



City of Arlington Facilities Asbestos Abatement Project

REQUEST FOR BID



City of Arlington Public Works
154 West Cox Ave
Arlington, WA 98223

Project Number: P02-500.2
Issue Date: **August 25, 2022**
Due Date: **September 13, 2022 at 2:00 PM**

1.0 REQUEST FOR BID

The City of Arlington (CITY) is issuing this Request for Bid (Project PO2-500.2) from qualified contracting firms for the Facilities Asbestos Abatement Project, as described in this Request for Bid. Bids are due at the City of Arlington Public Works Administration building no later than **September 13, 2022 at 2:00 pm**. Bids will be publically opened and read aloud immediately after the bid closes.

The firm with the successful bid (CONTRACTOR) shall perform this work during established City of Arlington working days and times; Monday-Friday, 7:00 am to 7:00 pm, excluding City recognized holidays. Though not a requirement, bidders are encouraged to register with the Project Administrator to be apprised of any Request for Bid addendums. More information on bid requirements can be found in Attachment #1, Instruction to Bidders.

2.0 PRE-BID CONFERENCE

A mandatory pre-bid conference will take place at the City of Arlington Public Works Administration building on **September 1, 2022 at 9:30 AM**. The meeting will start at the PW Admin building and then proceed to two facilities with asbestos to be abated; the Butler-Hammer Roundhouse and the Old Water Treatment Plant. The PW Administration building is located at 154 West Cox Ave, Arlington WA. 98223.

All Request for Bid questions shall be submitted in writing to the Project Administrator by **September 7, 2022**; questions received after this date may not be responded to.

Project Administrator: Katy Shores
Project Administrator
154 West Cox Ave
Arlington, WA 98223
Phone: 360-403-3526
E-mail: kshores@arlingtonwa.gov

3.0 SCOPE OF WORK

BACKGROUND: The City of Arlington will be demolishing two buildings, the Butler-Hammer Roundhouse (Roundhouse) and the Old Water Treatment Plant (WTP). Both of these buildings were assessed and found to have asbestos, the City wants to have the asbestos abated prior to demolition. More information about the buildings and the respective asbestos assessment reports are in Attachment #3.

SCOPE OF WORK: The Work for this project entails the full and complete removal of asbestos and asbestos containing material from City buildings (a total of two structures) located near 115 West Haller Ave and at 208 West Cox Ave. Complete and full removal includes the removal and disposal of all aspects of the structure, foundation, and all above ground utility appurtenances that contain

asbestos material. Asbestos Containing Material (ACM) shall be removed from the structures by a licensed asbestos abatement contractor and disposed of at a state licensed disposal facility permitted to accept ACM. Removal and disposal may be completed by structure relocation, by select salvage and asset recovery, or by demolition and disposal. Additional requirements:

- Work shall be scheduled and performed in compliance with all federal, state, and local health, safety, and environmental regulations.
- Contractor is responsible for adhering to all state safety requirements and making sure all necessary safety certifications on workers are current.
- The structures were surveyed for ACM, please refer to the Asbestos Survey Report for more information.
- Contractor shall provide the asbestos abatement and removal plan to the City prior to removing any ACM and must notify the Washington State Department of Labor & Industry of any asbestos abatement work a minimum of 10 days prior to commencing abatement work.
- Contractor shall provide copies of certificates and licenses of all workers who will be handling asbestos as part of this project.
- Contractor will provide the City with a certificate of disposal for all removed and disposed ACM.
- Contractor will remove and properly dispose of all non-hazardous debris generated from performing this abatement work in compliance with County and state regulations.
- Contractor will catalogue and record all salvaged material, if any, generated from performing this work.
- Work to be performed under this contract is subject to prevailing wage.
- Contractor will obtain all required permits and provide copies of the permits to the City before starting work.
- Contractor shall contact 811 for locates prior to construction.
- Prior to starting work CONTRACTOR shall submit to the City for approval the names of all subcontractors that will be working on this project.
- Prior to starting work CONTRACTOR shall submit to the City for approval a project schedule and call for Underground Utility Locates (Utility Notification Center 811).
- The CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during and after work hours.
- The CONTRACTOR must take all precautions and measures necessary to protect all existing structures and infrastructure; including the roadway, sidewalks, utilities and buffer areas.

Any damage to existing structures and infrastructure shall be repaired to the satisfaction of the City by the CONTRACTOR.

THE CITY SHALL: The City of Arlington shall perform the following in support of this project:

- Provide access to all facilities and final review of maintenance activities.
- Manage this project and coordinate with the public.

4.0 PROJECT SPECIFICATIONS

This project will be performed in accordance with the following:

- City of Arlington Public Works Engineering Design and Construction Standards & Specifications, July 2008.
- Washington State Department of Labor and Industries (L&I) rules and regulations pertaining to asbestos contractor certification, including:
 - WAC Chapter 49.26 - Health and Safety—Asbestos
 - WAC Chapter 296-62 - General Occupational Health Standards
 - WAC Chapter 296-65 - Asbestos Removal and Encapsulation
- Puget Sound Clean Air Agency Rules and Regulations pertaining to asbestos abatement and removal
- Chapter 296-65 WAC Safety Standards for Asbestos Removal and Encapsulation
- Washington Department of Transportation 2020 Standard Specifications for Road, Bridge, and Municipal Construction, including amendments.

Consult with the City of Arlington Project Manager if there is a conflict between the two specifications.

5.0 PROJECT ATTACHMENTS

The following documents are attached to this Request for Bid solicitation.

Attachment #1 - Bid Instructions and Bid Form

- Instruction to Bidders
- Statement of Bidder's Qualification
- Non-Collusion Certificate
- Proposal Form

Supplemental Information

- Asbestos Survey Reports (2)
- Available As-Built Plans and Drawings

6.0 PROJECT SCHEDULE

The project is as follows:

- CONTRACTOR shall provide all project submittals, worker certifications, and contract documents within 10 working days following notice of project award.
- Notice to Proceed shall be issued at the Pre-Construction Meeting.
- Project shall be substantially complete within 45 working days from issuance of Notice to Proceed.

---- END OF REQUEST FOR BID SOLICITATION ----

ATTACHMENT #1

BID INSTRUCTIONS AND BID FORMS

Project: Facilities Asbestos Abatement Project

Project No.: P02.500.2

This section contains instructions on how to complete this bid, actions that may subject the bid to disqualification, and forms on which to submit the Bid. The Bidder shall include all of the following forms, which must be executed in full, with the Bid submission – failure to do so may disqualify the Bid.

- Instructions to Bidders
- Statement of Bidder's Qualifications
- Non-Collusion Certificate
- Proposal Form
- ~~Bid Bond~~ (*NOT REQUIRED*)

INSTRUCTIONS TO BIDDERS

1. **Request for Bid Purpose** - To obtain bids from qualified contractors for the **Facilities Asbestos Abatement Project** (P02-500.2) for the City of Arlington as detailed in the Scope of Work and Technical Specifications.
2. **Coordination and Communication** - All contractor questions and communications concerning this Request for Bid shall be directed in writing to the Project Administrator listed below. Questions pertaining to this bid that require a response must be received by the Proposer Question Due date/time that is listed in the Request for Bid, questions received after this date/time may not be responded to. Responses to questions will be submitted in writing by the City through addendum. Unauthorized contact regarding this Request for Bid with City employees may result in disqualification. Any verbal communication will be considered unofficial and non-binding on the City.

Name: Katy Shores, Project Administrator
Mailing Address: City of Arlington
154 West Cox Ave
Arlington, WA 98223
Phone: 360-403-3526
E-mail: kshores@arlingtonwa.gov

3. **Proposal Due Date and Time** – Proposals shall be delivered to the Project Administrator at the address and location listed up to the date and time listed in the Request for Bid, no proposals or bids will be accepted after this date and time.
4. **Addressing of Bid** – All bid submittal items shall be enclosed in the same envelope with the proposal. The envelope enclosing the proposal must be sealed with the below information included on the envelope:

Project Name
Project Number
Bidding Firm
Bid Due Date

5. **Form of Bid** - The Bid shall be submitted on the forms provided by the City of Arlington in the Request for Bid/Proposal and shall be enclosed in a sealed envelope marked and addressed as herein directed. Additional information may be provided at the discretion of the Bidder/Proposer. The Bidder shall clearly state their bid prices for all bid items included in figures. Failure to enter a value for each bid item will result in a \$0.00 being recorded for the bid item. The City of Arlington reserves the right to correct any arithmetic errors. It shall be the responsibility of the Bidder/ Proposer to verify the completeness of its set of Contract Documents and neither the City of Arlington nor any of its officers or consultants shall be held responsible for any omissions unless such omission has been called to the attention of the City of Arlington prior to the submission of bids.

6. **Completeness of Proposal** - The proposer must attach the **Proposal Form** signed by a duly authorized representative of the company or firm to bind the proposing firm contractually. A total bid amount must be included in the designated area on the Proposal Form. The proposal must include the completed Bid Schedule, if included, along with any other supporting documents requested in the Request for Bid.
7. **Withdrawal of Proposal** - Proposals may be withdrawn at any time prior to the Proposal Due Date and Time, provided notification is received in writing. Proposals cannot be changed or withdrawn after the Proposal Due Date and Time has passed.
8. **Rejection of Proposals** - The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.
9. **Bid/Proposal Modification and Clarifications** - Modification of a proposal already received will be considered only if the request is received prior to the Proposal Due Date and Time. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.
10. **Bid/Proposal Signatures**
 - 13.1 An authorized representative must sign the Bid/Proposal, with the contractor's address and telephone information provided. Unsigned proposals will not be considered.
 - 13.2 If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
 - 13.3 If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
 - 13.4 If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
 - 13.5 The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
11. **Bid/Proposal Validity Period** - Submission of a proposal will signify the contractor's agreement that its proposal and the contents thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between the City and the successful bidder.

12. Request for Bid/Proposal Amendments

- 12.1 The City reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.
- 12.2 The City reserves the right to issue multiple awards based on the specialty of the supplier and to ensure adequate and timely services.
- 12.3 The City reserves the right to change the Bid schedule or issue amendments to the Bid at any time. The City also reserves the right to cancel or re-issue the Bid. All such addenda will become part of the Bid. It is the contractor's responsibility to check the City's web site for the issuance of any amendments prior to submitting a bid. If an amendment is issued, contractor must include an Acknowledgement of Amendment, in their submitted bid package.

13. Lowest Responsible Bidder

- 13.1 The low Bidder shall be the responsible Bidder offering the lowest amount for the Base Bid plus Add Alternates (if applicable) selected by the City.
- 13.2 In selecting the responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the proposal, and the Bidder's financial standing, if requested. To receive favorable consideration, a Bidder must present evidence satisfactory to the City of Arlington that the Bidder and its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.
- 13.3 A showing of adequate financial resources may be requested by the City of Arlington, but will not alone determine whether a Bidder is competent to undertake the proposed work. Each Bidder must furnish a record of past performance and experience in the form required. To this end, each proposal, except as noted below, shall be supported by a statement of the Bidder's experience on the form provided. This form, completely filled out, must be submitted along with the proposal. Incomplete or false statements submitted in connection with a proposal may, at the option of the City of Arlington, be sufficient cause for its rejection. The City of Arlington shall be the final authority with regard to whether a bid is responsive to the Advertisement for Bid and as to whether a Bidder is a responsible Bidder under the conditions of this bid.

14. Prevailing Wage

- 14.1 The contractor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020. If this project has federal funding, the higher of either

the Prevailing Wage Rate Schedule or the Davis-Bacon Wage rate Schedule will apply for each work classification.

- 14.2 The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract and will continue in effect for the first contract year. Wages paid to the employees of the selected contractor must be adjusted annually to recognize and follow the most recently promulgated increases or decreases in prevailing wages each year after the first year of the contract period.
- 14.3 It is the responsibility of the contractor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.
- 14.4 The selected contractor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages". A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The contractor will pay promptly, when due, all wages accruing to its employees.
- 14.5 All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."
- 14.6 The selected contractor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.
- 14.7 The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.
- 14.8 The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

15. Public Records - Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for bid/proposal (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

16. Equal Opportunity - This City is committed to ensuring that all firms have an equal opportunity to participate in City bids, proposals and contracts.

17. **Non-Discrimination** - The City of Arlington in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. During the performance of the work contained in this bid, the contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.
18. **Non-Endorsement** - As a result of the selection of a contractor to supply products and/or services to the City, the contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
19. **Non-Collusion Affidavit** - This Bid Information and Bid Form section includes information regarding Non-Collusion Requirements and how to report any suspected collusion activity.
20. **Execution of Contract.** A Bidder to whom the award is made shall be presented two official copies of the written contract with the City of Arlington in the form of Contract attached hereto. The Bidder shall execute and return to the City of Arlington along with approved bonds as required in the following paragraph, all in accordance with the provisions hereof within seven (7) calendar days of the Notice of Award or such additional time as may be allowed by the City of Arlington. Upon receipt of the signed contract and subsequent signature by the mayor of the City of Arlington will return a copy of the fully executed contract to the Bidder.

If a Bidder to whom the award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, its check, deposit, or Bid Bond shall become the property of the City of Arlington as provided herein, the award will be annulled, and in the discretion of the City of Arlington an award may be made to the Bidder whose proposal is next most acceptable to the City of Arlington; and such Bidder shall fulfill every stipulation embraced herein as if the Bidder were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

----- END OF INSTRUCTIONS TO BIDDERS -----

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Bidder: _____ Email: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone No.: _____ Fax No.: _____

Contractors Registration Number and Expiration Date

Unified Business Identity Number

Federal Tax I.D. Number or Social Security Number

L & I Account Number

Employment Security Account Number

M/WBE Number, if applicable

State Excise Tax Registration Number

DUNS Number

Please provide the names and addresses of the corporation officers, members, partners or principals:

Name/Title

Address

_____	_____
_____	_____
_____	_____

Please provide the name of the Equal Opportunity Officer: _____

Is your company a member of any Union(s)? No Yes – Name(s) and Local(s): _____

Number of years the Company has been engaged in the construction business under the present name: _____

Type of work generally performed by Bidder: _____

List five projects, similar in scope to this project, including the owner, contact, and contact phone number that on-going or have been completed by the Bidder within the last five years.

Organization	Contact	Phone No.

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

Bank References:

Name	Address	Contact	Phone No.

Have you changed your Bonding and/or Insurance within the last three (3) years? No Yes – If yes, please explain:

Name, address and contact information for your Insurance and Surety companies who will provide insurance and bonds for this project:

Name	Address	Contact	Phone No.

Has your company ever been served with a lawsuit and/or had a judgment and/or a lien placed upon itself and/or any corporation officers, members, partners or principals? No Yes – If yes, please explain:

Has your company ever had a lawsuit served and/or placed a judgment and/or lien upon any public (i.e.: county, city, state, municipality, special district, etc) or governmental entity? No Yes – If yes, please explain:

Please provide the disposition of the case(s): _____

The information contained within this Statement of Bidder's Qualifications is true and accurate to the best of my knowledge.

Name of Bidder

Date

Signed By

Title

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL FORM

This is the address to which all communications from the City concerned with this bid and contract should be sent:

Contractor	Contractors Registration No. and Expiration Date
Street Address	Federal Tax I.D. No. or Social Security No.
City, State and Zip Code	L & I Account Number
Phone	Unified Business Identity Number
Fax	

ATTN: Katy Shores
TO: City of Arlington Public Works
ADDRESS: 154 W. Cox
Arlington, Washington 98223

PROJECT: **Facilities Asbestos Abatement Project**
City Project Number: P02.500.2

Pursuant to and in compliance with your Invitation for Bid and the Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the amount shown.

TOTAL BID AMOUNT <i>(including 9.3% sales tax)</i>	\$ _____
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BIDDER'S DECLARATION AND UNDERSTANDING

If the undersigned is notified for the acceptance of this bid within sixty (60) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

The undersigned further agrees that the bid guaranty accompanying this bid is left in escrow with the City of Arlington; that the liquidated damages which the City of Arlington will sustain by the failure of the undersigned to execute and deliver the above-named contract and surety bond, for any or all units of this bid accepted by the City of Arlington, will be not less than five percent (5%) of the total bid for such unit or units; and that if the undersigned defaults in executing that contract and in furnishing the surety bond within time frame stated in Instructions to Bidders, then the bid guaranty shall become the property of the City of Arlington who shall be obligated only to refund that portion in excess of the liquidated damages. If, however, this bid or any part thereof is not accepted within sixty (60) calendar days of the time set for the opening of bids or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned.

Name of Bidder	Date
Signed By	Title

PROPOSAL FORM (Continued)

ADDENDA - Receipt of Addenda numbered and dated below is hereby acknowledged.

Addendum No.	Dated		Addendum No.	Dated		Addendum No.	Dated	

PREVAILING WAGES - The prevailing wages shall be paid to all workers, laborers, or mechanics (See WSDOT / APWA Standard Specifications)

BID DEPOSIT – No bid deposit is required for this bid.

IF SOLE PROPRIETOR, PARTNERSHIP, OR LIMITED LIABILITY COMPANY:

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20__.

Signature of Bidder

Title

IF CORPORATION:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

Attest:

Name of Corporation

WITNESS

Signature of Corporate Officer

Title

Sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of Washington

residing at _____

My Commission Expires _____

- NOTE: 1. If the Bidder is a co-partnership, so state, giving the name under which business is transacted and have notarized.
 2. If the Bidder is a corporation, this Proposal must be executed by a duly authorized officer, have the Corporate Seal affixed and be notarized.

PROPOSAL FORM *(Continued)*

BID SCHEDULE

Project: Facilities Asbestos Abatement Project

Project No.: P02.500.2

Item	Description	Unit	Quantity	Cost/Unit (\$)	Bid Amount (\$)
1	Facility Asbestos Abatement – Old WTP	L.S.	1		
2	Facility Asbestos Abatement – Roundhouse	L.S.	1		
				SUBTOTAL	
				TAX (9.3%)	
				TOTAL	

ATTACHMENT #2

CONTRACT DOCUMENTS

Project: Facilities Asbestos Abatement Project

Project No.: P02.500.2

This section contains contract forms that will be completed and executed after successful bidder/Proposer is awarded project.

- Sample Public Works Contract to be used on this project
- Performance Bond
- Payment Bond
- Retainage Selection Option Form



City of Arlington

Small Public Works Agreement Under \$50,000

This Agreement is entered between the City of Arlington (City) and _____ (Contractor) shall be effective on the date executed by the City. In consideration of the terms and conditions contained herein and attached and made part of this agreement, the parties hereto covenant and agree as follows:

Contract Name: Facilities Asbestos Abatement Project **Contract No.** P02.500.2

- Description of Work:** The Contractor agrees to furnish all permits, tools, materials, labor, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the Work as described in Attachment A. Attachment A may include the Contractor's Quote, Scope of Work, Plans, Specifications and any other related Contract Documents which are attached hereto and incorporated herein.
- Time of Completion:** Work shall be substantially completed by: _____. The Contractor shall not start work until the City orally provides a Notice to Proceed. The Contractor shall have fifteen (15) days after substantial completion to complete the project closeout documentation.

3. **Payment Amount:** In consideration of the Performance of Work, the City agrees to pay the Contractor for Work completed:

Time and Materials Not to Exceed	\$ _____
WSST 9.3%	\$ _____
Total Contract Amount	\$ _____

- Prevailing Wages:** The Contractor and all subcontractors shall be responsible for paying laborers, works and mechanics who perform any part of this Contract not less than the prevailing rate of pay for Snohomish County as required in RCW 39.12.
- Insurance:** The Contractor shall provide the City with a certificate of insurance, naming the City of Arlington as Additional Insured with the limits listed in the Small Works General Terms and Conditions. The City will not issue a Notice to Proceed until the insurance certificate has been received.
- Performance & Payment Bond:** Contractor has elected to: provide a Performance and Payment Bond or waive the Performance and Payment Bond and have the City withhold 10% additional retainage.

Retainage will be released upon receipt of approval of Affidavit of Wages Paid from Department of Labor and Industries. On projects over \$35,000 Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue, Employment Security Department and Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive he bond requirements.

- Retainage:** Contractor elects to have 5% retainage as required by RCW Chapter 60.28 held in a fund by the City; deposited in an interest-bearing account, invested in an escrow account or provide a retainage bond.
- General Civil Rights Provisions:** The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONTRACTOR and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required in Title VI of the Civil Rights Act of 1964.

- Certification of CONTRACTOR regarding Debarment:** The CONTRACTOR certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- Counterparts:** Original signatures transmitted and received via electronic submission are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

In Witness Whereof: The Parties have caused this Agreement to be executed:

City of Arlington		Contractor	
<i>Signature</i>		<i>Signature</i>	
<i>Name</i>		<i>Name</i>	
<i>Title</i>		<i>Title</i>	
<i>Address</i>		<i>Address</i>	
<i>Date</i>		<i>Date</i>	

SAMPLE

Small Works General Terms and Conditions

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as 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 a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity 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 at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

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

L. Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, 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 Agreement.

Attachment A

Scope of Work

SAMPLE



PERFORMANCE BOND

To City of Arlington, Washington

Bond No. _____

The City of Arlington, Washington has awarded to _____(Principal), a contract for the construction of the project designated as Facilities Asbestos Abatement Project, Project No. P02.500.2 in Arlington, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____(Surety), a corporation, organized under the laws of the State of and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of _____US Dollars (\$) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Arlington

Date



PAYMENT BOND

To City of Arlington, Washington

Bond No. _____

The City of Arlington, Washington has awarded to _____ (Principal), a contract for the construction of the project designated as Facilities Asbestos Abatement Project, Project No. P02.500.2, in Arlington, Washington (Contract), and said Principal is required to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of _____ US Dollars (\$)) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Arlington

Date



RETAINAGE OPTION

CONTRACTOR'S OPTION FOR RETAINED PERCENTAGE ON PUBLIC WORKS CONTRACTS

Project: Facilities Asbestos Abatement Project, P02.500.2

Contractor: _____

RCW 60.28 as amended by (Chapter 223, laws of 1994) Regular Session allows each prime contractor on a Public Works contract the following options concerning the amount reserved as retainage from moneys earned by the contractor.

Retainage Option Selection *(Please Initial Selected Option)*

____ Retained in a non-interest bearing fund by the City until forty-five days following the final acceptance of said improvement or work as completed.

____ Bond in lieu of retainage. Use City of Arlington Retainage Bond form. *Complete and submit attached Retainage Bond section with Retainage Option selection.*

____ Deposited by the City in an interest bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the contractor (Form D-162), not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; PROVIDED, that interest on such account shall be paid to the contractor. *Complete and submit attached Retainage Escrow Account section with Retainage Option selection..*

PRINCIPAL

FIRM or COMPANY

Signature Date

Name of Firm or Company

Printed Name

Address

Title

City/State/Zip

Approved as to form:

City Attorney, City of Arlington Date



RETAINAGE BOND

To: City of Arlington, Washington

Bond No: _____

KNOW ALL BY THESE PRESENTS that _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Washington as Principal ("Principal") and _____, a corporation organized and existing under the laws of the State of _____ and authorized and admitted to transact business in the State of Washington as Surety ("Surety"), are jointly and severally held and bound unto the CITY OF ARLINGTON as Obligee ("Owner") for the use and benefit of Claimants defined below as beneficiaries of the trust fund created by RCW 60.28, in the amount of _____ described below for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the day of 20__, the Principal entered into a contract with the Owner in accordance with Drawings, Specifications, and other Contract Documents, which contract is by reference made a part of this Retainage Bond ("Contract"); AND WHEREAS, the Contract and RCW 60.28 require the Owner to reserve from the monies earned by the Principal on estimates during the progress of the improvement or work a sum not to exceed 5% ("Retained Funds");

AND WHEREAS, Principal has requested under RCW 60.28.011(6) to submit a bond for all or a portion of the Retained Funds, and the Owner is required by the statute to accept a satisfactory bond in lieu of the Retained Funds unless it can demonstrate good cause for refusing it;

AND WHEREAS, it is the intent of the Principal, the Surety, and the Owner that this Retainage Bond and any proceeds from it are subject to all claims and liens in the same manner and priority as set forth for retained percentages in RCW 60.28;

NOW THEREFORE, the condition of this obligation is that, if there are no valid claims by any person or entity arising under the Contract pursuant to RCW 60.28, and no payment due from the Principal to the State of Washington with respect to taxes imposed pursuant to Title 82 RCW or payments pursuant to RCW 50.42, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The Principal and Surety hereby jointly and severally agree among themselves and with the Owner that every person or entity making a valid claim on the Retained Fund pursuant to RCW 60.28 ("Claimant") who has not been paid in full before the expiration of a period of forty-five (45) days after the completion of all Contract work may sue on this Retainage Bond for the use and benefit of the Claimant, prosecute the suit to final judgment for the sum justly due the Claimant, if any, and have execution on this Retainage Bond, all in accordance with and to the extent permissible under RCW 60.28. The Owner shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.
2. No suit or action shall be commenced under this Retainage Bond by any Claimant:
 - (a) Unless the Claimant has complied with the requirements of RCW 60.28, and
 - (b) Other than in a state court of competent jurisdiction in and for Snohomish County, and not elsewhere.



RETAINAGE ESCROW ACCOUNT

Bank or Trust Company

Branch

Street Address

City, State, Zip Code

Escrow No. _____

Bank Account #

Agency: _____

City of Arlington
238 N. Olympic Ave
Arlington, WA 98223

Project Name: _____

The Undersigned, _____, herein referred to as the Contractor, has directed City of Arlington, and hereinafter referred to as the Agency, to deliver to you its warrants or checks, which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Agency. Attached is a list of the types of such bonds, or other securities approved by the Agency. Other bonds or securities, except stocks may be selected by the Contractor, subject to express written approval of the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of the Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____ subject to change as provided for by contract provisions.

RETAINAGE ESCROW ACCOUNT (cont'd)

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Agency directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions or that there is any compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

6. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument agreement other than this, you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

7. The foregoing provisions shall be binding upon assigns, successors, personal representatives, and heirs of the parties hereto.

The undersigned have read and hereby approve the instruction as given about governing the administration of this escrow and do hereby execute this agreement on this ___Day of _____, 20___.

_____	<u>City of Arlington</u>
(Contractor)	(Agency)
_____	_____
(Authorized Signature)	(Authorized Signature)
_____	<u>238 North Olympic</u>
(Address)	(Address)
_____	<u>Arlington, WA 98223</u>
(City-State-Zip)	(City-State-Zip)

The above escrow instruction received and accepted this _____ day of _____, 20___.

Bank or Trust Company

Authorized Signature

ATTACHMENT #3

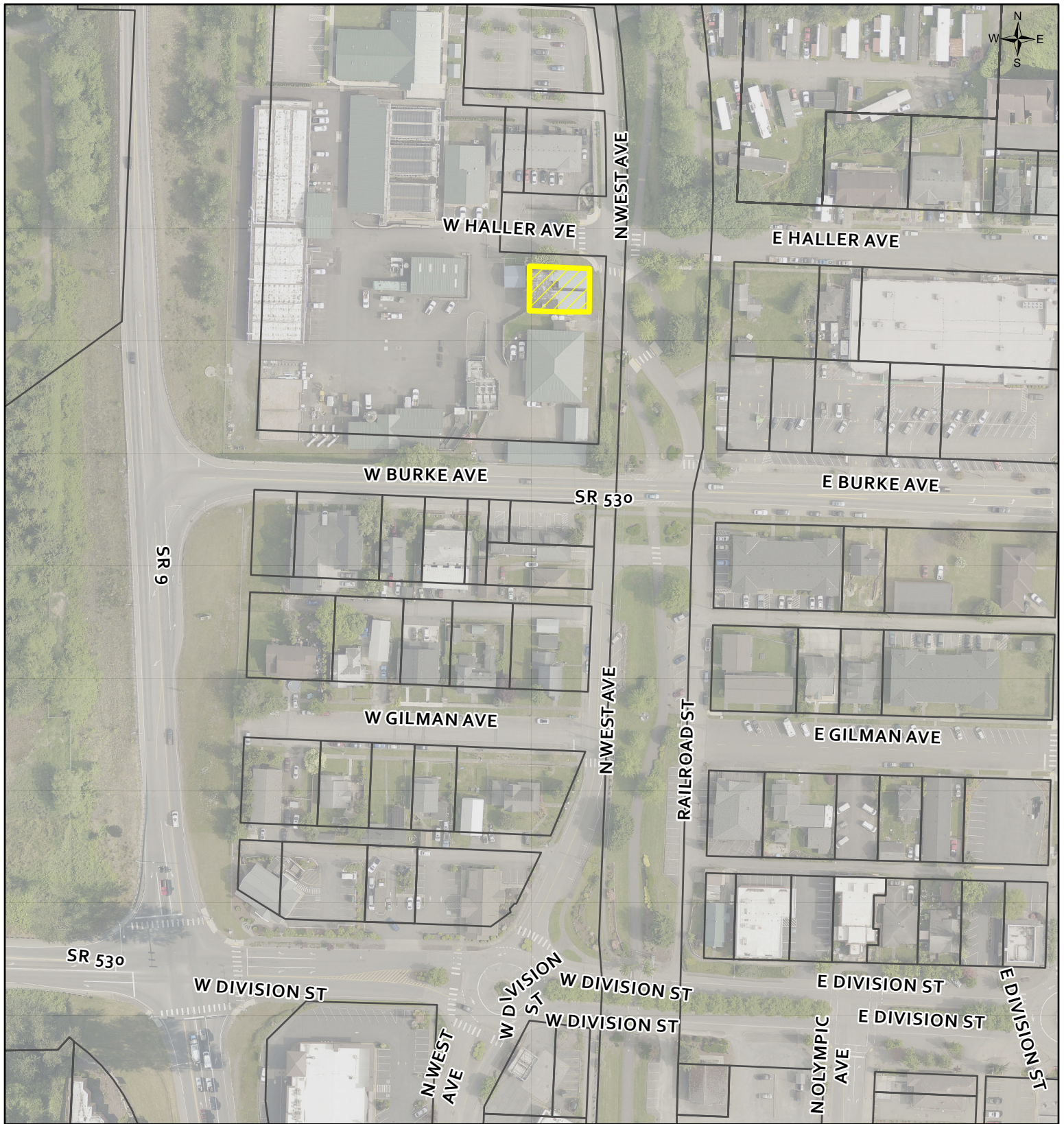
SPECIFICATIONS, DRAWINGS and SUPPORT INFORMATION

Project: Facilities Asbestos Abatement Project

Project No.: P02.500.2

This attachment contains specifications, contract drawings, and other project information that supports this Request for Bid:

- Old WTP Map
- Old Water Treatment Plant Description
- Old Water Treatment Plant Asbestos Assessment Report
- Butler-Hammer Roundhouse Map
- Butler-Hammer Roundhouse Description
- Butler-Hammer Roundhouse Asbestos Assessment Report

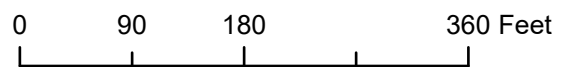


-  Parcels
-  Project Site



Attachment #3
Old Water Treatment Plant Map
P02.500.2

Maps and GIS data are distributed "AS-IS" without warranties of any kind, either express or implied, including but not limited to warranties of suitability for a particular purpose or use. Map data are compiled from a variety of sources which may contain errors and users who rely upon the information do so at their own risk. Users agree to indemnify, defend, and hold harmless the City of Arlington for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data presented in the maps.



8/23/2022

Cartographer: NRR

ARLINGTON WATER WORKS FILTRATION PLANT

This three-story concrete building was constructed in 1925, on Lots 1 through 4 of Block 29 of the Haller City Plat (Figures 11 and 12). The base level includes a settling basin, clear well, and pipe gallery; the lower level includes a sand filter, pipe gallery and motor room; and the upper level is mostly office and storage space. The footprint of the building measures 45 feet by 70 feet. Two two-panel wood doors provide entry on the lower and upper levels near the northeast corner of the building and one one-panel door provides entry to the upper level in the north-central area of the building; the doors at the northeast corner appear to be original, but the north central door was replaced in 1975. There are eight original steel-framed windows on the west and east elevations, and two aluminum windows on the south elevation that are not original. The building roof is flat.

The Arlington Water Works Filtration Plant was remodeled in 1975 to make the plant facilities more accessible for maintenance, but the remodel did not change the fundamental operational technology of the plant (Lee Johnson and Associates, Inc. 1975; Castle 2006, personal communication). Exterior remodels included a new 12.5 by 35-foot poured concrete addition to the south elevation upper level of the building with two new aluminum windows, a sloped wood deck and corrugated plastic addition to the east half of the upper level that covered previously exposed settling basins, and a new door in the north-central area of the building (Lee Johnson and Associates, Inc. 1975). The exterior was also painted. Changes to the interior in 1975 included wall removals, and new cabinets, walkway stairs, metal doors, flooring, sinks, and a water heater, in addition to minor pipe upgrades. The Arlington Water Works Filtration Plant has been out of operation since 2001 (Castle 2006, personal communication).

Generally, only significant sites are subject to additional determination of effect and design of mitigation measures. This significance is determined by evaluating eligibility of a property for the NRHP using specific criteria established by the Advisory Council on Historic Preservation (36 CFR 60.4). The criteria designate as "significant" those sites:

- (a) that are associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) that are associated with the lives of persons significant in our past; or
- (c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- (d) that have yielded, or may be likely to yield, information important in prehistory or history.

In addition to these criteria, the quality of significance is also based on integrity of location, design, setting, materials, workmanship, feeling, and association.

ASSESSMENT (AWTP-06-02)

The Arlington Water Works Filtration Plant was constructed in 1925 to address Arlington's water treatment needs. As it relates to National Register criteria (c), the Plant embodies utilitarian construction and design associated with water filtration plants constructed in the first decades of the twentieth century. However, this building has undergone extensive alterations to the plan and use, and moderate alterations to windows and cladding. The Arlington Water Works Filtration Plant lacks integrity of design, materials, workmanship, feeling, and association and is not recommended as eligible for the NRHP.



1429 Ave. D. #187, Snohomish, WA 98290
425-489-4040
www.asbestotest.com

ASBESTOS SURVEY

Out of Use Water Treatment Plant Located Off of West Haller Ave., Arlington, WA 98223

Page 1 of 8
May 26, 2022
PAT2220501

City of Arlington
238 N Olympic Ave
Arlington, WA 98223
360-403-3518 ; 360-322-8981
Attn.: Nels Rasmussen
nrasmussen@arlingtonwa.gov

On May 17, 2022, Asbesto-Test personnel conducted an Asbestos survey (per U.S.E.P.A./A.H.E.R.A. . guidelines (as designated and specified by Puget Sound Clean Air Agency and Washington State) of the out of use water treatment plant located off of West Haller Avenue, Arlington, Snohomish County, Washington, 98223. This survey’s purpose is to identify Asbestos Containing Materials that are present and will require professional removal prior to a complete tear down.

NARRATIVE OF FINDINGS

NOTE REGARDING THE EQUIPMENT: The larger water flow equipment was intact at the time of the survey. Any internal insulators, gaskets, or thermal system insulation systems found within the machinery should be considered to be ACM (Asbestos Containing Material), unless determined otherwise by laboratory analysis. There was an exposed gasket on one of the water pipes. The gasket material was sampled.

HOLDING TANKS: No suspect materials were located within the holding tanks which were covered by the metal roofs.

ELECTRICAL SYSTEM: Any suspect electrical wiring insulation or any suspect TSI (Thermal System Insulation) found in, around, or behind any located the large breaker boxes, fuses, and commercial grade electrical management systems should be considered to be ACM (Asbestos Containing Material), unless determined otherwise by laboratory analysis.

BASIC CONSTRUCTION: The structure is a two story, cement built structure on a concrete slab foundation. The siding is concrete. The roofing is torch down, with metal roofing over the out of use water wells. The torch down roofing, mastics, and sealants were sampled. There is also an underlying layer of a granule-composite beneath some areas of the torch down roofing. The torch down roofing, sealants, mastics, and vapor barrier materials were sampled.

INTERIOR CONSTRUCTION, FINISHES, AND FLOORINGS: The interior is CMU and cement. The CMU brick and mortar materials were sampled. The vinyl and tile flooring, with the relating backing and mastic materials were sampled. The misc. mastic materials were sampled.

continue to page 2



Out of Use Water Treatment Plant Located Off of West Haler St., Arlington, WA 98223

INSULATION: No insulation was located.

HEATING AND VENTILATION SYSTEM: Heating throughout is supplied with electric heating units. There was no visible suspect ACM located associated with any of the electric heating units. It was not possible to dismantle the electric heating units to locate and/or evaluate any additional suspect ACM which may be concealed, inside the units, or associated in hidden areas. It is our opinion any further handling of the heating units should be coordinated by the project manager and/or abatement contractor. If any additional relating suspect ACM is located prior to and/or during any demolition or renovation, those materials are PACM (Presumed Asbestos Containing Material), unless determined to be otherwise by laboratory analysis.

MISC.: None.

ADDITIONAL STRUCTURES ON SITE INCLUDED IN SURVEY: None

of structures included in survey: one out of use water treatment plant


Requested by: Nels Rasmussen

21905 64th Ave W, #100
Mountlake Terrace, WA 98043
(206) 285-3373



This certifies that
Christopher L. Patterson
has satisfactorily completed
4 hours of online refresher training as an
AHERA Building Inspector

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


Instructor: Sue Maas Date: May 11, 2022 Expires in 1 year.
Cert. Num: 185066 EPA Provider # 1085

*Christopher Patterson
VP Operations/Analyst Asbesto-Test Inc.,
Inspector, Certified AHERA
ACCRED. # 185066 EXP May 11, 2023*

continue to page 3



Out of Use Water Treatment Plant Located Off of West Haler St., Arlington, WA 98223



continue to page 6



Out of Use Water Treatment Plant Located Off of West Haler St., Arlington, WA 98223



continue to page 6



Out of Use Water Treatment Plant Located Off of West Haler St., Arlington, WA 98223

Samples taken are listed with their corresponding analyses. If asbestos is detected, those samples containing asbestos are listed first and noted with the initials "ACM".

Some sample analyses listed may be a representative analysis of individual and separate samplings and analysis of homogenous materials, as prescribed by A.H.E.R.A. guideline.

If, during demolition or renovation, any additional suspect asbestos containing materials are located [may include but not limited to: sheet vinyl flooring, tile flooring, wall or ceiling texturings or paints, concrete siding or skirting, cement pipes, cement wallboard, electrical cloth, electrical wiring insulation, thermal paper, wallboard, joint compounds, vinyl wall coverings, spackling compounds, or any other suspect TSI (Thermal System Insulation)], those materials are ASSUMED Asbestos Containing Materials unless determined to be non-asbestos by laboratory analysis.

Asbesto-Test, Inc. does not guarantee approximations of quantities of ACM, which may be listed with the analyses. It is therefore recommended professional abatement price and/or disposal quotes be obtained by inquiring as to fees per area of specific ACM material (i.e. sq or ln ft, etc.), or by on site assessment.

Any and all materials identified as ACM and/or AACM in this report must be abated prior to disturbance in renovation or demolition.

PLM (polarized light microscopy) has been known to miss asbestos in small percentages of some samples, which contain asbestos, thus negative PLM results cannot be guaranteed. Floor tiles and wipes should be tested with SEM (scanning electron microscope) or TEM (transmitting electron microscope), to ensure analytical accuracy when asbestos is reported in small percentages

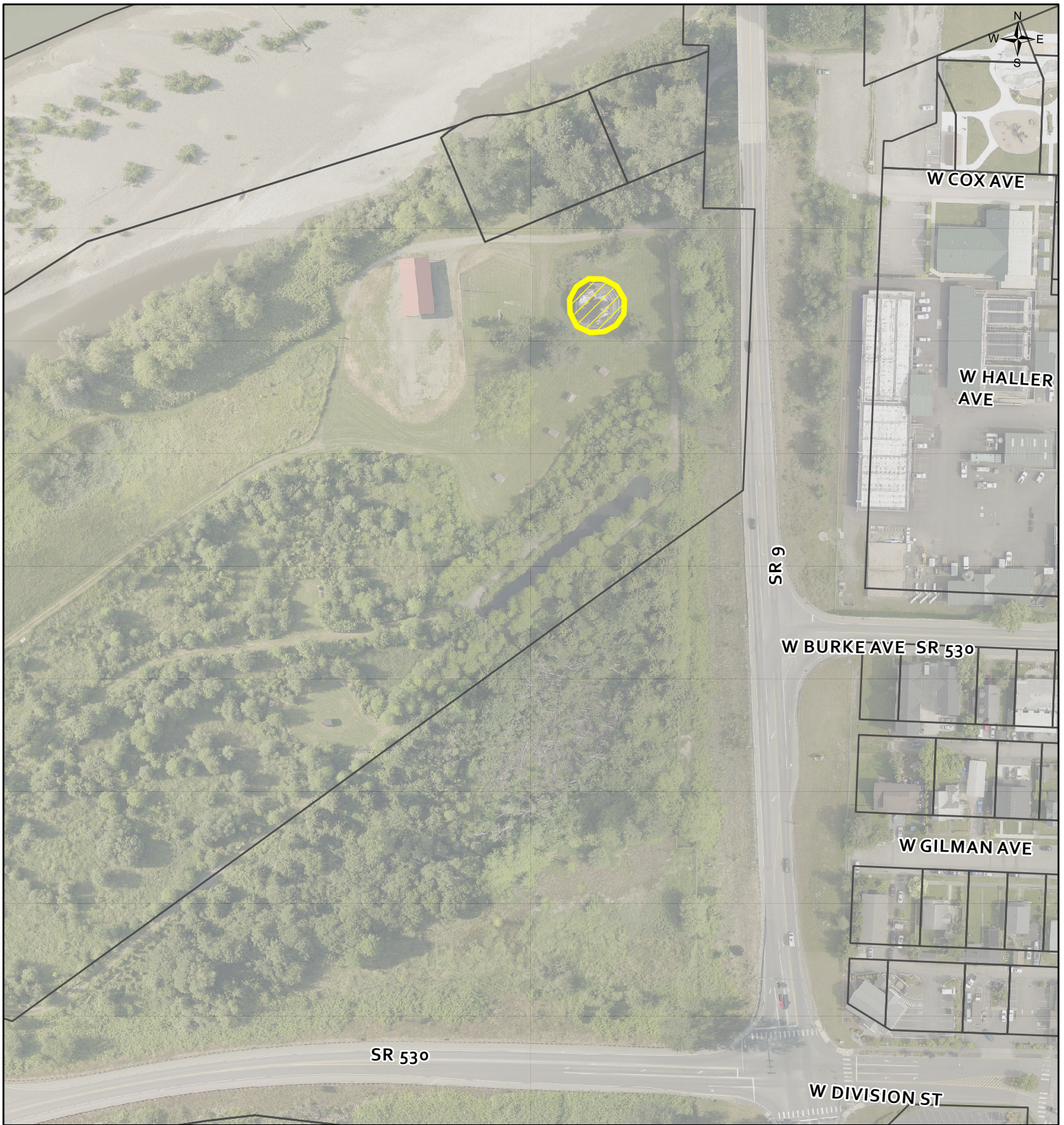
Analytical test method: USEPA 600/R93/116** (PLM); WAC 296-62-07753 App. J
**One percent is the USEPA regulatory limit for asbestos in bulk samples.

Key:
"FRIABLE" signifies "Easily Airborne"
ACM signifies "Asbestos Containing Material"
AACM signifies "ASSUMED Asbestos Containing Material"
CAB signifies "Concrete Asbestos Board"
< signifies "less than"
TSI signifies "Thermal System Insulation"
HVAC signifies "Heating Ventilating Air-Conditioning"
NAD signifies "No Asbestos Detected"

END OF REPORT

ArLynn Hammond, Pres., BSc.
Analytical Chemist, AIHA proficient
AHERA CERT 182060- EXP 7-28-22



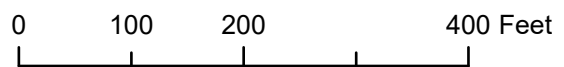


-  Parcels
-  Project Site



**Attachment #3
Butler-Hammer Roundhouse Map
P02.500.2**

Maps and GIS data are distributed "AS-IS" without warranties of any kind, either express or implied, including but not limited to warranties of suitability for a particular purpose or use. Map data are compiled from a variety of sources which may contain errors and users who rely upon the information do so at their own risk. Users agree to indemnify, defend, and hold harmless the City of Arlington for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data presented in the maps.



8/23/2022

Cartographer: NRR

Hammer/Butler House (ARL-08-04)

The Hammer/Butler house (ARL-08-04) is a unique building constructed ca.1970 as the residence of Mary Jane and Curt Hammer (Figure 10). The house is a twelve-sided, nearly round building with a wide veranda surrounding the house on the main and second floors. The second level of the house cantilevers beyond the first story by approximately two or three feet.

A nearly flat roof is supported by rafters that extend more than a foot beyond the broad eaves. The building is clad in vertical board siding and the interior is lit with a combination of wood frame fixed pane and sliding windows. Many of these windows are yellow, 1970s-era translucent prism glass. The first level is accessed via decorative molded vinyl doors on the northwest and northeast sides of the house and a glass pane door on the east side of the house. The main door is located at the top of a wide set of stairs on the northwest side of the house and is flanked by yellow prism glass sidelights.

The Hammer/Butler house is less than 50 years old and while unique, is not of exceptional significance. Therefore, this building is not recommended eligible for listing on the NRHP.



Figure 10. The Hammer/Butler house, ARL-08-04; view to the northeast.



1429 Ave. D. #187, Snohomish, WA 98290
425-489-4040
www.asbestotest.com

ASBESTOS SURVEY

Round House Located at the Stormwater Wetlands Park, Arlington, WA 98223

Page 1 of 7
May 26, 2022
R2220506

City of Arlington
238 N Olympic Ave
Arlington, WA 98223
360-403-3518 ; 360-322-8981
Attn.: Nels Rasmussen
nrasmussen@arlingtonwa.gov

On May 17, 2022, Asbesto-Test personnel conducted an Asbestos survey (per U.S.E.P.A./A.H.E.R.A. . guidelines (as designated and specified by Puget Sound Clean Air Agency and Washington State) of the round house located at the Stormwater Wetlands Park, Arlington, Snohomish County, Washington 98223. This survey’s purpose is to identify Asbestos Containing Materials that are present and will require professional removal prior to a complete tear down.

NARRATIVE OF FINDINGS

BASIC CONSTRUCTION: The house is a two story, wood framed structure on a concrete foundation. The siding is wood.

- **NOTE:** It was not possible to safely access the roof. Satellite images show that the roof is torch down with a silver seal coating. The torch down roofing is AACM.

INTERIOR CONSTRUCTION, FINISHES, AND FLOORINGS: The interior is finished with wood. The vinyl and some tile flooring, with the relating backing and mastics were sampled. The misc. mastic materials throughout the house were sampled.

INSULATION: The insulation was sampled.

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Round House Located at the Stormwater Wetlands Park, Arlington, WA 98223

ELECTRICAL SYSTEM: The power may have been “on” at the time of the inspection, thus sampling was not safe. *Any suspect asbestos containing electrical wiring insulation or any suspect TSI (Thermal System Insulation) found in, around, or behind any located fuse or breaker boxes should be considered to be ACM (Asbestos Containing Material), unless determined otherwise by laboratory analysis.*

HEATING AND VENTILATION SYSTEM: Heating throughout is baseboard / wall electric. There was no visible suspect ACM located associated with any of the electric heating units. It was not possible to dismantle the electric heating units to locate and/or evaluate any additional suspect ACM which may be concealed, inside the units, or associated in hidden areas. It is our opinion any further handling of the heating units should be coordinated by the project manager and/or abatement contractor. If any additional relating suspect ACM is located prior to and/or during any demolition or renovation, those materials are PACM (Presumed Asbestos Containing Material), unless determined to be otherwise by laboratory analysis.

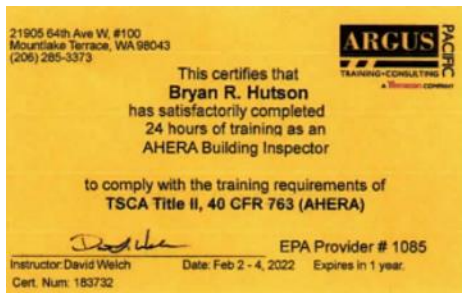
- There is also a wood stove in the living room. The brick and mortar materials were sampled from around the wood stove. The slate and mortar materials from beneath the wood stove was also sampled..

MISC.: None.

ADDITIONAL STRUCTURES ON SITE INCLUDED IN SURVEY: None.

of structures included in survey: one round house

Requested by: **Nels Rasmussen**



Bryan R. Hutson
INSPECTOR, CERTIFIED AHERA
ACCRED # 183732
EXP Feb 4, 2023

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Round House Located at the Stormwater Wetlands Park, Arlington, WA 98223

ANALYSIS ID	ASBESTOS//TYPE//QUANTITY	OTHER MATERIAL
7.0 decorative brick behind furnace on walls – color: red	NAD	non-fibrous materials
8.0 mortar holding previous sample	NAD	non-fibrous materials, cellulose
9.0 floor tile front entry – color: brown	NAD	non-fibrous materials
9.1 mastic beneath previous sample	NAD	adhesive
10.0 vapor barrier under particle board at front entry	NAD	cellulose, tar
11.0 grayish brick hearth bed under slate beneath wood stove	NAD	non-fibrous materials
12.0 mortar holding previous sample – also holding slate under wood stove	NAD	non-fibrous materials, cellulose
13.0 mastic living room holding green laminate on countertop	NAD	adhesive, cellulose
14.0 mastic stairway room holding white speckled laminate	NAD	adhesive, cellulose
15.0 mastic all bathrooms holding yellowish laminate on countertops	NAD	adhesive, cellulose
16.0 mastic bathroom holding wood pattern shower panel	NAD	adhesive, cellulose
17.0 polymer coating on exterior deck -sample 1	NAD	non-fibrous materials, polymers
17.1 polymer coating on exterior deck -sample 2	NAD	non-fibrous materials, polymers
17.2 polymer coating on exterior deck -sample 3	NAD	non-fibrous materials, polymers
17.3 polymer coating on exterior deck -sample 4	NAD	non-fibrous materials, polymers
17.4 polymer coating on exterior deck -sample 5	NAD	non-fibrous materials, polymers
17.5 polymer coating on exterior deck -sample 6	NAD	non-fibrous materials, polymers
17.6 polymer coating on exterior deck -sample 7	NAD	non-fibrous materials, polymers
17.7 polymer coating on exterior deck -sample 8	NAD	non-fibrous materials, polymers

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Round House Located at the Stormwater Wetlands Park, Arlington, WA 98223

<u>ANALYSIS ID</u>	<u>ASBESTOS//TYPE//QUANTITY</u>	<u>OTHER MATERIAL</u>
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COMMON AREAS:

18.0 insulation
in some exterior walls – color: cream
foil faced

NAD

foil, fiberglass, cellulose

19.0 insulation
around water pipe

NAD

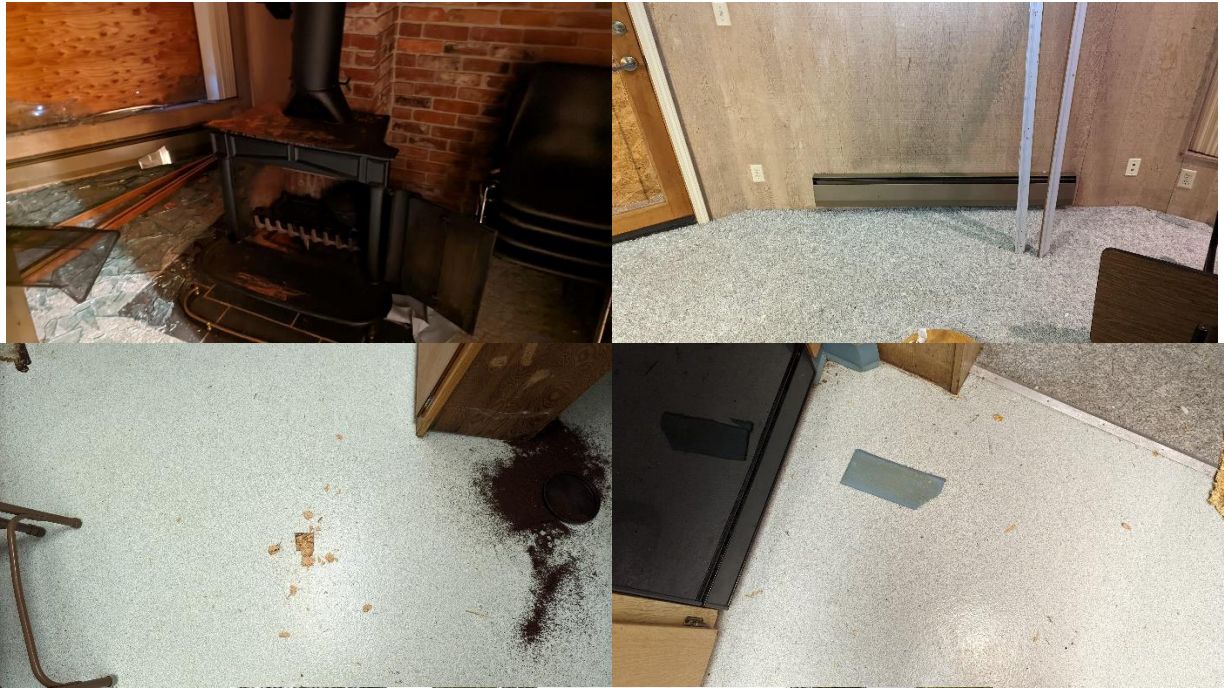
non-fibrous materials,
cellulose



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Round House Located at the Stormwater Wetlands Park, Arlington, WA 98223



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Round House Located at the Stormwater Wetlands Park, Arlington, WA 98223

Samples taken are listed with their corresponding analyses. If asbestos is detected, those samples containing asbestos are listed first and noted with the initials "ACM".

Some sample analyses listed may be a representative analysis of individual and separate samplings and analysis of homogenous materials, as prescribed by A.H.E.R.A. guideline.

If, during demolition or renovation, any additional suspect asbestos containing materials are located [may include but not limited to: sheet vinyl flooring, tile flooring, wall or ceiling textures or paints, concrete siding or skirting, cement pipes, cement wallboard, electrical cloth, electrical wiring insulation, thermal paper, wallboard, joint compounds, vinyl wall coverings, spackling compounds, or any other suspect TSI (Thermal System Insulation)], those materials are ASSUMED Asbestos Containing Materials unless determined to be non-asbestos by laboratory analysis.

Asbesto-Test, Inc. does not guarantee approximations of quantities of ACM, which may be listed with the analyses. It is therefore recommended professional abatement price and/or disposal quotes be obtained by inquiring as to fees per area of specific ACM material (i.e. sq or ln ft, etc.), or by on site assessment.

Any and all materials identified as ACM and/or AACM in this report must be abated prior to disturbance in renovation or demolition.

PLM (polarized light microscopy) has been known to miss asbestos in small percentages of some samples, which contain asbestos, thus negative PLM results cannot be guaranteed. Floor tiles and wipes should be tested with SEM (scanning electron microscope) or TEM (transmitting electron microscope), to ensure analytical accuracy when asbestos is reported in small percentages

Analytical test method: USEPA 600/R93/116** (PLM); WAC 296-62-07753 App. J
**One percent is the USEPA regulatory limit for asbestos in bulk samples.

Key:
"FRIABLE" signifies "Easily Airborne"
ACM signifies "Asbestos Containing Material"
AACM signifies "ASSUMED Asbestos Containing Material"
CAB signifies "Concrete Asbestos Board"
< signifies "less than"
TSI signifies "Thermal System Insulation"
HVAC signifies "Heating Ventilating Air-Conditioning"
NAD signifies "No Asbestos Detected"

END OF REPORT

ArLynn Hammond, Pres., BSc.
Analytical Chemist, AIHA proficient
AHERA CERT 182060- EXP 7-28-22

