> Avenue South, Suite # 12  
Federal Way, Washington 98003  
(253) 927-5233

APPENDIX C (CONTRACT)



**SMALL WORKS PUBLIC WORKS CONTRACT WITH WAIVER**

This Agreement is entered into by and between the City of Kenmore, Washington, a non-charter optional municipal code city referred to as the “City,” and [Contractor], hereinafter referred to as the “Contractor,” whose principal office is located at [Contractor Address].

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit “A,” attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit “B,” attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$150,000.

The Contractor shall bill the City via invoice as set forth on Exhibit “C”.

The Contractor shall complete and return to the City Exhibit “D,” federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval.

3. Contractor Budget. The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon signature by both parties and ending December 31, 2023 unless sooner terminated under the provisions hereinafter specified.

5. Independent Contractor. Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for

withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. Indemnification.

A. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. **Verification of Coverage.** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. **Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

H. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

## 8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City and any other public agency as otherwise required by law.

10. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

11. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

12. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. Notices. Notices to the City of Kenmore shall be send to the following address:

Environmental Services Director  
City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028-0607

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

14. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

15. Retainage Waived. Pursuant to RCW 39.04.155, the city is waiving retainage requirements on this agreement. The City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

16. Performance and Payment Bond Waived. Pursuant to RCW 39.04.155, the city is waiving performance and payment bond requirements on this agreement. The City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

17. Instructions and Determinations By The City. The City will occasionally provide additional oral or written instructions and determinations to the Contractor concerning the Scope of Work and any other matter concerning the performance and administration of this Contract. Contractor agrees to promptly comply and perform the Scope of Work and all other actions or duties in accord with the City's instructions and determinations at the agreed Unit Prices. If Contractor disagrees with any instructions or other determinations issued by the City, or believes the instructions or determinations are beyond the agreed Scope of Work under this Contract, the Contractor agrees to inform the City in writing of its disagreement by providing a written protest in the form and in accord with the provisions of

Paragraph 19 below.

18. Prevailing Wages. The Contractor shall pay prevailing wages as required by Washington statute and shall comply with RCW 39.12 and RCW 49.28. Washington statute requires that a Notice of Intent to pay prevailing wages and Affidavit of Wages paid must be filed for each year of a unit price contract. **A schedule of prevailing wages applicable to the Project may be found at the following website:**

<https://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx>

The Department of Labor and Industries (“L&I”) publishes new rates on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The applicable prevailing wage rate for this Contract shall be the rate in effect on:

1. The date the written quote for the work is received by the City; or
2. Where no bid date has been established, on the date the signed bid is submitted to the City.
3. The Contractor shall update its prevailing wages paid each year and will submit new intents and affidavits of wages paid at the beginning and end of each year of the term of this Contract.

Notice of intent to pay prevailing wages and prevailing wage rates for the Project shall be posted for the benefit of the workers.

19. Changes. The City may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within five (5) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor’s costs or time for performance, the City will make an equitable adjustment to the contract costs or time or both. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to provide a change order request within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the City’s proposed equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

19.1 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, a Work Order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within five (5) business days, provide a signed written notice of protest to the City that states the date of the event or circumstance giving rise to the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor’s records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment. If the City determines the protest is partially or wholly unjustified the City will inform the Contractor of its decision in writing within a reasonable period of time.

19.2 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

19.3 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order or other order, action, determination, decision, or instruction of the City by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. Acceptance of a change order by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

19.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following the claim notice procedures and time limitations as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

20. Claims. The Contractor shall give written notice to the City of all claims other than change orders within five (5) business days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 19 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

If the Contractor has met all claim and notice provisions for protests and claims as provided in this Paragraph 11, any lawsuit by the Contractor to pursue additional compensation, additional time, or other relief related to this Agreement must be filed in King County Superior Court within one hundred (120) calendar days from the date the work is accepted by the City.

21. Termination.

21.1 The City may terminate this Agreement for cause. "Cause" shall include, without limitation, any one or more of the following events:

21.1.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

21.1.2. The Contractor's failure to complete the work within the time specified in this Agreement.

21.1.3. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

21.1.4. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.

21.1.5. The Contractor's filing for bankruptcy or being adjudged bankrupt.

21.1.6. Any other material breach of this Agreement.

If the City terminates this Agreement for cause, the Contractor shall not receive any further monies due

under this Agreement until the Contract work is completed in accord with the terms of this Agreement.

21.2 The City may terminate this Agreement at any time for convenience and without cause. In the event of a termination for convenience, payment will be made to the Contractor for acceptable work performed through the date of termination in accordance with this Agreement. Contractor shall also be entitled to receive any equitable amount for partially completed items of acceptable work (in the event of unit price work) and for the return or disposal of materials. No payment will be made for defective or otherwise unacceptable work. Regardless of whether this Agreement is terminated for cause or for convenience, the Contractor shall have no claim against the City for loss of anticipated profits on work not performed by the Contractor or for consequential damages. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

22. Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City’s written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred or expended by the City, including legal costs and attorneys’ fees and City staff time at normal billed rates, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

23. Environmental Regulations. The Contractor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 et seq.; 33 USC 1111 et seq.; and RCW’s 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197.11.

24. Safety. The Contractor shall be responsible to comply with all requirements of WAC 296-24 and WAC 296-155 and other applicable safety regulations for the protection of laborers and facilities during the course of the Project work. Violations of safety regulations and related safety standards shall be considered a material breach of this Agreement and a basis for termination of the Agreement for cause.

25. Washington Law/Venue. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit relating to this Agreement shall exist exclusively in King County Superior Court

DATED this July 11, 2023.

CONTRACTOR:

CITY OF KENMORE:

Signature:

\_\_\_\_\_  
Contractor Name  
Contractor Company

Signature:

\_\_\_\_\_  
Rob Karlinsey  
City Manager

**Exhibit A**

Scope and Schedule of Services to be Performed by Contractor

As provided in the City's Invitation to Bid (ITB) 23-C2966 advertised on June 21, 2023.



**Exhibit B**

Schedule of Rates for Services to be Provided by Contractor

As provided by the low bidder in the City's Invitation to Bid (ITB) 23-C2966 advertised on June 21, 2023.

**Exhibit C**

**Billing Invoice Requirements**

To: City of Kenmore  
18120 68th Ave. NE  
Kenmore, Washington 98028  
Phone: (425) 398-8900  
Fax: (425) 481-3236

Specific Project: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Contractor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Attach itemized description of services provided.

\_\_\_\_\_  
Authorized signature

For Department Use Only

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**BUDGET SUMMARY**

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX D (BID DOCUMENTS)

The following forms are required for submittal to be deemed complete and responsive:

1. Bid Proposal Sheet
2. Bid Signature Sheet
3. Statement of Bidder's Qualifications

**BID PROPOSAL SHEET (REQUIRED)**

ITB 23-C2966

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

**Schedule A**

Item No	Item Of Work	Bid Quantity	Unit	Amount
A1.	Demolition	1	Lump Sum	

TOTAL SCHEDULE A BID \_\_\_\_\_

WA STATE SALES TAX \_\_\_\_\_

**TOTAL SCHEDULE A BID PLUS SALES TAX** \_\_\_\_\_

**BID SIGNATURE SHEET (REQUIRED)**

ITB 23-C2966

- Use ink and print legibly
- Make sure to initial and date any changes, erasures, or cross-outs in your bid
- All information regarding this bid may be sent to the mailing address, phone number or email provided below
- The bid includes all State of Washington or local sales tax, pursuant to the requirements of Rule 171 of the Department of Revenue, where applicable.
- If awarded the contract, the undersigned agrees to complete all the work as specified for the above listed project after the indicated starting date appearing in an official "Notice to Proceed" issued by the City.
- The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (June 7, 2023), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Company name: \_\_\_\_\_

Check one: Individual  Partnership  Joint Venture  Corporation

Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signed by (Printed): \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Bid Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## STATEMENT OF BIDDER'S QUALIFICATIONS (REQUIRED)

ITB 23-C2966

The Statement of Bidder's Qualifications is to be completed by the bidder and provided as part of the bid submission. This statement of qualifications is also to be completed for all subcontractors who will subcontract to perform at least twenty-five percent (25%) of the total bid amount and be submitted by the two low bidders within 24 hours after the bid results are published.

Name of Firm: \_\_\_\_\_

Number of Years Doing Business Under Present Name: \_\_\_\_\_

State of Washington UBI Number: \_\_\_\_\_

State of Washington Department of Employment Security Number: \_\_\_\_\_

Washington State Excise Tax Registration Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.

- 1. Delinquent Sales Taxes.** Are you delinquent on your taxes with the Department of Revenue?  
 Yes  No  
If yes, a written payment plan will be required.
- 2. State Debarment:** Are you listed on the "Debarred Contractors List" on the WA State Department of Labor and Industries data base  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors>  
 Yes  No
- 3. Federal Debarment.** Are you listed on as having an "active exclusion" on the U.S. Government's System for Award Management data base (<https://www.sam.gov/>)?  
 Yes  No
- 4. Subcontractor Responsibility.** Do you have responsibility criteria for each subcontractor as required per RCW 39.06.020?  
 Yes  No  
If yes, include a copy of your standard subcontract form.
- 5. Prevailing Wages.** Do you have determinations by the WA Labor and Industries that prevailing wages were not paid within the last five years?  
 Yes  No  
If yes, list the dates of these determinations: \_\_\_\_\_.

**STATEMENT OF BIDDER'S QUALIFICATIONS - CONTINUED (REQUIRED)**

ITB 23-C2966

6. **Claims Against Retainage and Bonds.** Do you have two or more claims against retainage and/or bonds on any public works contract within the last three years from the date of bid submittal?

Yes  No

If yes, a report of such claims will be required.

7. **Public Bidding Crime.** Have you been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date?

Yes  No

8. **Termination for Cause/Termination for Default.** Have you had any public contract terminated for default or cause by a government agency within the five years from the date of bid submittal?

Yes  No

If yes, a report describing the circumstances of such termination or default will be required.

9. **Lawsuits.** Have judgments been entered against you within the last five years from the date of bid submittal relating to contract enforcement or breach?

Yes  No

If yes, a report containing an explanation of the circumstances surrounding each such lawsuit will be required.

By the signature below, Bidder confirms that all information provided is true and correct and agrees that the City shall retain the right to obtain any and all credit reports.

Signature : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_