



CITY OF  
**SUMNER**  
WASHINGTON

**REQUEST FOR BIDS**  
**902/906 KINCAID DEMOLITION**  
**Bids are due by 10:00 AM, Tuesday, February 27th, 2024**  
**Prevailing Wages Are Required To Be Paid**

Please examine the enclosed sample contract documents and contract specifications carefully so that you will be familiar with the requirements of the Small Public Works Contract.

**PROJECT TITLE: 902/906 KINCAID DEMOLITION, W-24-02**

**Published: February 8, 2024**

**DESCRIPTION OF WORK**

The abatement, demolition, and removal of the City of Sumner's 902/906 Kincaid Ave building. The building is approximately 6,000 square feet. This project will consist of the following, including, but not limited to: abatement, demolition, building debris removal, decommissioning and removal of underground oil tank, removal of approximately 700 SY of an asphalt parking lot, removal of approximately 80 SY of concrete sidewalk, and removal of approximately 140 SY of vegetation around the building.

**Address:** 902/906 Kincaid Avenue Sumner, WA 98390. This is one structure with two addresses.

The work is further described in Exhibit A, attached with this Request for Bids.

**STATE CERTIFICATION IS REQUIRED.**

Must have proper certifications and licenses for and follow all applicable Federal, State and Local codes and regulations. All work shall be completed in conformance with the City of Sumner Standards.

All work shall be completed in conformance with the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, DOT Form 224-698 EF, and the City of Sumner Standards.

All work must comply with the current International Building Codes, the Uniform Plumbing Code, and the Washington State Amendments.

All work, equipment and materials shall conform to the 2024 Washington State Standard Specifications, 2018 IBC Chapter 33, and the City of Sumner Development Specifications and Standards.

**PROJECT LOCATION:**

The work will take place at 902/906 Kincaid Avenue Sumner, WA 98390.

**SITE VISIT**

A pre-bid meeting will be held on Tuesday, February 20th, 2024, at 11:30 am at the project site. Prospective bidders are encouraged to participate. Attendance of the pre-bid conference is voluntary and the City will not maintain a record of attendance.

**ENGINEER'S ESTIMATE**

The engineer's estimate range is \$150,000 to \$250,000.

## **ADDENDA**

Bidders are responsible to check the Bonfire Project website page at <https://mrscrosters.bonfirehub.com/portal/> and the City of Sumner website at <http://sumnerwa.gov/> for the issuance of any addenda prior to submitting a bid. Acknowledgement of any addenda issued is required.

## **BID SUBMITTAL**

Bids must be submitted on the enclosed Proposal and be completed in the itemized format for each item of work and material required to produce the finished product(s).

Bids must be emailed to Drew McCarty, Engineering Specialist, at [drewm@sumnerwa.gov](mailto:drewm@sumnerwa.gov) **No later than the bid date and time listed above.**

A formal bid opening will not be held. Upon selection of a contractor, a summary of all bids received for this project will be sent to contractors submitting a proposal and will be made available on the City of Sumner website at <http://sumnerwa.gov/>.

## **PREVAILING WAGES**

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule will be furnished upon request or can be obtained at Labor and Industries website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates> .

No payment shall be issued until the City receives a "Statement of Intent to Pay Prevailing Wages" form, approved by the State Department of Labor and Industries from the Contractor and every Subcontractor performing work on the site. No release of retainage will be made until 45 days after the City receives an "Affidavit of Wages Paid" from all contractors performing work on the site; receipt of releases from the Department of Revenue, Department of Labor & Industries, and the Employment Security Department; and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

## **INDUSTRIAL INSURANCE (WORKERS COMP)**

All Contractors and Subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the contract bond. This obligation survives final acceptance. Industrial Insurance rates may be found on the web at <http://www.lni.wa.gov/ClaimsIns/Insurance/RatesRisk/default.asp>.

## **INSURANCE**

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Sumner, its officers, employees, and agents as Additional Insureds.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor has familiarized itself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made its bid accordingly and that Contractor is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

## **CITY OF SUMNER BUSINESS LICENSE**

A current City of Sumner Business License is required from the Contractor and all Subcontractors prior to performing work in the City of Sumner. You may obtain an application by visiting our website at: <http://sumnerwa.gov/living/business/license/>

## **BID AWARD**

The contract for this project will be awarded to the lowest responsible bidder based on the quoted price; the bidder's ability, capacity, and skill to perform the required work within the specified time; the quality of the bidder's performance of previous contracts or services; and the bidder's compliance with laws relating to the contracts or services.

The City of Sumner shall issue a contract to the successful bidder. Work may proceed when the following conditions have been met:

- The contract has been fully executed by both parties;

- A Certificate of Insurance together with a CG2010 endorsement of equivalent has been found acceptable by the City Attorney;
- A Contract Bond has been executed;
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each Subcontractor actively working on the project; and
- A City of Sumner Business License has been submitted by the contractor and each subcontractor providing labor within the City limits.

The City of Sumner reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City.

### **RETAINAGE**

Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. No release of retainage will be made until 45 days after the City receives an “Affidavit of Wages Paid” from all contractors performing work on the site; receipt of releases from the Department of Revenue, Department of Labor & Industries, and the Employment Security Department; and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

### **PERFORMANCE & PAYMENT BOND**

Pursuant to RCW 39.08.010, Payment and Performance Bond shall be required for this project. If the project is under \$150,000, the contractor may submit a letter on the contractor’s letterhead stating the contractor is electing to have 10% withheld in lieu of a Payment and Performance Bond (See the attached Sample Contract under XV BOND).

### **PAYMENT SCHEDULE**

Upon completion of the project, the City will process a payment to the Contractor in the amount of 95% of the total contract price, provided the City has received all approved Intent to Pay Prevailing Wages forms. The remaining 5% shall be held by the City for 45 days following the City’s acceptance of the project, or until the City’s receipt of all approved Affidavit of Wages Paid forms, required releases and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

### **TIME OF COMPLETION**

Work shall start ten (10) calendar days after execution of the contract and the issuance of a Notice to Proceed. The work shall be substantially completed within thirty (30) working days from the effective start date provided in the Notice to Proceed.

The Contractor shall not work during events held in or near Heritage Park. Project site shall be cleaned up prior to any event. Events include the following:

- Mar 24, 2024 / Spring Into Sumner: Farmers Fresh Market @ Heritage Park
- April 6, 2024 / Daffodil Parade + Food Trucks & SMSA Beer Garden
- April 21, 2024 / Spring Into Sumner: Farmers Fresh Market @ Heritage Park
- May 19, 2024 / Spring Into Sumner: Farmers Fresh Market @ Heritage Park
- Jun 22-23, 2024 / Rhubarb Days (+ setup on evening of June 21, 2024)
- July 12, 2024 / Music Off Main
- July 19, 2024 / Music Off Main
- July 26, 2024 / Music Off Main

### **CONTACT PERSON**

Drew McCarty, Engineering Specialist at [drewm@sumnerwa.gov](mailto:drewm@sumnerwa.gov)

### **ATTACHMENTS**

- Bid Submittal Sheet
- Certificate of Compliance
- Sample “Public Works Small Works Roster Contract”
- Exhibit A – Bid Item Description
- Exhibit B – Hazardous Material Report dated 10/27/2022
- Exhibit C – Site Map

**BID SUBMITTAL SHEET  
SMALL PUBLIC WORKS PROJECT**

**W-24-02 902/906 KINCAID DEMOLITION**

Submitted by:

I certify under penalty of perjury under the laws of the State of Washington that I am the official authorized to submit this quote on behalf of:

FIRM NAME \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_  
(Please Print Name)

Signature \_\_\_\_\_ Date \_\_\_\_\_

By my signature above, I acknowledge and agree to the conditions set forth in the Request for Bids.

Contractor's State License Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Contractor's State Tax Registration Number (UBI) \_\_\_\_\_

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

City of Sumner Business License Number (not needed at bid time) \_\_\_\_\_

The bid items and descriptions shall be per "Proposal" attached with this document. The Proposal must be filled out in its entirety for the bid to be considered valid.

**Addenda**

By my signature above, I acknowledge that Addenda Numbers \_\_\_\_\_ through \_\_\_\_\_ have been received, examined, and taken into account as part of the Bid.

Bid Schedule W-24-02 – 902/906 Kincaid Demolition					
Item No.	Item Description	Bid Quantity	Unit	Price Per Unit (Dollars)	Total Amount (Dollars)
1	Mobilization	1	Lump Sum		
2	Minor Change	1	Lump Sum	\$10,000	\$10,000
3	Demolition and Removal of Entire Structure	1	Lump Sum		
4	Asbestos Abatement	1	Lump Sum		
5	Sidewalk Demolition	1	Lump Sum		
6	Parking Lot Demolition	1	Lump Sum		
7	Vegetation Removal	1	Lump Sum		
8	Erosion/Sediment Control	1	Lump Sum		
9	Seeded Lawn Installation	1	Lump Sum		
10	Decommission and Remove Underground oil Tank	1	Lump Sum		
11	Alternate #1 – Compost Soil	1	Lump Sum		

Bid Subtotal before WSST: \_\_\_\_\_

WSST 9.5% of Bid Subtotal \_\_\_\_\_

Total Bid inclusive of WSST \_\_\_\_\_



## Certification of Compliance with Wage Payment Statutes

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

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

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

# **PUBLIC WORKS SMALL WORKS ROSTER CONTRACT** **between City of Sumner and**

## **[Insert Contractor's Company Name]**

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and [Insert Contractor's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

### **CONTRACT**

The parties agree as follows:

#### **I. DESCRIPTION OF WORK.**

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

[Insert a brief description of services contractor is providing. Attach as Exhibit A a detailed Scope and Schedule of Work. All attached exhibits should be clearly referenced and identified by title and date].

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for the following items which will be furnished by the City:

[List and describe items to be furnished by the City]

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated. In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);

- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I [Type either "within" or "by" depending on deadline in next form field] [Insert either a date specific or enter # of days, weeks, months, years, etc.]. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount.], plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. Any payment by the City shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form



acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.

- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from 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 Contract; and extra work and materials furnished without the City's written approval. If 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 Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY, TIMELY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

**V. TERMINATION.** The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract except those amounts authorized and satisfactorily completed prior to the termination date. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

**VI. LIQUIDATED DAMAGES.** This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$[enter amount (compute the amount to be entered using the following formula: 0.15xoriginal contract amount divided by original time for completion. Delete these instructions after entering computed amount)]** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the

contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**VII. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

For small public works projects under \$2,500 inclusive of tax, the City may permit the Contractor to submit a combined Intent to Pay and Affidavit of Wages Paid form (the "Combined Form"). The Combined Form does not have a corresponding form/filing fee. Before commencing work on the Contract, the Contractor is required to request the use of the Combined Form. If the City authorizes the Contractor to utilize the Combined Form process, the Contractor shall obtain the pre-approved L&I Combined Form directly from the City. Contractor shall complete and submit the Combined Form to the City together with its final invoice at the completion of the Contract work. Upon receipt, the City will review and approve the form before causing it to be filed with L&I within thirty (30) days of receipt from the Contractor.

Irrespective of the above process, Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

**VIII. HOURS OF LABOR.** Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

**IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS.** The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 *et seq*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq*, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

**X. DAYS AND TIME OF WORK.** The working hours for this project will be limited to Monday through Friday from 7:00 a.m. to 6:00 p.m. unless otherwise approved by the City.

**XI. WORKER'S COMPENSATION.** The Contractor shall maintain Workmen's Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workmen's Compensation Laws. In jurisdictions not providing complete Workmen's Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workmen's Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XV(D), within fourteen (14) calendar days of the date 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. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, 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 either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by 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.

**VIII. CLAIMS.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, 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 Contract.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

**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 OR CAUSED BY THAT DELAY.**

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**IX. LIMITATION OF ACTIONS.** CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**X. WARRANTY.** Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of 20% of the total consideration paid to the Contractor under this Contract and in a form acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not initiate or complete the corrective work within a reasonable time in the sole discretion of the City, the City may elect to complete the identified defect(s) and pass through any and all costs of correction to the Contractor. By signature hereon, Contractor agrees to be responsible for any and all costs expended by the City to correct identified defects in Contractor's work within the above warranty periods.

**XI. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

**XII. INDEMNIFICATION.** 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 in connection with the Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

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

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

**XIII. INSURANCE.** The Contractor shall, at least ten (10) days prior to the commencement of work, obtain and keep in force during the term of the Contract, insurance against claims for property damage or personal injury which may arise from or in connection with the performance of the contract work by the Contractor, their agents, representatives, employees, or subcontractors as follows:

**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.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO

form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

#### **B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

#### **C. Other Insurance Provisions**

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### **D. Contractor's Insurance for Other Losses**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or

motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

#### **E. Waiver of Subrogation**

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

#### **F. Acceptability of Insurers**

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

##### Verification of Coverage

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

#### **G. Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request by the City, the Contractor shall provide evidence of such insurance.

**XIV. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XV. BOND.** Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the Pierce County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.



In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**XVI. DEBARMENT.** The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

### **XVII. MISCELLANEOUS PROVISIONS.**

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Sumner Municipal.

I. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

For contracts of \$35,000 or more the Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit [Insert Exhibit number containing the Certificate]

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit C.

**IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.**

<p><b>CONTRACTOR:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF SUMNER:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Kathy Hayden</u></p> <p>Its <u>Mayor</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Jason Wilson</u></p> <p>Its <u>City Administrator</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p>Attest: _____ Approved as to form: _____</p> <p>City Clerk _____ City Attorney _____</p> <p>DATE: _____ DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONTRACTOR:</b></p> <p>[Insert Contact Name]          [Insert Company Name]          [Insert Address]          [Address - Continued]</p> <p>[Insert Telephone Number] (telephone)          [Insert Fax Number] (facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF SUMNER:</b></p> <p>[Insert Name of City Rep. to Receive Notice]          City of Sumner          1104 Maple Street          Sumner, WA 98390          [Insert Telephone Number] (telephone)          [Insert Fax Number] (facsimile)</p>
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**CONTRACT EXHIBIT A**

**SAMPLE**

**CONTRACT EXHIBIT B**  
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30  
"E-VERIFY"

As the person duly authorized to enter into such commitment for

---

[Insert Company or Organization Name]

I hereby certify that the Company or Organization named herein will

(check one box below)

Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

Hire no employees for the term of the contract between the City and the Company or Organization.

---

NAME

---

TITLE

---

DATE

## CONTRACT EXHIBIT C

### APPENDIX II TO PART 200--CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S .C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a

weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor

has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide



addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be

observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the

meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)-**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-**Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C . 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SAMPLE

## **EXHIBIT A – Bid Item Descriptions**

### **1 - MOBILIZATION**

Payment for this bid item shall be a lump sum. This per lump sum unit price shall cover all costs in connection with mobilization, cleanup, and demobilization, and other “fixed” costs related to the project not materially affected by change in quantities of work performed. The lump sum shall include cost for transfer of contractor’s physical and manpower resources to each construction site until the completion of the contract. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction, Section 1-09.7 Mobilization*.

### **2 - MINOR CHANGE**

Payments or credits for changes amounting to \$10,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

The Contractor will be provided with a copy of the completed order for Minor Change. The agreement for the Minor Change will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Change, the Contractor may protest the order as provided in Section 1-04.5.

Payments\* or credits will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for “Minor Change” in the Proposal to become a part of the total Bid by the Contractor.

### **3 – DEMOLITION AND REMOVAL OF ENTIRE STRUCTURE**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the demolition and site cleanup. The price shall include all labor, tools, equipment, and materials necessary to perform the demolition. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

The Contractor shall be required to notify the Washington State Department of Labor and Industries (L&I) with any costs being included in the lump sum bid item cost of demolition.

The Contractor for the project shall contact the locate number for the respective utilities prior to commencing work. This service can be reached at 1-800-424-5555, or 811. It is the responsibility of the Contractor to contact any utilities not specifically covered by this service, to locate their utilities.

The contractor shall be responsible for all cutting and capping of all existing utility services at each of the properties. Contractors shall coordinate with each utility provider. Costs of locates, cutting and capping, and utility coordination shall be included in the lump sum bid item cost of demolition.

Contractor shall protect and maintain the exterior electrical panel and CMU wall located on the north side of the building.

The lump sum bid item cost for demolition shall include the cost of hauling and disposing of any materials located within the building and debris material to an appropriate and approved location and shall include any costs of disposal. The contractor is encouraged to recycle as much material from the project site as possible while taking the timeframe into account. The location for recycling any material is left to the Contractor selected for the project. Any non-recycled (waste) materials shall be disposed of utilizing authorized dump locations.

All debris and material from this work shall be disposed of in accordance with all applicable City, County, State and Federal Laws.

All material from the demolition of the structures shall become the property of the Contractor.

**4 – ASBESTOS ABATEMENT**

Payment for this bid item shall be lump sum. This per lump sum price shall cover all costs in connection with the asbestos abatement. The price shall include all labor, tools, equipment, and materials necessary to perform the asbestos abatement. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

An Asbestos survey was performed on October 27<sup>th</sup>, 2022, by NOW Environmental. Asbestos containing materials were discovered at the property (See attached Survey Report for Specific sources of asbestos). Contractor shall follow all requirements of the Puget Sound Clean Air Agency (<https://pscleanair.gov/185/Asbestos>). Asbestos containing materials are summarized in the table below with full details in the attached asbestos survey/pre-demolition report.

**Table I**

Summary of **Asbestos Containing Building Materials** for retail building located at 902-906 Kinkaid Avenue Sumner, WA 98390

Sample Number	Material Code Description	Location	Analytical (Laboratory)Result(s)	Quantity	Friability
01	VT-01 Vinyl Tile	Kitchen/Hall 902 Building	<1% Chrysotile in the Tile and 2% Chrysotile in the Mastic	130 Square Feet	NO
02 03	VT-02 Vinyl Tile	Throughout 902 Building	<1% Chrysotile in the Tile and 2% Chrysotile in the Mastic	3440 Square feet	No

17	TSI-01 Vermiculite	Furnace Room 902 Building	<1% Actinolite	NA	Yes
25	RM-01 Built up Roofing	Roof 902 Building Roof	80% Chrysotile	4,000 Square Feet	YES
26	RM-02 Built up Roofing Parapet Wall	Roof 902 Building Roof	70% Chrysotile	500 Square Feet	Yes
35	TSI-02 Heat Shield TV	Entry 902 Building	50% Chrysotile	2 Square Feet	Yes

## **5 – SIDEWALK DEMOLITION**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the sidewalk demolition and site cleanup. The price shall include all labor, tools, equipment, and materials necessary to perform the demolition. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

The Contractor shall demolish the sidewalk located to the immediate east side of the structure, please refer to site map for approximate location. There is approximately 80 SY of concrete material to be demolished and disposed of.

The lump sum bid item cost for the sidewalk demolition shall include the cost of hauling and disposing of any materials to an appropriate and approved location and shall include any costs of disposal. The contractor is encouraged to recycle as much material from the project site as possible while taking the timeframe into account. The location for recycling any material is left to the Contractor selected for the project. Any non-recycled (waste) materials shall be disposed of utilizing authorized dump locations.

All debris and material from this work shall be disposed of in accordance with all applicable City, County, State and Federal Laws.

## **6 – PARKING LOT DEMOLITION**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the parking lot demolition and site cleanup. The price shall include all labor, tools, equipment, and materials necessary to perform the demolition. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

The Contractor shall demolish the parking lot located on the west side of the structure, please refer to site map for approximate location. There is approximately 700 SY of asphalt material to be demolished and disposed of.

The lump sum bid item cost for the parking lot demolition shall include the cost of hauling and disposing of any materials to an appropriate and approved location and shall include any costs of disposal. The contractor is encouraged to recycle as much material from the project site as possible while taking the timeframe into account. The location for recycling any material is left to the Contractor selected for the project. Any non-recycled (waste) materials shall be disposed of utilizing authorized dump locations.

All debris and material from this work shall be disposed of in accordance with all applicable City, County, State and Federal Laws.

## **7 – VEGITATION REMOVAL**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the vegetation removal. The price shall include all labor, tools, equipment, and materials necessary to perform the vegetation removal. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

The Contractor shall remove approximately 140 SY of existing vegetation along the North side of the structure, please refer to the site map for approximate location.

The lump sum bid item cost for vegetation removal shall include the cost of hauling and disposing of any materials to an appropriate and approved location and shall include any costs of disposal. The contractor is encouraged to recycle as much material from the project site as possible while taking the timeframe into account. The location for recycling any material is left to the Contractor selected for the project. Any non-recycled (waste) materials shall be disposed of utilizing authorized dump locations.

All debris and material from this work shall be disposed of in accordance with all applicable City, County, State and Federal Laws.

## **8 - EROSION/SEDIMENTATION CONTROL**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the erosion and sedimentation control. The price shall include all labor, tools, equipment, and materials necessary to perform the sedimentation and erosion control. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

The Contractor shall meet all appropriate erosion, sedimentation, and stormwater runoff guidelines to prevent sedimentation and erodible material from leaving the site. All costs associated with meeting these guidelines shall be included in the lump sum bid item cost for sediment and erosion control.

The Contractor shall be required to submit a Stormwater Pollution Prevention Plan (SWPPP), an Erosion Control plan prior to commencing work. One copy of each document shall be submitted to the City staff. All costs associated with creating, submitting, and obtaining the material shall be included in the lump sum bid item cost for sediment and erosion control.

The lump sum bid item costs for sediment and erosion control shall include the stabilization of the demolition area utilizing best management practices (BMP's).

## **9 - SEEDED LAWN INSTALLATION**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the seeded lawn installation. The price shall include all labor, tools, equipment, and materials necessary to perform the seeded lawn installation. All work and products associated with this bid item shall conform to the 2024 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*.

The lump sum bid item costs for the seeded lawn installation shall include the shaping of the ground area to match the associated grades as closely as possible using topsoil type A.



Contractor shall rough grade the demolition site as required to provide a smooth surface which is consistent with adjacent grades and promotes positive drainage. The Contractor shall either hand seed or hydro-seed all disturbed areas with an approved seed mix.

The lump sum bid item shall also include the topsoil type A installation, including delivery and placement in the area of the building footprints. This material shall be placed and compacted up to a minimum depth of 4 inches. If alternate #1 is selected, compost shall be used in place of topsoil type A.

## **10 – DECOMMISSION AND REMOVAL OF UNDERGROUND OIL TANK**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the decommission and removal of the underground oil tank. The price shall include all labor, tools, equipment, and materials necessary to perform the decommission and removal of the underground oil tank installation. All work and products associated with this bid item shall conform to the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

The lump sum bid item shall include the cost to completely decommission and remove an underground oil tank that is approximately 500-1,000 gallons and cost shall include removal of material contents of tank if present, document disposal of waste, triple rinse tank and pump out contents, disposal of tank, transportation to a licensed facility for disposal/recycling, and removal of any equipment or piping associated with tank.

The lump sum bid item shall include any needed documentation and permits required by Washington State. Contractor will provide a Washington-state licensed UST service provider/inspector holding a current ICC U2 - UST Decommissioning certification in accordance with WAC 173-360A-0930.

## **11 – ALTERNATE #1: COMPOST SOIL**

Payment for this bid item shall be a lump sum. This per lump sum price shall cover all costs in connection with the compost soil. The price shall include all labor, tools, equipment, and materials necessary to perform the compost soil installation. All work and products associated with this bid item shall conform to the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

If alternate #1 is selected, compost shall replace topsoil A material.

Shall comply with RCW 43.19A and chapter 3.56 of the Sumner Municipal code “Compost Procurement” requirements.

The lump sum bid item shall include the compost installation, including delivery and placement in the area of the building footprint. This material shall be placed and compacted up to a minimum depth of 4 inches.

## HAZMAT INVESTIGATION Commercial Property

Prepared For: Derek Barry  
Manager  
City of Sumner  
1104 Maple Street, Suite 260  
Sumner, WA 98390

Project Number: **N22-0672**

Project Name/Location: **Sumner Commercial Property**  
**902/906 Kincaid Avenue**  
**Sumner, WA**

Specific Building Area/Location: Commercial Property

Work to be performed/Work: HAZMAT Survey

Report Deliverable Date: October 27, 2022

Company Name: NOW Environmental Services, Inc.

Inspector Name: Dennis Rauschenberg  
Certificate Number: BI/R-NES-121721-02  
Expiration Date: December 17, 2022

Background:  
(Executive  
Summary):

The commercial retail space located at 902/906 Kincaid Avenue Sumner, WA 98390 is a 5,000 Sq. Ft., single story commercial building. Materials impacted – joint compound and wallboard, texture, assorted floorings, vermiculite, roofing and associated mastics.



### **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 Interior Renovations, or possible demolition. This project will disturb all associated building materials. On October 13, 2022, Dennis Rauschenberg 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 **IS** 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** – Summary of PCB containing Light Fixtures, and **Table IV** Mercury Thermostats

**Polychlorinated Biphenyl (PCBs)**

Ten percent of light ballasts were checked and none were identified as PCB containing. Any ballast not found to be marked "No PCB's" are assumed to be PCB containing and must be disposed of properly. Fluorescent bulbs were quantified for recycling purposes. PCB containing light ballast should be disposed of according to all federal and state regulatory requirements. Fluorescent bulbs should be recycled according to all federal and state regulatory requirements. Ballast and fluorescent bulb quantification results can be found in Table III.

**Mercury Thermostat**

Two (2) Mercury Thermostats exist in the 902 building

**Table I**

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02 03	VT-02 Vinyl Tile	Throughout 902 Building	<1% Chrysotile in the Tile and 2% Chrysotile in the Mastic	3440 Square feet	No

17	TSI-01 Vermiculite	Furnace Room 902 Building	<1% Actinolite	NA	Yes
25	RM-01 Built up Roofing	Roof 902 Building Roof	80% Chrysotile	4,000 Square Feet	YES
26	RM-02 Built up Roofing Parapet Wall	Roof 902 Building Roof	70% Chrysotile	500 Square Feet	Yes
35	TSI-02 Heat Shield TV	Entry 902 Building	50% Chrysotile	2 Square Feet	Yes

**Table I Continued**

Summary of **Asbestos Containing Building Materials** for retail building located at 902-906 Kincaid Avenue Sumner, WA 98390

VT-01



**Description:** 9x9 Vinyl Tile w/Dark Mastic

**Material Location:** Hall Way/Kitchen 902 Building

**Asbestos Content:** <1% Chrysotile in the Tile and 2% Chrysotile in the Mastic

**Estimated Quantity:** 130 Square Feet

**Sample Number:** K- 01

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**VT-02**



**Description:** 9x9 Vinyl Tile w/Dark Mastic

**Material Location:** Throughout 902 Building/See Map

**Asbestos Content:** <1% Chrysotile in the Tile and 2% Chrysotile in the Mastic

**Estimated Quantity:** 1,600 Square Feet Mastic Remnants under Wood on Concrete 1,570 Square Feet Vinyl Tile and Mastic on Concrete, 140 Square Feet Mastic Remnants under Ceramic Tile on Concrete and 130 Square Feet of Mastic Remnants on Concrete

**Sample Number** K-02, 03

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**TSI-01**



**Description:** Vermiculite

**Material Location:** CMU Walls 902 Building

**Asbestos Content:** <1% Actinolite

**Estimated Quantity:** N/A

**Sample Number:** K- 18

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**RM-01**



Description: Roof Core

Material Location: 902 Roof

Asbestos Content: 80% Chrysotile

Estimated Quantity: 4,000 Square feet

Sample Number: K- 25

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**RM-02**



Description: Parapet Wall

Material Location: Roof 902 Roof

Asbestos Content: 70% Chrysotile

Estimated Quantity: 500 Square Feet

Sample Number: K- 26

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**TSI-02**



Description: Heat Shield

Material Location: TV set inside Main Entry 902 Building

Asbestos Content: 50% Chrysotile

Estimated Quantity: 2 Square feet

Sample Number: K- 35



## Table II

### Summary of **Non-Asbestos Containing Building Materials**.

<b>Sample Number</b>	<b>Material Code Description</b>	<b>Material</b>	<b>Location</b>	<b>Analytical (Laboratory) Result(s)</b>	<b>Friability</b>
K-04	VT-04	Vinyl Tile w/Tan Mastic	906 Restroom	NAD	N/A
K-05	CRT-01	Ceramic Tile, Grout, Mastic	Restrooms, Foyer 902	NAD	N/A
K-06, 07	WS-01	Joint Compound, Wallboard	902	NAD	N/A
K-08, 09	WS-02	Joint Compound/Wallboard	906	NAD	N/A
K-10,11,12	SM-01	Popcorn Ceiling Texture	906 Shop	NAD	N/A
K-13	CT-01	1x1 Ceiling/Glue Dots	906 Shop	NAD	N/A
K-14	MA-01	Tan Mastic Wall Panel	906 Storage	NAD	N/A
K15	MA-02	Carpet mastic	906 Shop	NAD	N/A
K-16	CBM-01	Cove Base Mastic	906 Shop	NAD	N/A
K-17	WP-01	Window Putty	902-906	NAD	N/A
K-19 Thru 23	SM-02	Wall Texture	902	NAD	N/A
K-24	SU-01	Sink Undercoat	902	NAD	N/A
K-27	Misc-01	Roof Patch	902	NAD	N/A
K-28	RM-02	Roof Core	906	NAD	N/A
K-29	Misc-02	Roof Patch	906	NAD	N/A
K-30, 31, 32	SM-03	Exterior Stucco	902	NAD	N/A
K-33	Misc-03	Brick/Mortar	902	NAD	N/A
K-34	Misc-04	Window Frame Caulking	902	NAD	N/A

**NAD\* - No Asbestos Detected**

### **Table III**

#### Summary of PCB Containing Light Ballasts and Fluorescent Lights

<b>PCB Ballast</b>	<b>Florescent Bulbs</b>	<b>Location</b>
NA	150	Throughout

#### **No PCB's**



### **Table 1V**

#### Summary Toxicity Characteristic Leaching Procedure (TCLP)

No TCLP for lead disposal was taken during the inspection due to the possibility that the building will not be demolished TCLP sampling is extremely destructive but if any major renovations or demolition is scheduled than a TCLP may be required for disposal.

Recommendations: There **IS** 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.

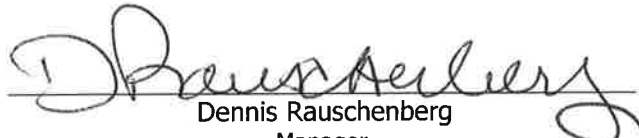
Any further demolition and/or renovation activities outside of the sampling scope done for the purposes outlined in this report may require additional sampling to be performed by an Accredited AHERA Building Inspector.

Laboratory Results: See Attachment A


Field Notes & Mapping: See Attachment B

AHERA Inspector Certification: See Attachment C

INSPECTOR ENDORSEMENT:

  
Dennis Rauschenberg  
Manager  
AHERA Building Inspector

PROJECT REVIEW:

  
Donna McNeal  
Chemist/Owner

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 renovations 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**

221013-761110

NOW ENVIRONMENTAL SERVICES


SAMPLE CUSTODY FORM

229899

PROJECT NUMBER N-22-0672

CLIENT NAME: City of Sumner	SITE ADDRESS: 902-906 Kincaid Ave	RELINQUISHED BY: DOR
ADDRESS: ON FILE	Sumner, WA. 98390	DATE/TIME: 10-13-22 9:30 AM
TELEPHONE:	INSPECTOR: D RAUSCHENBERG	RECEIVED BY: J
FAX:	DATE SAMPLED: 10-11-22	DATE/TIME: 10-13-22 10:00 AM
CELLULAR:	4 HOUR      24-HOUR      3DAY	

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
K-01		9x9 Lite Blue w/ MULTI-COLORED SPOTS DARK MASTIC	VT <sup>1</sup>	CON	HALL	7x13	CRUSH	21	CHRY	
K-02		9x9 GRAY w/RED SLASHES DARK MASTIC	VT <sup>2</sup>	CON	T.O SEE MAP		CRUSH -	21 2	CHRY CHRY	
K-03		9x9 GRAY w/RED SLASHES DARK MASTIC	VT <sup>2</sup>	CON	T.O SEE MAP		CRUSH -	2 21	CHRY CHRY	
K-04		9x9 CREAM COLORED MULTI-COLORED SPOTS TAU MASTIC	VT <sup>3</sup>	CON	STG RM 906 R.R.		CRUSH -	10 10	- -	
K-05		12x12 CERAMIC TILE GRAY MASTIC	CRT <sup>1</sup>	CON	2 RR. FOYER SEE MAP		CRUSH CRUSH -	10 10 10	- - -	- -
K-06		SC WB	WS <sup>1</sup>	-	902	-	-	10 10	- -	CC CC
K-07		SC WB	WS <sup>1</sup>	-	902	-	-	10 10	- -	CC CC
K-08		SC WB	WS <sup>2</sup>	-	906	-	-	10 10	- -	CC CC

CLIENT NAME: <u>CITY OF SUMNER</u>	SITE ADDRESS <u>902-906 KINCAID</u>	RELINQUISHED BY: <u>YOR</u>
ADDRESS: <u>ON FILE</u>	<u>SUMNER, WA- 98390</u>	DATE / TIME: <u>10-13-22 9:00AM</u>
TELEPHONE:	INSPECTOR: <u>DRAUSCHENBERG</u>	RECEIVED BY:
FAX:	DATE SAMPLED:	DATE / TIME:
CELLULAR: 	4 HOUR      24-HOUR <u>3DAY</u>	

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
K09		<u>IC WB</u>	<u>WS2</u>	<u>-</u>	<u>906</u>		<u>-</u>	<u>5</u>	<u>-</u>	<u>cell</u>
K10		<u>PC T</u>	<u>SM1</u>	<u>WB</u>	<u>See map 906</u>		<u>-</u>	<u>10</u>	<u>-</u>	<u>cell</u>
K11		<u>PC T</u>	<u>SM1</u>	<u>WB</u>	<u>see map 906</u>		<u>-</u>	<u>5</u>	<u>-</u>	<u>cell</u>
K12		<u>PC T</u>	<u>SM1</u>	<u>WB</u>	<u>See map 906</u>		<u>-</u>	<u>5</u>	<u>-</u>	<u>cell</u>
K13		<u>IK ceiling tile BROWN BLUE dots</u>	<u>CT1</u>	<u>WB</u>	<u>906</u>		<u>-</u>	<u>5</u>	<u>-</u>	<u>cell</u>
K14		<u>TAN MASTIC WALL COVERING</u>	<u>MA1</u>	<u>WB</u>	<u>906 STG</u>		<u>-</u>	<u>10</u>	<u>-</u>	<u>cell</u>
K15		<u>TAN CARPET MASTIC</u>	<u>MA2</u>	<u>CON</u>	<u>906</u>		<u>-</u>	<u>5</u>	<u>-</u>	<u>cell</u>
K16		<u>MASTIC 3" COVE BASE</u>	<u>MA3</u>	<u>WB</u>	<u>906</u>		<u>-</u>	<u>5</u>	<u>-</u>	<u>cell</u>




CLIENT NAME: <u>City of Sumner</u>	SITE ADDRESS: <u>902-906 - KINCAID</u>	RELINQUISHED BY: <u>DOR</u>
ADDRESS: <u>on file</u>	<u>Sumner, WA 98390</u>	DATE / TIME: <u>10-13-22 9:00 AM</u>
TELEPHONE:	INSPECTOR: <u>D Braucherberg</u>	RECEIVED BY:
FAX:	DATE SAMPLED:	DATE / TIME:
CELLULAR: ↓	4 HOUR      24-HOUR <u>3DAY</u>	

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
K-17		W.P	MISC <sup>01</sup>	METAL	NORTH & WEST SIDE SOUTH	4/2	CRUSH	100		CEL
K-18		Vermiculite	TSI <sup>1</sup>	CMU	FUR RM	T.0	-	21	AGF	CEL
K-19		TEX	SM <sup>2</sup> WB				-	15	-	W
K-20		TEX	SM <sup>2</sup> WB				-	15	-	W
K-21		TEX	SM <sup>2</sup> WB				-	15	-	W
K-22		TEX	SM <sup>2</sup> WB				-	15	-	W
K-23		TEX	SM <sup>2</sup> WB				-	15	-	W
K-24		SINK UNDER COAT	SC <sup>1</sup>	METAL			-	15	-	-

CLIENT NAME: <u>City of Sumner</u>	SITE ADDRESS: <u>902-906 KINCAID</u>	RELINQUISHED BY: <u>DLR</u>
ADDRESS: <u>ON File</u>	<u>Sumner, WA</u>	DATE / TIME: <u>10-13-22- 9:00 AM</u>
TELEPHONE: ↓	INSPECTOR: <u>D. Rauscher/Dery</u>	RECEIVED BY:
FAX:	DATE SAMPLED:	DATE / TIME:
CELLULAR: ↓	4 HOUR      24-HOUR <u>3 DAY</u>	

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
K-25		ROOF CORE	Rm <sup>1</sup>	WOOD	902	BENCH	↓			
K-26		PAR. WALL	Rm <sup>2</sup>	WOOD	902					
K-27		PATCH	MISC <sup>02</sup>	Rm <sup>1</sup>	902					
K-28		ROOF CORE	Rm <sup>2</sup>	WOOD	906					
K-29		PATCH	MISC <sup>02</sup>	Rm <sup>2</sup>	906					
K-30		EXTERIOR STUCCO	<del>SM3</del>	CON	902	-		CRUSH	AS	-
K-31		"	"	CON	"		CRUSH	BY	-	-
K-32		"	"	CON	"		CRUSH	BY	-	-

CLIENT NAME: <u>City of Sumner</u>	SITE ADDRESS: <u>902-906 KINCAID</u>	RELINQUISHED BY: <u>Don</u>
ADDRESS: <u>on file</u>	<u>Sumner WA</u>	DATE / TIME: <u>10-17-22 - 9:00AM</u>
TELEPHONE:	INSPECTOR: <u>D. Bauscheberg</u>	RECEIVED BY:
FAX:	DATE SAMPLED:	DATE / TIME:
CELLULAR: 	4 HOUR      24-HOUR      3DAY	

SAMPLE NO.	LAB NO.	MATERIAL DESCRIPTION	MATERIAL ID	LAYER AND SUBSTRATE	LOCATION OF MATERIAL	QTY.	TREAT	%	TYPE	OTHER FIBERS
K-33		Brick & MORTAR	MISC03	-	exterior	-	MISC03	100	BRICK	✓
K-34		Window Seal CAULKING	MISC04	WOOD	ext windows		-	100	-	-
K-35		Heat Shield TV	TSE <sup>1</sup>	-	TV		-	50	CAULK	✓



**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 Sumner  
**Address:** 1104 Maple Street, Suite 260, Sumner, WA 98390  
**Attention:** Ted Hill  
**Project Name:** Kincaid Ave Pre-Demo Lead and Asbestos  
**Project Number:** N22-0672

**Rpt. Date:** 10/26/2022  
**Page:** 1 of 4  
**Invoice:** 229899  
**Date Rcvd:** 10/13/2022

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
K-01-a	20221013-76	Light Blue w/ Multi Colored Vinyl Tile	crush	<1	Chrysotile	
K-01-b		Dark Mastic		2	Chrysotile	
K-02-a	20221013-77	Gray w/ Red Slashes Vinyl Tile	crush	<1	Chrysotile	
K-02-b		Dark Mastic		2	Chrysotile	
K-03-a	20221013-78	Gray w/ Red Slashes Vinyl Tile	crush	2	Chrysotile	
K-03-b		Dark Mastic		<1	Chrysotile	
K-04-a	20221013-79	Cream Colored Multi Colored Specs Vinyl Tile	crush	ND		
K-04-b		Tan Mastic		ND		
K-05-a	20221013-80	Ceramic Tile	crush	ND		
K-05-b		Grout	crush	ND		
K-05-c		Mastic		ND		
K-06-a	20221013-81	Joint Compound		ND		cellulose
K-06-b		Wallboard		ND		cellulose
K-07-a	20221013-82	Joint Compound		ND		cellulose
K-07-b		Wallboard		ND		cellulose
K-08-a	20221013-83	Joint Compound		ND		cellulose
K-08-b		Wallboard		ND		cellulose
K-09-a	20221013-84	Joint Compound		ND		cellulose

## Polarized Light Microscopy Test Report (cont.)

**Client:** City of Sumner  
**Address:** 1104 Maple Street, Suite 260, Sumner, WA 98390  
**Attention:** Ted Hill  
**Project Name:** Kincaid Ave Pre-Demo Lead and Asbestos  
**Project Number:** N22-0672

**Rpt. Date:** 10/26/2022  
**Page:** 2 of 4  
**Invoice:** 229899  
**Date Rcvd:** 10/13/2022

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
K-09-b		Wallboard		ND		cellulose
K-10	20221013-85	Popcorn Ceiling Texture		ND		cellulose
K-11	20221013-86	Popcorn Ceiling Texture		ND		cellulose
K-12	20221013-87	Popcorn Ceiling Texture		ND		cellulose
K-13-a	20221013-88	Ceiling Tile		ND		cellulose
K-13-b		Brown Glue Dots		ND		cellulose
K-14	20221013-89	Tan Mastic		ND		cellulose
K-15-a	20221013-90	Tan Carpet Mastic		ND		cellulose
K-15-b		Mastic		ND		cellulose
K-16	20221013-91	Cove Base Mastic		ND		cellulose
K-17	20221013-92	Window Putty	crush	ND		cellulose
K-18	20221013-93	Vermiculite		<1	actinolite	cellulose
K-19	20221013-94	Texture		ND		cellulose
K-20	20221013-95	Texture		ND		cellulose
K-21	20221013-96	Texture		ND		cellulose
K-22	20221013-97	Texture		ND		cellulose
K-23	20221013-98	Texture		ND		cellulose
K-24	20221013-99	Sink Undercoat		ND		
K-25-a	20221013-100	Built Up Roofing	ash	80	Chrysotile	cellulose
K-25-b		Built Up Roofing	ash	80	Chrysotile	cellulose

## Polarized Light Microscopy Test Report (cont.)

**Client:** City of Sumner  
**Address:** 1104 Maple Street, Suite 260, Sumner, WA 98390  
**Attention:** Ted Hill  
**Project Name:** Kincaid Ave Pre-Demo Lead and Asbestos  
**Project Number:** N22-0672

**Rpt. Date:** 10/26/2022  
**Page:** 3 of 4  
**Invoice:** 229899  
**Date Rcvd:** 10/13/2022

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
K-25-c		Built Up Roofing	ash	ND		fiberglass/ cellulose
K-26-a	20221013 -101	Parapet Wall	ash	70	Chrysotile	cellulose
K-26-b		Parapet Wall	ash	70	Chrysotile	cellulose
K-27	20221013 -102	Patch	ash	ND		cellulose
K-28-a	20221013 -103	Built Up Roofing	ash	ND		cellulose/ fiberglass
K-28-b		Built Up Roofing	ash	ND		cellulose
K-29	20221013 -104	Patch	ash	ND		cellulose
K-30	20221013 -105	Exterior Stucco	crush	ND		
K-31	20221013 -106	Exterior Stucco	crush	ND		
K-32	20221013 -107	Exterior Stucco	crush	ND		
K-33-a	20221013 -108	Brick	crush	ND		
K-33-b		Mortar	crush	ND		
K-34	20221013 -109	Window Seal Caulking		ND		
K-35	20221013 -110	Heat Shield Thermal Insulation		50	Chrysotile	cellulose


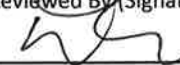
## Polarized Light Microscopy Test Report (cont.)

**Client:** City of Sumner  
**Address:** 1104 Maple Street, Suite 260, Sumner, WA 98390  
**Attention:** Ted Hill  
**Project Name:** Kincaid Ave Pre-Demo Lead and Asbestos  
**Project Number:** N22-0672

**Rpt. Date:** 10/26/2022  
**Page:** 4 of 4  
**Invoice:** 229899  
**Date Rcvd:** 10/13/2022

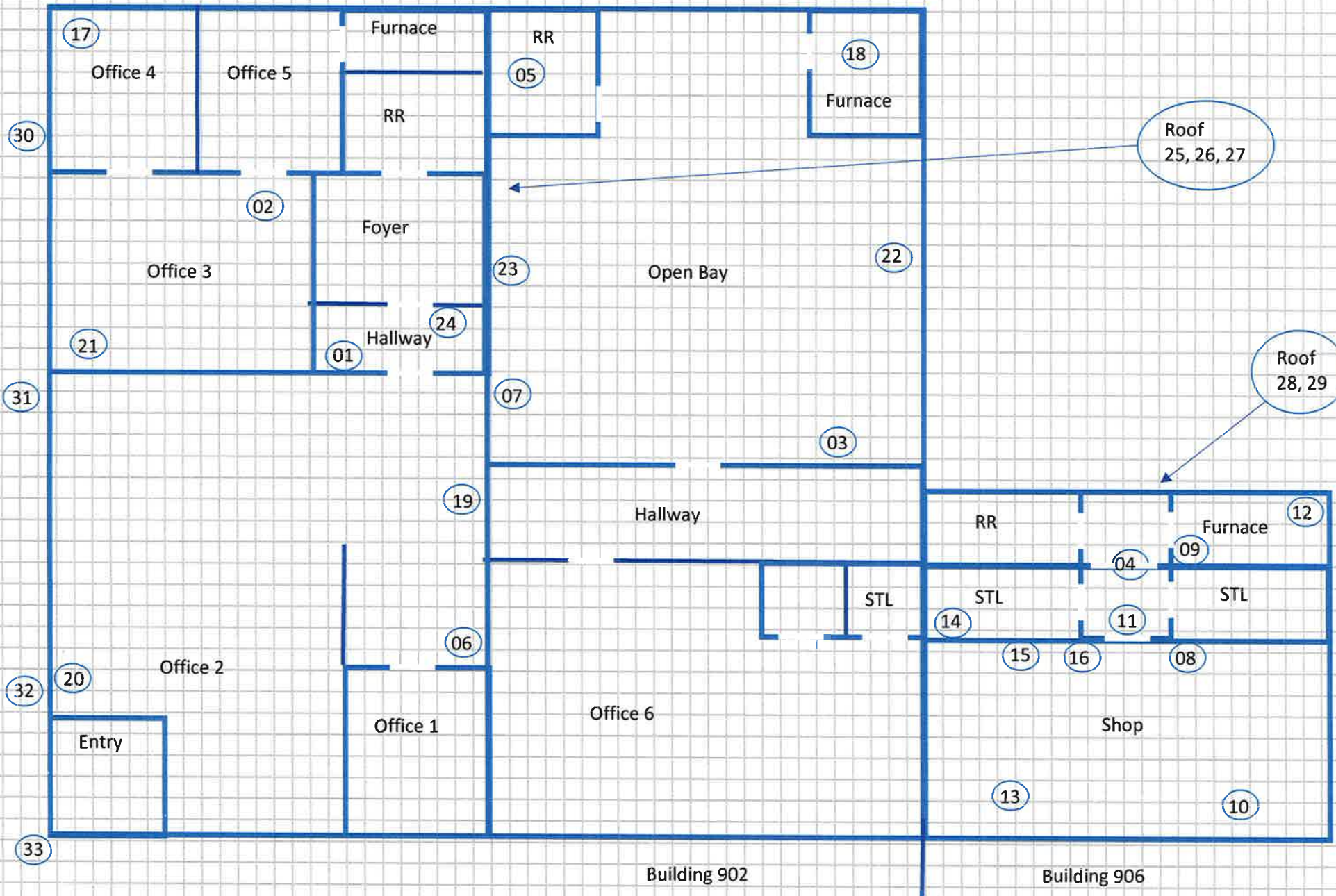
Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers

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) <b>Dennis Rauschenberg</b>	Date <b>10/26/2022</b>	Reviewed By (Print) <b>Donna McNeal</b>	Date <b>10/26/2022</b>
Analyzed By (Signature) 	Time	Reviewed By (Signature) 	Time

**Attachment B**



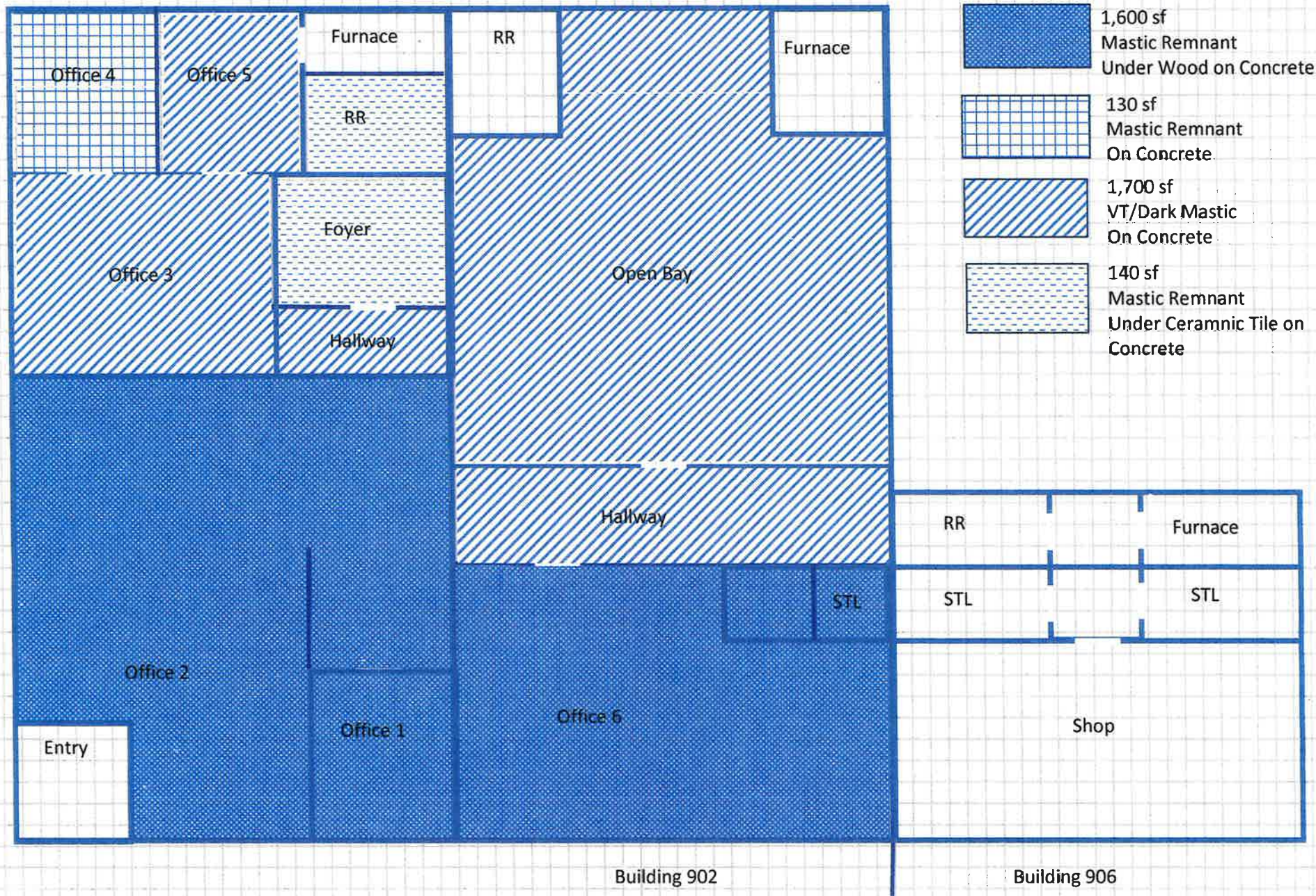


**NOW ENVIRONMENTAL SERVICES, INC**  
*An Environmental Compliance Consulting Firm*  
 34004 9th Avenue South A12, Federal Way Washington 98003  
 253-927-5233

SAMPLE Location:  
 Kincaid Bldg

Date: 10-Oct-22  
 Project #: N22-0672  
 Project Name:  
 Kincaid Building

CLIENT: City of Sumner  
 Project Location:  
 902 - 906 Kincaid  
 Sumner, WA 98390



**NOW ENVIRONMENTAL SERVICES, INC**  
*An Environmental Compliance Consulting Firm*  
 34004 9th Avenue South A12, Federal Way Washington 98003  
 253-927-5233

SAMPLE Location:  
**Kincaid Bldg**  
**Positive Asbestos**  
**Locations**

Date: 10-Oct-22  
 Project #: N22-0672  
 Project Name:  
 Kincaid Building

CLIENT: City of Sumner  
 Project Location:  
 902 - 906 Kincaid  
 Sumner, WA 98390

## **Attachment C**

# AHERA

**BUILDING INSPECTOR**

**REFRESHER CERTIFICATE**

This is to certify that

*Dennis Rauschenberg*

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-121721-02**

**Course Date: Dec. 17, 2021**

**Valid through: Dec. 17, 2022**



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














PROJECT  
LOCATION

## 902/906 KINCAID DEMOLITION PROJECT

# 902/906 KINCAID DEMOLITION PROJECT



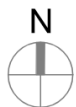
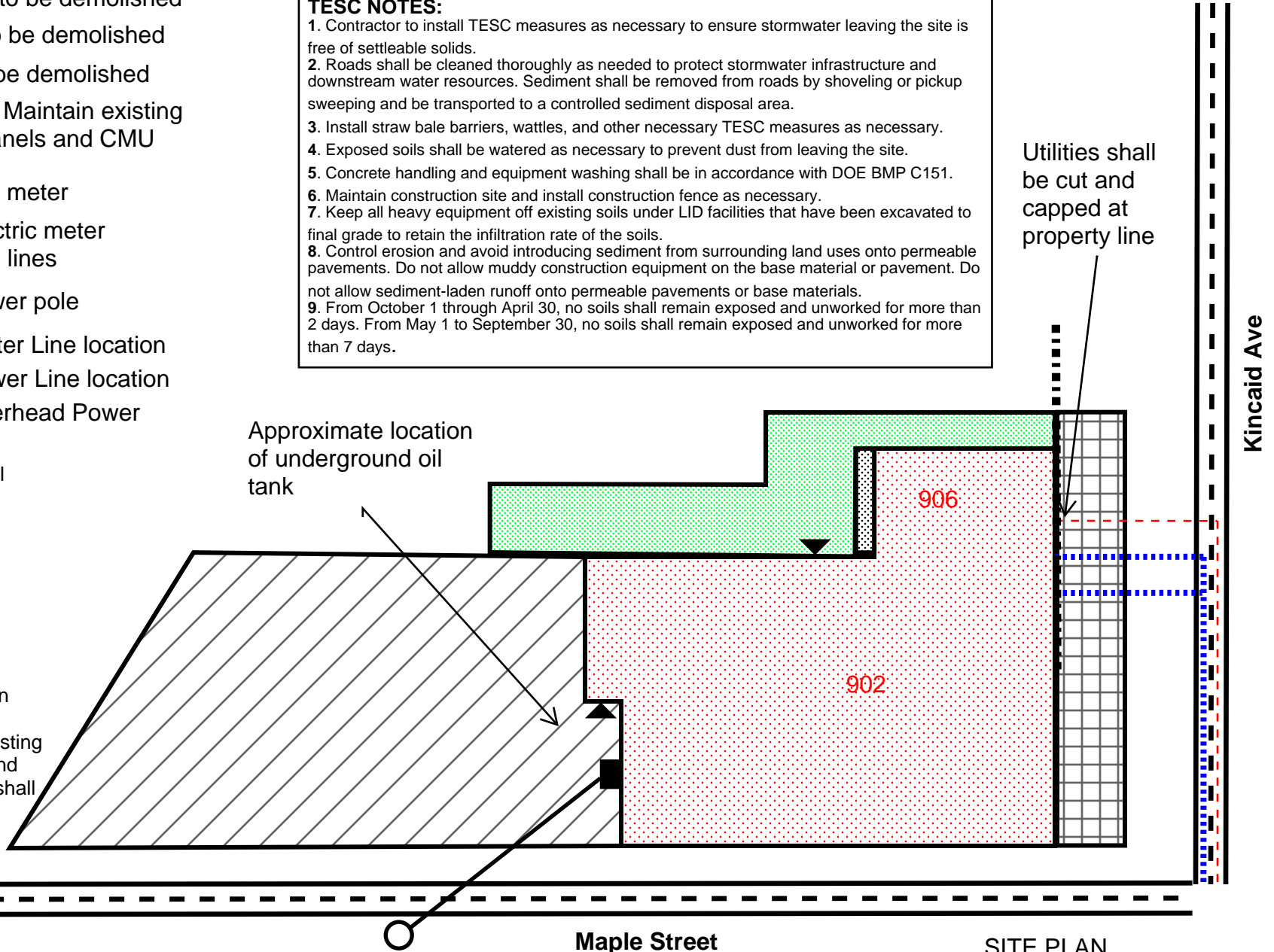
-  Vegetation to be removed
-  Parking Lot to be demolished
-  Side walk to be demolished
-  Building to be demolished
-  Protect and Maintain existing electrical panels and CMU wall
-  Existing gas meter
-  Existing electric meter w/ overhead lines
-  Existing power pole
-  Approx. Water Line location
-  Approx. Sewer Line location
-  Approx. Overhead Power

**TESC NOTES:**

1. Contractor to install TESC measures as necessary to ensure stormwater leaving the site is free of settleable solids.
2. Roads shall be cleaned thoroughly as needed to protect stormwater infrastructure and downstream water resources. Sediment shall be removed from roads by shoveling or pickup sweeping and be transported to a controlled sediment disposal area.
3. Install straw bale barriers, wattles, and other necessary TESC measures as necessary.
4. Exposed soils shall be watered as necessary to prevent dust from leaving the site.
5. Concrete handling and equipment washing shall be in accordance with DOE BMP C151.
6. Maintain construction site and install construction fence as necessary.
7. Keep all heavy equipment off existing soils under LID facilities that have been excavated to final grade to retain the infiltration rate of the soils.
8. Control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.
9. From October 1 through April 30, no soils shall remain exposed and unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days.

**Notes:**

1. Contractor shall verify all utility locations prior to beginning work.
2. Water and sewer connections shall be cut, capped and abandoned in place at the property line.
3. Gas and Power shall be disconnected by PSE.
4. Seeded Lawn Installation after demolition.
5. Protect and maintain existing exterior electrical panels and CMU wall. Electrical work shall be by others.



NOT TO SCALE

SITE PLAN  
 Drawn By: Drew McCarty  
 Dated 01/22/2024

# 902/906 KINCAID DEMOLITION PROJECT



Sidewalk to be demolished



Underground tank to be decommissioned and removed



Vegetation to be removed



Protect and Maintain exterior electrical panels and CMU wall