

**CITY OF SULTAN INVITATION TO BID**  
**Asbestos Abatement at**  
**500 Alder Avenue, City Owned Building**  
**Due Date: February 1, 2024**

Bids will be received by the City of Sultan Public Works Via Email at [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us), until 3:00 p.m., Thursday, February 1, 2024, for Asbestos Abatement at 500 Alder Avenue, City Owned Building , located at 500 Alder Avenue, Sultan WA,98294. Only bids that arrive in the Public Works email by this deadline will be considered.

Information regarding this solicitation, including addenda and bid results are available at [www.ci.sultan.wa.us](http://www.ci.sultan.wa.us) (see the services tab/bid opportunity's) or contact City hall at 360.793.2231 or via email at [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us). All bids shall be submitted on furnished forms. Sultan reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of the City of Sultan.

**CITY OF SULTAN INVITATION TO BID**  
**Asbestos Abatement at**  
**500 Alder Avenue, City Owned Building**  
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**DEFINITIONS:**

“**Award**” means the formal decision by the state or municipality notifying a responsible bidder with the lowest responsive bid of the state's or municipality's acceptance of the bid and intent to enter into a contract with the bidder.

“**Contract**” means a contract in writing for the execution of public work for a fixed or determinable amount duly awarded after advertisement and competitive bid, or a contract awarded under the small works roster process in RCW 39.04.155.

“**Bidder**” means any party submitting a bid responsive to this Invitation to Bid.

“**Responsible bidder**” means a bidder who meets the criteria in RCW 39.04.350.

**BIDDING INFORMATION**

Bids will be received by the City of Sultan Public Works Office, via email only at [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us), until 3:00 p.m., Thursday, February 1, 2024, for Asbestos Abatement at 500 Alder Avenue, City Owned Building . Only bids that arrive in the Public works email by this deadline will be considered.

Bid submittal check list with all required sheets are attached.

Information regarding this solicitation, including addenda and bid results are available at [www.ci.sultan.wa.us](http://www.ci.sultan.wa.us) (see the services tab/bid opportunity's ) or contact City Hall at 360.793.2231 or via email at [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us). All bids shall be submitted on furnished forms. The City Sultan reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of the City of Sultan.

All bidders must certify they are not on the Comptroller General's list of ineligible contractors, nor the list of parties excluded from federal procurement or non-procurement programs.

**SPECIFICATIONS**

The city is requesting bids for Asbestos Abatement at the City's Public Works Facility. This work will include:

1. Remove and dispose of approximately 5,400 square feet of dry wall that contains asbestos throughout the house including the ceilings all the way to the studs.

This work will also include:

- Includes labor, disposal, materials, permits, equipment, conduct air sampling before, during and after the asbestos removal, and insurance.
- Set up negative air pressure demand enclosure and seal off all air vents and breach to prevent crossed contamination.
- Work to be performed during days and times mutually convenient to the city and contractor.
- Work area will be cleared of any contents prior to start the asbestos abatement.

- All work to be performed in strict compliance with all federal, state and local regulations.
- Water and electricity will be provided by the city.

Detailed specifications can be found on page nine (9) of this document. For specific options, please see the bid submittal sheet. Bidders are permitted to attach pricing for additional features or options, which may not be listed in the specification using the format listed on the bid submittal form.

### **BRAND NAMES USED IN THIS SPECIFICATION**

This is NOT a brand name specification. When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature. Any bid containing a brand that is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid. The City of Sultan shall be the sole judge about whether an item submitted as an equal or alternate is acceptable. The responsibility of demonstrating to the City of Sultan's satisfaction that a product is "equal" to that specified shall be on the vendor proposing the substitution. Requests for approval of substitutions must be made with sufficient time to allow the City of Sultan to adequately review the proposal, including time for vendors to respond to questions and requests for additional information or clarification. The City of Sultan has no obligation to accept proposed substitutions or engage outside consultants or experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to bids being due, other bidders will be notified if practical and convenient.

### **COMPLETION OF WORK**

This work shall be completed within 6 weeks of the notice to proceed.

### **BID OPENING**

All bids must be received by the City of Sultan's Public Works Department email no later than 3:00p.m. on Thursday February 1, 2024, and must be clearly marked:

**BID FOR Asbestos Abatement at 500 Alder Avenue City Owned Building**

Only firm bids will be accepted, and the city reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the city. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The city further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interest of the city. Bidders are cautioned that neither preliminary bid results nor an indication of the apparent lowest bid compel the city to make an award. Awards, if any, will be evidenced by the issuance of a Purchase Order or Contract.

### **QUESTIONS**

Unauthorized contact regarding this Invitation to Bid with City of Sultan employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Sultan. Bidders should rely only on written statements issued by the individual named below.

Questions regarding this Invitation to Bid may be directed to the City Public Works Director at 360.793.2231 or via email at [cityhall@ci.sultan.wa.us](mailto:cityhall@ci.sultan.wa.us).

### **TAXES AND FEDERAL EXCISE TAX**

Washington State sales tax shall be shown as a separate line on the bid submittal sheet. No charge by the Bidder shall be made for federal excise taxes. The City of Sultan, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Sultan agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

### **COOPERATIVE PURCHASING**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Sultan and which are actively participating may purchase from City of Sultan contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Sultan. The City of Sultan does not accept any responsibility for orders issued by other public agencies.

Public agencies desiring to use The City of Sultan's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Sultan, as required by RCW 39.34. Only those public agencies that have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be in effect by an order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Sultan.

The City of Sultan accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Sultan accepts no responsibility for payment of the purchase price for any public agency.

### **MULTIPLE BIDS**

Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions and specifications of this Invitation to Bid.

## **SINGLE RESPONSE**

A single response to this Invitation to Bid may be deemed a failure of competition and in the best interest of the City of Sultan, the Invitation to Bid may be cancelled.

## **BIDDING ERRORS**

The City of Sultan will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The City of Sultan reserves the right to make corrections or amendments due to errors identified in bids by the City of Sultan or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Buyer will review the work sheets and if the Buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its bid.

After opening and reading bids, the City of Sultan will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will be controlled. The total of extensions, corrected where necessary, will be used by the City of Sultan.

## **PAYMENT**

Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to:

City of Sultan  
Accounts Payable  
P.O. Box 1199  
319 Main Street  
Sultan WA, 98294

## **BID REJECTION**

The City of Sultan reserves the right to reject any or all bids at any time without penalty.

## **WITHDRAWAL OF BIDS**

Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Office of the City Clerk.

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## **NON-ENDORSEMENT**

As a result of the selection of a vendor to supply products and/or services to the City of Sultan, the City of Sultan is neither endorsing nor suggesting that the vendor's products are the best or only solution. The vendor agrees to make no reference to the City of Sultan in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Sultan.

## **PROPRIETARY MATERIAL SUBMITTED**

All documents prepared by the bidder pursuant to this Invitation to Bid shall become the sole property of the City. Bidders should be aware that their response may be considered a public record and subject to public disclosure under the Public Records Act, Chapter 42.56 RCW. Any information contained in the bid submitted that the bidder believes to be proprietary or otherwise exempt from the Public Records Act must be clearly designated as such. Marking the entire bid as proprietary or exempt will be neither accepted nor honored. If a request is made to view a bidder's bid, the City of Sultan will comply according to the Public Records Act. If any information is marked as proprietary or exempt in the bid, such information will not be made available until the affected bidder has been notified of the request and given a reasonable amount of time to seek a court injunction against the requested disclosure.

## **RESPONSE PROPERTY OF THE CITY OF SULTAN**

All materials submitted in response to this request become the property of the City of Sultan. Selection or rejection of a response does not affect this right.

## **NO OBLIGATION TO BUY**

The City of Sultan reserves the right to refrain from contracting with any vendor. The release of this Invitation to Bid does not compel the City of Sultan to purchase.

## **COST OF PREPARING BIDS**

The City of Sultan is not liable for any costs incurred by vendors in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

## **BID AWARD**

If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the city to be responsive.

## **BIDDER EVALUATION CRITERIA**

Matters relating to qualification to meet the City's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices will be used to select successful bidders. The following elements may also be considered:

- Any preferences provided by law to local products and Bidder.
- The ability, capacity, and skill of the Bidder to perform the contract.
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- Whether the Bidder can perform the contract within the time specified.
- The quality of performance of previous contracts or services.

- The previous and existing compliance by the Bidder with laws relating to the contract.
- Such other information may be secured having a bearing on the decision to award the contract.
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project or future tenders.

**LIQUIDATED DAMAGES**

Time is of the essence and the goods described herein must be completely furnished, installed, and operational by the date promised or the City of Sultan will suffer harm. The vendor agrees to pay the City of Sultan, as liquidated damages, a sum equal to 1% of the original contract award amount, excluding Washington States Sales Tax, for each and every calendar day that delivery is not made after the date promised. This amount shall be fixed as liquidated damages that the City of Sultan will suffer by reason of such delay, and not as a penalty. The City of Sultan shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier. The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier. These causes include, but are not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargos.

**CUSTOMER REFERENCES**

All bids must include a minimum of two non-bidder owned customer references completing a sign project in a comparably sized order/installation to the City of Sultan’s requirements. The Bidder must include the following for each reference:

- Company Name
- Business Address
- Name of Contact
- Title of Contact
- Telephone Number of Contact
- Description of Order/Installation
- Date Order Installed

The City of Sultan may, at its option, contact other known vendor customers for references.

**ADDENDA**

Bidders are responsible to check the City of Sultan’s website for the issuance of any addenda prior to submitting a bid. The address is [www.ci.sultan.wa.us](http://www.ci.sultan.wa.us) (see the services tab/bid opportunity’s ).

**PRE-BID CONFERENCE**

All bidders will be required to schedule a pre-bid site visit. Submit your request for a site visit to [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us) and a site visit will be scheduled and tracked.

**BID OPENING LOCATION**

The city will not be holding a bid opening for this project. Check the city’s website at [www.ci.sultan.wa.us](http://www.ci.sultan.wa.us) (see the services tab/bid opportunity’s) for that information the day after the bid opening.

**COMPLIANCE WITH LAW**

In responding to this Invitation to Bid, all bidders shall comply with all applicable federal, state and local laws, rules, and regulations, and agree to hold the City harmless against any and all claims arising from the consultant's violation thereof.



**SPECIFICATIONS FOR Asbestos Abatement at 500 Alder Avenue  
City Owned Building**

Bidders must respond to each listed specified item (except as noted as "N/A" or "Info Only" by the city) in the "YES," "NO," or "COMMENTS" areas provided. When areas are left blank, this may be cause to deem bid "non-responsive." Bidders may list variations to these minimum specifications in the "COMMENTS" section of the Bid sheets. Bidders may also suggest alternatives to specifications included in the conceptual materials. Bidders are also encouraged to list and price any options that are felt to enhance the use and value to the city as well. All standard equipment to be included specified or not. It will be understood that the commodity put forth for the city's consideration will be in accordance with the latest codes, standards, and practices of its respective industry. The City of Sultan also reserves the right to waive, decline, or take exception to any order if specifications and/or warranty requirements are not met or if changes are not approved.

<b>Asbestos Abatement at the 500 Alder Avenue City Owned Building</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
Main level Floor	Remove and dispose of approximately 5,400 square feet of dry wall that contains asbestos throughout the house including the ceilings all the way to the studs.			
Necessary Removal	In order to get to the asbestos, you may be required to remove carpet, light fixtures, smoke detectors cabinets and window coverings that are in the work area, these items are not expected to be put back up by the contractor.			

Located at 500 Alder Avenue Sultan WA,98294

## SEATTLE ASBESTOS OF WASHINGTON

425-362-3484

License # SEATTAW8369R9

[saowashington@gmail.com](mailto:saowashington@gmail.com)

**Inspector: Madison Carreno**

**Date of Inspection: 05/08/2023**

**Inspection Type: Asbestos Testing for  
Demolition home.**

**Inspection Site Address: 500 Alder st sultan WA 98294**



**Prepared For**

**Nate Morgan**

**Email: [nate.morgan@ci.sultan.wa.us](mailto:nate.morgan@ci.sultan.wa.us)**

**Phone : [425-508-8987](tel:425-508-8987)**

**Background Information:**

The client is planning to demolish the structure and has requested a good-faith asbestos site survey to determine if any of the building materials within the scope of work contain asbestos.

**Property description:**

The subject property at 500 Alder st Sultan WA 98294 is a single level residence is approximately 2,118 square feet, with electric heating system originally built in 1960.

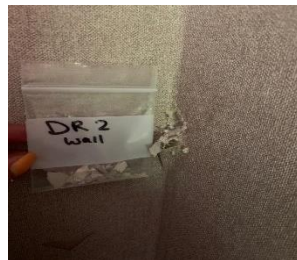
**Summary-**

Based on the results of the sampling performed on the subject property and the description of the work that is to be performed special asbestos abatement and disposal procedures **WILL** be needed on the identified building materials inside or outside of the property containing asbestos materials (PACM):

Asbestos was detected.



Kitchen ceiling



Dining room wall

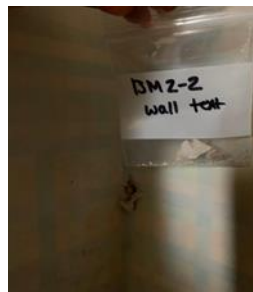


Family room wall

Family room ceiling

Bath room#1 wall

Bath room#2 wall



Laundry room wall



laundry room ceiling



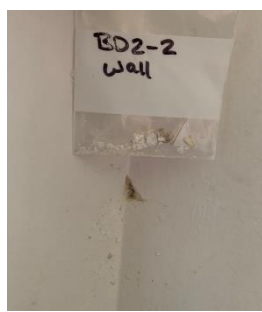
Bedroom#1 ceiling



Bedroom#1 wall

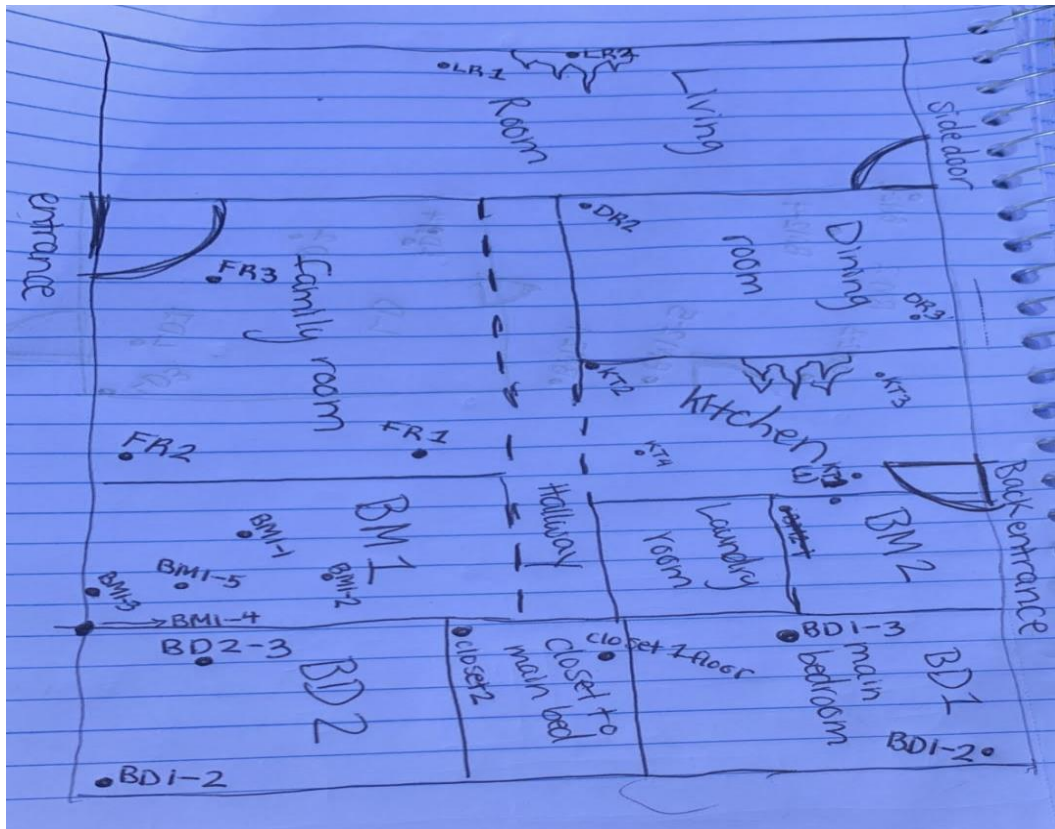


Bedroom#2 wall



Bedroom#2 ceiling





BD-1 Bedroom#1

BD-2 Bedroom#2

BM-1 Bathroom#1

BW-2 Bathroom#2

LD- Laundry room

LR- Living room

DR- Dining room

KT- Kitchen

FR- Family room

01- Backdoor (floor entrance)

According to the lab results we have to assume all texture in the home contains Asbestos most samples that were taking from the dry wall came back with 2% Chrysotile

## Lab Analysis

Lab Code: All samples included in this report were transported to Washington Asbestos Testing LAB # 600040-04 located at 12811 8<sup>th</sup> Ave W Ste, B101, Everett WA 98204 Batch #WATE2301541.

### **Purpose of Survey:**

A hazardous material inspection is intended to investigate structure for potential ACM, sample and provide accurate results to the customer in accordance with 40 CFR 763.86, the EPA regulations for Asbestos Hazard Emergency Response Act (AHERA). Sample test results will be displayed in the survey. Depending on the material sampled, there may be multiple layers within each sample. These layers you will find broken out within each sample on the results report. Each layer of the sample is prepared onto individual slides to be analyzed to provide the most accurate result.

### **Asbestos Material Note: Per Labor and Industries**

For any activity involving greater than 48 square feet or ten linear feet of ACM that may release asbestos fibers into the air (demolition/renovation), written notification must be given to the L&I regional office by the qualified contractor no later than 10 days prior to the start of the project (Washington Administrative Code[WAC] 296-65-020).

**For activities impacting materials with less than 1 percent asbestos content, the contractor will need to follow work practice requirements as given in WAC 296-62-07712(2), particularly use of wet, non-aggressive methods and prompt clean-up. Vacuums used must be HEPA filtered. Worker training must include two-hour asbestos awareness training. Respiratory protection must be based on overall dust levels. A competent person to the site must be assigned and trained under requirements of WAC 296-62-07728.**

### **Sampling Methodology:**

Asbestos is a generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); anthophyllite; tremolite, and actinolite. Inhalation of asbestos fibers has been linked to diseases such as asbestosis, lung cancer, and mesothelioma.

### **Friability:**

Fri-ability ACM is any material containing more than one percent asbestos (as determined by polarized light microscopy) that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Non-Friable ACM is any material containing more than one percent asbestos (as determined by Polarized Light Microscopy) that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Under the Asbestos NESHAP, non-friable ACM is divided into two categories. Category I non-friable ACM are asbestos-containing resilient floor coverings (commonly known as vinyl asbestos tile (VAT), asphalt roofing products, Packaging and gaskets. These materials rarely become friable. All other non-friable ACM are considered category II non-friable ACM.

### **Limitations:**

There are limitations to any survey. First, surveys are designed to have the inspector take samples at random when following the method. This is important to understand because it is impossible to sample every square inch of a structure. Areas that are not addressed in this survey must be considered homogeneous materials, unless requested in an additional survey. Excluded from the survey are toilets, hot water tanks, light fixtures, HVAC units, and all other appliances that may still be present in the building at the time of the survey but will be removed before the demolition of the structure. Other limitations may be when the inspector cannot access areas during the survey. This could be any multitude of reasons. For example, in cases where destructive sampling is not allowed and the inspector is unable to sample beneath many layers of flooring, or behind walls, structures or tight spaces. This report is in request and

for exclusive use of the client and their interested parties. The inspection and report follow the general guidance recommended by AHERA, and no other warranty, expressed or implied, is made. Any unauthorized use or use of this report beyond the scope is strictly prohibited.

Sampling locations were chosen to be representative of the homogeneous materials. Samples of friable surfacing material were collected in a statistically random manner. In general, the EPA random sampling protocol outlined in the EPA publication, "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials" (EPA 560/5-85-030a, October 1985) was followed. Sample's locations for non-friable materials were in a manner that would best represent the sampling group, while minimizing potential fiber releases.

All asbestos sampling performed by Seattle Asbestos of Washington is carried out pursuant to 40 CFR 763.86 as required by both AHERA and ASHARA. All Samples will be collected by an AHERA accredited asbestos building inspector and analyzed by polarized light microscopy by a laboratory accredited by the National Bureau of Standards (NBS). All asbestos samples are taken under wet-removal method to limit the likelihood of airborne particles being released.

Destructive sampling was limited to accessible materials. No samples were taken that would cause damage to the structural integrity of the building or endanger the inspector. If any materials not covered in this report are discovered when work begins, they are to be assumed to contain asbestos until further testing has proven otherwise.

### **Notes and Terms:**

***Homogeneous Sampling Area-*** An area or areas of suspected asbestos containing building materials which appears similar throughout in color, texture, and date of material application.

***Thermal System Insulation-***Material applied to pipes, fittings, boilers, breechings, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

***Surfacing Material-*** Material that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing material on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

***Miscellaneous Material-*** Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include thermal system insulation or surfacing materials.



## **Warranty**

Seattle Asbestos of Washington warrants that the findings contained herein have been prepared in general accordance with accepted professional practices as applied by similar professionals in the community at the time of this report preparation. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

The field and laboratory results reported herein are considered sufficient enough in detail and scope to determine the presence of accessible or exposed suspect containing building materials in the facility at the time of inspection. Test results are valid only for the materials tested.

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

No other guarantee warranties are implied or expressed.

## **Regulation Summary**

A material is considered by the EPA and the State of Washington to be asbestos containing if at least one sample collected from the homogeneous area shows asbestos present in an amount greater than one percent (>1%) asbestos.

Asbestos containing building materials (ACBM) are regulated by federal, state, and local agencies, which including but not limited to the following:

### **Federal Agencies**

Occupational Safety and Health Administration (OSHA), under 29 CFR 1910.1001, 29 CFR 1915.1101, and 29 CFR 1926.1101.

Environmental Protection Agency (EPA) under 40 CFR 763, and 40 CFR 61. The EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) require a survey for asbestos be done on facilities that are to undergo demolition or renovation work. Materials found to contain asbestos may need to be removed prior to the start of such work. The following is the definition of a regulated asbestos containing material (RACM) under 40 CFR 61 Sub-part M:

**Regulated Asbestos Containing Material (RACM)** means (a) Friable asbestos material, (b) has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this sub-part.

**Category I non-friable** asbestos-containing material (ACM) means asbestos-containing packing's, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 per-cent asbestos as determined using the method specified in appendix E, sub-part E, 40 CFR part 763, section 1, Polarized Light Microscopy.

**Category II non-friable** ACM means any material, excluding Category I non-friable ACM, containing more than 1 per-cent asbestos as determined using the methods specified in appendix E, sub-part E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

## **State & Local Agencies**

Washington State Department of Labor and Industries (L&I), Washington Industrial Safety and Health Act (WISHA) services-Reference WAC 296-65 and WAC 296-62-077.

Northwest Clean Air Agency (NWCAA), section 570 (Asbestos Control Standards). 1600 South 2<sup>nd</sup> Street, Mount Vernon WA 98273. (360) 428-1617 Fax (360) 428-1620 [www.nwcleanair.org](http://www.nwcleanair.org)  
The Northwest Clean Air Agency (NWCAA) is a multi-county agency, encompassing Island, Skagit and Whatcom Counties, formed pursuant to the Washington State Clean Air Act RCW 70.94. Refer to the above website for additional information.

Puget Sound Clean Air Agency

Encompassing King, Kitsap, Pierce, Snohomish Counties 1904 Third Ave Suit 105 Seattle WA 98101. Phone: 206-343-8800. Refer to the following website for additional Information:  
[www.pscleanair.org](http://www.pscleanair.org)

No hard measurements were taken of this facility; all square/lineal footage figures are approximate rough estimates to provide perspectives and scope. Abatement Contractors will need to take measurements. It is the responsibility of the homeowner to delegate what asbestos will need to be removed per there project scope. If a demolition will take place all asbestos containing material will need to be removed prior to demolition




**MADISON CARRENO**  
**INSPECTOR CERTIFIED A.H.E.R.A**  
**ACCRED. # BI-NES-N230029 (EXPIRES 02/23/2024 )**  
[Madison Carreno](#) AHERA BUILDING INSPECTOR: 206-591-7496

Attn: **Madison Carreno**  
**Seattle Asbestos of Washington**  
**PO Box 5515, Lynnwood, WA 98046**

Office Phone: (425) 362-3484  
 Date Received: 5/5/2023  
 Date Analyzed: 5/8/2023  
 Samples Received: 44  
 Samples Analyzed: 44

Project: **Nate Morgan 319 Main St P.O box 1199, Sultan, WA 98294**  
**500 Alder St., Sultan, WA 98294**

Analyzed By   
 Thomas Messina

Approved By \_\_\_\_\_  
 Approved Signatory (If Necessary)

SEQ#	SAMPLE ID	LAYER	DESCRIPTION	% NON-ASBESTOS FIBERS	% NON-FIBROUS	% ASBESTOS TYPE
1	KT1 floor	1	Tan sheet vinyl	5% Cellulose	95% Non-fibrous (Other)	None Detected
		2	Gray fibrous material	65% Cellulose, Synthetic	35% Non-fibrous (Other)	None Detected
		3	Brown mastic	2% Cellulose, Synthetic	98% Non-fibrous (Other)	None Detected
		4	Tan wood debris	5% Cellulose	95% Non-fibrous (Other)	None Detected
2	KT2 wall	1	White chalky material with paper and paint	20% Cellulose, Glass	80% Non-fibrous (Other)	None Detected
3	KT3 ceiling	1	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		2	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected
4	KT4 countertop	1	Beige brittle/rigid material	60% Cellulose	40% Non-fibrous (Other)	None Detected
		2	Yellow mastic	2% Cellulose	98% Non-fibrous (Other)	None Detected
5	KT5 tile	1	Red ceramic	None Detected	100% Non-fibrous (Other)	None Detected
		2	Gray brittle/sandy material	2% Cellulose	98% Non-fibrous (Other)	None Detected
6	KT6 FR	1	Gray loose/sandy material	3% Cellulose, Synthetic	97% Non-fibrous (Other)	None Detected
7	DR3 ceiling	1	White chalky material with paper and paint	20% Cellulose, Glass	80% Non-fibrous (Other)	None Detected
8	DR2 wall	1	Multicolored vinyl covering	None Detected	100% Non-fibrous (Other)	None Detected
		2	White woven fibrous material	85% Cellulose	15% Non-fibrous (Other)	None Detected
		3	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		4	Tan compact powdery joint compound with paper	35% Cellulose	63% Non-fibrous (Other)	2% Chrysotile
		5	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected
9	FR2 wall	1	Beige vinyl covering	None Detected	100% Non-fibrous (Other)	None Detected
		2	White woven fibrous material	85% Cellulose	15% Non-fibrous (Other)	None Detected
		3	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		4	Tan compact powdery joint compound with paper	35% Cellulose	63% Non-fibrous (Other)	2% Chrysotile
		5	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected

Analyzed By

Thomas Messina

Approved By

Approved Signatory (if Necessary)

SEQ#	SAMPLE ID	LAYER	DESCRIPTION	% NON-ASBESTOS FIBERS	% NON-FIBROUS	% ASBESTOS TYPE
10	FR1 floor	1	Tan woven fibrous material	85% Synthetic	15% Non-fibrous (Other)	None Detected
		2	Yellow synthetic foam	None Detected	100% Non-fibrous (Other)	None Detected
		3	Yellow mastic	3% Synthetic, Cellulose	97% Non-fibrous (Other)	None Detected
		4	White compact powdery material	2% Cellulose	98% Non-fibrous (Other)	None Detected
11	FR3 ceiling	1	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		2	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected
12	LR1 ceiling	1	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		2	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected
13	LR2 fr	1	Gray loose/sandy material	2% Cellulose	98% Non-fibrous (Other)	None Detected
14	BM1-1 floor	1	Brown vinyl	5% Cellulose	95% Non-fibrous (Other)	None Detected
		2	Black asphaltic fibrous material	70% Cellulose, Synthetic	30% Non-fibrous (Other)	None Detected
15	BM 1-2	1	Pink brittle/rigid material	60% Cellulose	40% Non-fibrous (Other)	None Detected
		2	Yellow mastic	2% Cellulose	98% Non-fibrous (Other)	None Detected
		3	Brown wood debris	5% Cellulose	95% Non-fibrous (Other)	None Detected
16	BM 1-3	1	Pink brittle/rigid material	60% Cellulose	40% Non-fibrous (Other)	None Detected
		2	Off white compact brittle material	3% Cellulose	97% Non-fibrous (Other)	None Detected
17	BM 1-4	1	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		2	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected
18	BM 1-5	1	White chalky material with paper	20% Cellulose, Glass	80% Non-fibrous (Other)	None Detected





Washington Asbestos Testing LLC  
 11200 Kirkland Way Ste. 340A, Kirkland, WA 98033 • (425) 658-7286  
 12811 8th Ave W Ste. B101, Everett, WA 98204 • (425) 374-8706  
 watestingllc.com

NVLAP Lab Code 600040-0

Batch #: WATE2301526

**Asbestos Analysis of Bulk Materials by App. E to Sub. E of 40 CFR Part 763 and EPA 600/R-93/116  
 Methods Using Polarized Light Microscopy**

<b>Attn: Madison Carreno</b> <b>Seattle Asbestos of Washington</b> <b>PO Box 5515, Lynnwood, WA 98046</b>	Office Phone: (425) 362-3484 Date Received: 5/5/2023 Date Analyzed: 5/8/2023 Samples Received: 44 Samples Analyzed: 44
<b>Project: Nate Morgan 319 Main St P.O box 1199, Sultan, WA 98294</b> <b>500 Alder St., Sultan, WA 98294</b>	

Analyzed By   
 Thomas Messina

Approved By \_\_\_\_\_  
 Approved Signatory (If Necessary)

SEQ#	SAMPLE ID	LAYER	DESCRIPTION	% NON-ASBESTOS FIBERS	% NON-FIBROUS	% ASBESTOS TYPE
19	BM 2-1	1	Yellow mastic	3% Synthetic, Cellulose	97% Non-fibrous (Other)	None Detected
		2	Tan vinyl	5% Cellulose	95% Non-fibrous (Other)	None Detected
		3	Gray fibrous material	65% Cellulose, Synthetic	35% Non-fibrous (Other)	None Detected
		4	Brown mastic	2% Cellulose, Synthetic	98% Non-fibrous (Other)	None Detected
		5	Tan wood debris	5% Cellulose	95% Non-fibrous (Other)	None Detected
20	BM 2-2	1	Tan compact powdery texture with paint	3% Cellulose	95% Non-fibrous (Other)	2% Chrysotile
		2	Tan compact powdery joint compound with paper	35% Cellulose	63% Non-fibrous (Other)	2% Chrysotile
		3	White chalky material with paper	20% Cellulose	80% Non-fibrous (Other)	None Detected
21	BM 2-3	1	Blue brittle/rigid material with paint	None Detected	100% Non-fibrous (Other)	None Detected
		2	Tan mastic	2% Cellulose	98% Non-fibrous (Other)	None Detected
22	BM 2-4	1	White chalky material with paper and paint	20% Cellulose	80% Non-fibrous (Other)	None Detected
23	BM 2-5	1	Yellow mastic with paint	2% Cellulose	98% Non-fibrous (Other)	None Detected
		2	Blue vinyl tile	2% Cellulose	98% Non-fibrous (Other)	None Detected
		3	Black mastic	2% Cellulose	98% Non-fibrous (Other)	None Detected
		4	Tan fibrous material	60% Cellulose	40% Non-fibrous (Other)	None Detected
24	001	1	Tan vinyl	5% Cellulose	95% Non-fibrous (Other)	None Detected
		2	Gray fibrous material	65% Cellulose, Synthetic	35% Non-fibrous (Other)	None Detected
		3	Brown mastic	2% Cellulose, Synthetic	98% Non-fibrous (Other)	None Detected
		4	Tan wood debris	5% Cellulose	95% Non-fibrous (Other)	None Detected
25	LD1 floor	1	Yellow mastic	2% Cellulose	98% Non-fibrous (Other)	None Detected
		2	Brown fibrous material	85% Cellulose	15% Non-fibrous (Other)	None Detected
		3	Gray sandy/brittle material	2% Cellulose	98% Non-fibrous (Other)	None Detected

Analyzed By   
 Thomas Messina

Approved By \_\_\_\_\_  
 Approved Signatory (If Necessary)

SEQ#	SAMPLE ID	LAYER	DESCRIPTION	%	NON-ASBESTOS FIBERS	%	NON-FIBROUS	%	ASBESTOS TYPE
26	LD2	1	Off white brittle/rigid material	60%	Cellulose	40%	Non-fibrous (Other)		None Detected
		2	Yellow mastic	2%	Cellulose	98%	Non-fibrous (Other)		None Detected
27	LD3	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	Tan compact powdery joint compound with paper	35%	Cellulose	63%	Non-fibrous (Other)	2%	Chrysotile
		3	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected
28	LD4	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected
29	Closet 1 floor	1	Multicolored vinyl tile	2%	Cellulose	98%	Non-fibrous (Other)		None Detected
		2	Black mastic	2%	Cellulose	98%	Non-fibrous (Other)		None Detected
30	Closet 2	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	Tan compact powdery joint compound with paper	35%	Cellulose	63%	Non-fibrous (Other)	2%	Chrysotile
		3	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected
31	BD1-2	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	Tan compact powdery joint compound with paper	35%	Cellulose	63%	Non-fibrous (Other)	2%	Chrysotile
		3	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected
32	BD1-3	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	Tan compact powdery joint compound with paper	35%	Cellulose	63%	Non-fibrous (Other)	2%	Chrysotile
		3	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected
33	BD2-2	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	Tan compact powdery joint compound with paper	35%	Cellulose	63%	Non-fibrous (Other)	2%	Chrysotile
		3	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected
34	BD2-3	1	Tan compact powdery texture with paint	3%	Cellulose	95%	Non-fibrous (Other)	2%	Chrysotile
		2	White chalky material with paper	20%	Cellulose	80%	Non-fibrous (Other)		None Detected

The results given relate only to the items tested. The results apply to the sample(s) as received.  
 Reports must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

**CITY OF SULTAN  
Asbestos Abatement at 500 Alder Avenue  
City Owned Building  
BID SUBMITTAL SHEET  
(Page 1 of 2)**

**Specify pricing for requested Asbestos Abatement at 500 Alder Avenue City Owned Building**

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1.	Remove and dispose of approx. 5,400 square feet of dry wall that contains asbestos throughout the house including the ceilings all the way to the studs.	1	LS	\$	\$
2.	Minor changes reserve: <b>use must be approved by city staff prior to work.</b>	1	LS	\$2,000.00	2,000.00
Net Offer					\$
9.1% WA State Sales Tax					\$
TOTAL					\$

PAYMENT TERMS: Payment is due within 30 days of receipt of the invoice.

FULL LEGAL NAME OF COMPANY: \_\_\_\_\_



**CITY OF SULTAN  
Asbestos Abatement at 500 Alder Avenue  
City Owned Building**

**BID SUBMITTAL SHEET  
(Page 2 of 2)**

Has the company operated at least 1 year without interruption? Yes:\_\_\_No:\_\_\_

Has an owner of the company been convicted of a crime within the past 10 years? Yes:\_\_\_No:\_\_\_

Does any employee or official of the City have any financial or other interest in your firm? Yes:\_\_\_No:\_\_\_

Undersigned acknowledges that addenda\_\_\_\_\_through\_\_\_\_\_have been taken into account as part of this offer.

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE\_\_\_\_\_FAX \_\_\_\_\_

NAME (PLEASE PRINT)\_\_\_\_\_TITLE \_\_\_\_\_

SIGNED\_\_\_\_\_DATE \_\_\_\_\_

CITY OF SULTAN BUSINESS LICENSE # \_\_\_\_\_

**CITY OF SULTAN  
Asbestos Abatement at 500 Alder Avenue  
City Owned Building  
BID SUBMITTAL CUSTOMER REFERENCES**

**1. Company Name** \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Telephone Number of Contact \_\_\_\_\_  
Description of Order/Installation \_\_\_\_\_  
Date Order/Installation \_\_\_\_\_

**2. Company Name** \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Telephone Number of Contact \_\_\_\_\_  
Description of Order/Installation \_\_\_\_\_  
Date Order/Installation \_\_\_\_\_

**VENDOR INFORMATION**

Years of Operation: \_\_\_\_\_

Warranty Policies and Procedures: \_\_\_\_\_

\_\_\_\_\_

**CITY OF SULTAN  
Asbestos Abatement at 500 Alder Avenue  
City Owned Building**

**BID SUBMITTAL  
NON COLLUSION CERTIFICATION**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever.

Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: \_\_\_\_\_

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

City-State-Zip: \_\_\_\_\_

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

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

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

(written)

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

(typed/printed)

**COMPLIANCE WITH LAW**

In responding to this Invitation to Bid, all bidders shall comply with all applicable federal, state and local laws, rules, and regulations, and agree to hold the City harmless against any and all claims arising from the consultant's violation thereof.

**CITY OF SULTAN  
Asbestos Abatement at 500 Alder Avenue  
City Owned Building  
BID SUBMITTAL**

**CERTIFICATION OF COMPLIANCE WITH  
WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of May 11, 2018, 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.*

**CITY OF SULTAN  
Asbestos Abatement at 500 Alder Avenue  
City Owned Building  
BID SUBMITTAL**

**BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ \_\_\_\_\_ which is not less than five percent (5%) of the total bid.

Sign Here: \_\_\_\_\_

\_\_\_\_\_

**BID BOND**

Know all men by these presents, that we \_\_\_\_\_: as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sultan Washington, as obligee in the penal sum of \_\_\_\_\_ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for \_\_\_\_\_ according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed and dated this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

\_\_\_\_\_

Return of the Deposit in the amount of \$ \_\_\_\_\_

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

By: \_\_\_\_\_

