

**LIFT STATION 3 HOUSE DEMOLITION**

LACEY PROJECT NUMBER PW 2021-33

**SPECIFICATIONS AND BID DOCUMENTS  
DEPARTMENT OF PUBLIC WORKS**

**LACEY PROJECT NUMBER PW 2021-33**

***CITY OF LACEY  
WASHINGTON***

***CITY OFFICIALS***

**MAYOR**

**ANDY RYDER**

**DEPUTY MAYOR**

**MALCOLM MILLER**

**COUNCIL MEMBERS**

**LENNY GREENSTEIN**

**MICHAEL STEADMAN**

**CAROLYN COX**

**ED KUNKEL**

**ROBIN VAZQUEZ**

**CITY MANAGER**

**SCOTT H. SPENCE**

**CITY ATTORNEY**

**DAVID S. SCHNEIDER**

**DIRECTOR OF PUBLIC WORKS**

**SCOTT EGGER, P.E.**

**CITY ENGINEER**

**ROGER SCHOESSEL, P.E.**

  
\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

  
\_\_\_\_\_  
DATE

City of Lacey PW# 2021-33  
Lift Station 3 House Demolition

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**C E R T I F I C A T I O N**

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The following Project Specifications have been prepared under the direction of the Registered Professional Engineer indicated below:



Puna Clarke, P.E.  
Utility Engineer  
City of Lacey

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# A INSTRUCTIONS

## **INSTRUCTIONS TO BIDDERS**

Bidders shall examine contract and bid documents and the site and shall satisfy themselves as to conditions that exist.

Each Bidder shall submit to the City Clerk, Lacey, Washington a sealed bid endorsed upon the outside wrapper with **LIFT STATION 3 HOUSE DEMOLITION** at the time and place designated in the advertisement.

Bids may be delivered in person to Lacey City Hall, 420 College Street SE, or by mail to City of Lacey 420 College St SE Lacey, WA 98503.

The City of Lacey is committed to offering reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3212 at least seventy-two (72) hours before the meeting to discuss any special accommodations that may be necessary. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

Each Bidder shall complete the proposal with prices in figures with the extension properly computed. The proposal must be properly signed by a duly authorized agent. Proposal must acknowledge addenda, if any, received.

If alternates are included in the proposal the Bidder shall complete the alternates. The City will award the contract to the lowest responsible Bidder as determined by the Special Provisions. The City reserves the right to delete alternates after award.

Each bid shall include properly executed bid surety as outlined in the Advertisement and the Proposal.

Each Proposal must be accompanied by a signed Affidavit of Non-Collusion.

The City does not pre-qualify Bidders. However, if the apparent low Bidder has not already been determined qualified, the City shall afford seven (7) days after notification for the low Bidder to provide evidence for evaluation, as to capability to perform the work. The evaluation will include consideration of experience, personnel, equipment, financial resources as well as performance record. The information must be sufficient to enable the Bidder to obtain the required qualification rating prior to the award of the contract.

No bidder may withdraw his bid after the hour set for the opening of bids or before award of the contract unless said award is delayed for a period of forty-five (45) days.

## **CONTRACT PARTS**

The contract to be executed as a result of this bid consists of multiple parts, all of which pertain as if fully attached hereto and Bidder shall consider all parts as a complete document. In the event of discrepancies between the various parts, precedent shall be in the following order:

1. Contract Form,
2. Addenda (if any),
3. Proposal Form,
4. Special Provisions,
5. Technical Specifications, if included,
6. Contract Plans,
7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
8. City of Lacey Development Guidelines and Public Works Standards, and
9. WSDOT Standard Plans for Road, Bridge and Municipal Construction

- The Bidder is directed to complete and return the forms in Section B as a bid proposal.

## **BIDDER'S CHECKLIST**

**The bidder's attention is especially called to the following forms which must be executed in full as required, and submitted with the bid proposal:**

1. Proposal: The unit prices bid must be shown in the space provided.
2. Proposal Signature Sheet: To be filled in and signed by the bidder. All addenda must be acknowledged.
3. Bid Deposit: Any bid shall be accompanied by a deposit of cash, certified check, cashier's check, or surety bond, in an amount equal to at least five percent (5%) of the total amount bid. Checks shall be payable to the City Clerk, City of Lacey, Washington.

If a surety bond is used, it shall be submitted on a form furnished by the Commission and signed by the bidder and his surety company. The sureties' "attorney-in-fact" must be registered with the Washington State Insurance Commissioner. The power of attorney must also be submitted with the bond. See Specification section 1-02.7 for more information.

4. Non-Collusion and Debarment Affidavit

**The following form must be submitted within 24 hours following the bid submittal deadlines.**

5. Certification of Compliance with Wage Payment Statutes
6. Certification of Employment Security Department (ESD) Good Standing and Number

**The following must be completed before the contract can be awarded:**

7. L&I training on the requirements related to public works and prevailing wages per RCW 39.04.350

**The following forms are to be executed after the contract is awarded:**

8. Contract: This agreement to be executed by the successful bidder
9. Performance and Payment Bond
10. Insurance Certificate

---

**Bidder's Checklist**

1.	Proposal	
2.	Proposal Signature Sheet	
	Addenda Acknowledged	
3.	Bid Deposit	
	Power of Attorney included if applicable	
4.	Non-Collusion and Debarment Affidavit	
5.	Certification of Compliance with Wage Payment Statutes	
6.	Certification of Employment Security Department (ESD) Good Standing and Number	
7.	L&I Public Works Prevailing Wage Training	

# B

## BID DOCUMENTS

# CITY OF LACEY

## Lift Station 3 House Demolition

Lacey Contract Number: PW 2021-33

Federal Aid Project Number:

WSDOT Contract Number:

TIB Contract Number:

## Contract Proposal

DATE: \_\_\_\_\_

The undersigned, as bidder, has examined the bid documents as prepared by the Public Works Department, City of Lacey.

The undersigned, as bidder, proposes to furnish all material and perform all labor in accordance with the bid documents at the following prices.

Bidder must fill in unit prices in figures for each item and total.

Bidder shall sign this proposal form and submit all required paperwork with the bid.

### A Sewer

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	5000	MC	104-010	Minor Change	\$1.00	\$5,000.00
A2	1	LS	109-010	Mobilization	LUMP SUM	
A3	1	LS	110-010	Project Temporary Traffic Control	LUMP SUM	
A4	80	HR	110-040	Flaggers		
A5	240	HR	110-070	Portable Changeable Message Sign		
A6	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
A7	1	LS	202-520	Special Removal of Structures and Obstructions	LUMP SUM	
A8	150	TN	203-190	Gravel Borrow Incl. Haul		
A9	150	TN	404-010	Crushed Surfacing Base Course		
A10	400	LF	801-100	Silt Fence		
A11	1	LS	801-680	Erosion/Water Pollution Control	LUMP SUM	
A12	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00

Schedule A Subtotal: \_\_\_\_\_

Tax Rate (%) : 9.40 Tax: \_\_\_\_\_

Schedule A Total: \_\_\_\_\_

Contract Total: \_\_\_\_\_

(All Schedules)

The undersigned also agrees as follows:

- Within 10 calendar days after the contract is awarded to sign and return the contract and provide insurance documents.
- That this proposal cannot be withdrawn within 45 days after receipt of bids.
- That it is the understanding that the City of Lacey may accept or reject any or all bids.
- The undersigned hereby agrees to pay for labor not less than the prevailing rates of wages per the bid documents.
- Enclosed with this proposal is a bid deposit in the sum of 5% of the bid total amount which it is agreed shall be collected and retained by the City of Lacey as liquidated damages in the event this proposal is accepted by the City of Lacey with 45 calendar days after the receipt of bids and the undersigned fails to execute the contract and the required bond with the City of Lacey, under the conditions thereof, within 10 calendar days after the undersigned is notified that said proposal has been accepted, otherwise said bid deposit shall be returned to the undersigned upon demand.
- A Performance/Payment Bond will be furnished to the City with the contract.
- Retention will be held on this contract per RCW 60.28.011.

Addenda Receipt Acknowledged

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

(If an Individual, Partnership, or Non-Incorporated organization)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Phone

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Firm Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
\_\_\_\_\_  
Signature of Bidder (if a Corporation)

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

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Incorporated under the Laws of the State of \_\_\_\_\_

Officers

Address

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

## BID DEPOSIT SELECTION

A bid deposit in an amount of five percent (5%) of the total bid amount is attached hereto:

CASH ☐ In the amount of \_\_\_\_\_

CASHIER'S CHECK ☐ In the amount of \_\_\_\_\_

CERTIFIED CHECK ☐ In the amount of \_\_\_\_\_

BID BOND ☐ In the amount of 5% of the total bid amount

**CONTRACTOR'S BID DEPOSIT SURETY BOND  
to City of Lacey, Washington**

We, \_\_\_\_\_, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and \_\_\_\_\_, as Surety, organized and existing under the laws of the State of \_\_\_\_\_, are held and firmly bound unto the City of Lacey, a Washington municipality, as Obligee, in the penal sum of 5% of the total amount bid, not to exceed \$ \_\_\_\_\_, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a bid for **LIFT STATION 3 HOUSE DEMOLITION**.

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the bid of Principal and make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee in an amount equal to 100% of the amount of the bid proposed including additives, alternatives and Washington State sales tax, then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this bid bond.

This bond may be executed in two 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 officer executing on behalf of the surety.

**PRINCIPAL (CONTRACTOR)**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\_\_\_\_\_

## NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has 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 the preparation and submission of a proposal of the City of Lacey for consideration in the award of a contract on the improvement described as follows.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of State or federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or State agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

### **LIFT STATION 3 HOUSE DEMOLITION**

\_\_\_\_\_  
Name of Project

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

\_\_\_\_\_  
Signature of Authorized Member

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(CORPORATE SEAL)

## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

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.*

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

**CERTIFICATION OF EMPLOYMENT SECURITY DEPARTMENT (ESD)  
GOOD STANDING AND NUMBER**

The bidder hereby provides an ESD number and certifies that per RCW 39.04.350 and Title 50 RCW, in which the City will verify prior to entering into contract with the Contractor, that the Bidder has a valid ESD number and is deemed to be in good standing with Washington State's Employment Security Department.

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

---

Employment Security Department (ESD) Number

---

WA State Unified Business Identifier (UBI #)

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

# C CONTRACT DOCUMENTS

## CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the City of Lacey, hereinafter called Owner, under and by virtue of the charter, laws and ordinances of the said Owner and the laws of the State of Washington, and \_\_\_\_\_ hereinafter called Contractor,

### WITNESSETH:

That in consideration of the payment, covenants and agreement hereinafter mentioned, attached and made a part of this Agreement, to be made and performed by the parties hereto, the parties covenant and agree as follows regarding:

1. The Contractor shall do all work and furnish all tools, materials and equipment in accordance with and as described in the attached Plans and Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or in addition to the work covered by this Contract and every part thereof and any force account work which may be ordered as provided in this Contract and every part thereof.

The Contractor shall provide and bear the expense of all materials, labor, equipment, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the Owner.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract and every part thereof.
3. Contractor, for himself and for his heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of Contractor.
4. It is further provided that no liability shall attach to Owner or Agent thereof by reason of entering into this Contract, except as expressly provided herein.
5. Payments will be made under the Contract according to the schedule of rates and prices and the specification attached and made a part thereof. Partial payments under the Contract will be made at the request of the Contractor not more than once each month upon approval of the Owner, as hereinafter specified, provided they are in accordance with the provisions of RCW 60.28.010. There will be reserved and retained from monies

earned by the Contractor, as determined by such monthly estimates, a sum equal to 5 percent of the Contract price.

Payment of the retained percentage shall be withheld for a period of forty-five (45) days following the final acceptance of the work and materials by the Owner, and shall be paid the Contractor at the expiration of said forty-five (45) days in event no claims, as provided by law, have been filed against such funds; and provided further, that releases have been obtained from all departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims together with a sum sufficient to pay the cost of such action, and to cover attorney fees as determined by the Owner.

6. Requests for review of substitute items of material or equipment will not be accepted by the Owner or Agent from anyone other than the Contractor. If the Contractor wishes to furnish a substitute item, the Contractor shall make written application to the Owner's Agent for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered without the Owner's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any other substitute.

The Owner or Agent will record the time and expenses in evaluating substitutions proposed by the Contractor. Whether or not the Owner accepts a proposed substitute, the Contractor shall reimburse the Owner for the costs of evaluating any proposed substitute.

7. The Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to make good any defects in the equipment or to recover any over-payment resulting from dishonest acts of the Contractor.
8. The contract time will commence to run, and the Contractor shall start to perform his obligation under the contract documents, on the day indicated in the Notice to Proceed given by Owner to Contractor; but in no event shall contract time commence to run later than the 30th calendar day after the date when both Owner and Contractor execute the Contract. A Notice to Proceed may be given at any time within thirty (30) calendar days after the date when both Owner and Contractor execute the Contract.
9. The Contractor shall guarantee the materials and workmanship for a period of one (1) year from and after the date of final acceptance by the Owner.

If, within said guarantee period, repairs are required which, in the opinion of the Owner, are rendered necessary as a result of work or materials which are inferior, defective or not

in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, (a) correct all defects and place in satisfactory condition in every particular all of such guaranteed work and materials; (b) make good all damage which in the opinion of the Owner is caused by such defects; and (c) make good any other work or material or the equipment and contents of a building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within ten (10) days to proceed to comply to the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his Surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof.

IN WITNESS WHEREOF, the said Contractor has executed this instrument and the City Manager, pursuant to resolution duly adopted, has caused this instrument to be executed in the name of the City of Lacey the day and year first above-written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor's Registration Number (UBI No.)

\_\_\_\_\_  
City of Lacey Business License Number

\_\_\_\_\_  
City Manager

ATTEST:

By:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By :

\_\_\_\_\_  
City Attorney

**CONTRACTOR'S PERFORMANCE/PAYMENT BOND  
to City of Lacey, Washington**

The City of Lacey, Washington, in Thurston County, has awarded to \_\_\_\_\_ (Contractor), as Principal, a contract for the construction of the project designated as **LIFT STATION 3 HOUSE DEMOLITION**, Project No. **2021-33** in Lacey, Washington, and said Principal is required under the terms of the Contract to furnish a performance/payment bond in accordance with chapter 39.08 Revised Code of Washington (RCW).

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws 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 of Lacey, as Obligee, in the sum of \$ \_\_\_\_\_ total Contract amount (including Washington State sales tax), subject to the provisions herein.

The obligations of this 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 the 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; shall pay all persons in accordance with chapters 39.08, 39.12, and 60.28 RCW, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; shall warranty the work as provided in the Contract and shall indemnify and hold harmless the Obligee from any defects in the workmanship and materials incorporated into the work for the period identified in the Contract; and if such 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 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 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 officer executing on behalf of the surety.

**PRINCIPAL (CONTRACTOR)**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION OF OPTION FOR MANAGEMENT OF  
STATUTORY RETAINED PERCENTAGE**

- A. I hereby elect to have the retained percentage of this contract held in a fund by the City of Lacey until forty-five (45) days following final acceptance of the work.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

- B. I hereby elect to have the City of Lacey invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW Ch. 60.28.

I hereby designate \_\_\_\_\_ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said percentage in escrow and investing it as authorized by statute.

The City of Lacey shall not be liable in any way for any costs or fees in connection therewith.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

- C. I hereby elect to hold a retainage bond.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

D  
SPECIAL  
PROVISIONS



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## **SPECIAL PROVISIONS**

### **INTRODUCTION TO THE SPECIAL PROVISIONS**

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 Lacey GSP)

Also incorporated into the Contract Documents by reference are:

Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any

Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

City of Lacey Development Guidelines and Public Works Standards, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

### **DESCRIPTION OF WORK**

This contract provides for the demolition of the City of Lacey-owned property at 4406 26<sup>th</sup> Avenue SE, Lacey, WA 98503.

The work will include the demolition and disposal of a single-family residence including residential home, patio, detached storage shed, foundation, preparing and submitting demolition plans, permitting, disconnecting services, tree removal, traffic control measures, backfilling the site and removing all debris from on-site. All material shall be hauled to an approved recycling center or disposal site.

## **1-01 DEFINITIONS AND TERMS**

### **1-01.3 Definitions**

(January 4, 2016 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

**Bid Opening Date**

The date on which the Contracting Agency publicly opens and reads the Bids.

**Award Date**

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

**Contract Execution Date**

The date the Contracting Agency officially binds the Agency to the Contract.

**Notice to Proceed Date**

The date stated in the Notice to Proceed on which the Contract time begins.

**Substantial Completion Date**

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

**Physical Completion Date**

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

**Completion Date**

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

**Final Acceptance Date**

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

**Additive**

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

**Alternate**

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for “Contract”.

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

**Notice to Proceed**

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

**Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

## **1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

#### **1-02.1 Qualifications of Bidder**

[\(January 24, 2011 APWA GSP\)](#)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

## **1-02.2 Plans and Specifications**

**(June 27, 2011 APWA GSP)**

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	3	Furnished automatically upon award

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

## **1-02.4 Examination of Plans, Specifications and Site of Work**

### **1-02.4(1) General**

**(August 15, 2016 APWA GSP Option A)**

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

### **1-02.4(2) Subsurface Information**

**(March 8, 2013 APWA GSP)**

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

## **1-02.5 Proposal Forms**

**(July 31, 2017 APWA GSP)**

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

### **1-02.6 Preparation of Proposal**

**(November 20, 2020 Lacey GSP)**

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

### **1-02.6 Preparation of Proposal**

**(August 2, 2004 WSDOT 1-02.6OPT15.GR1)**

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

### **1-02.6 Preparation of Proposal**

**(February 8, 2021 Lacey GSP)**

The thirteenth paragraph of Section 1-02.6 is deleted and replaced with the following:

The Bidder shall submit a completed Contractor Certification Wage Law Compliance form (WSDOT Form 272-009) within 24 hours of bidding opening, weekends and holidays are not included in that period. Failure to return this certification in the required timeframe will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

### **1-02.7 Bid Deposit**

**(March 8, 2013 APWA GSP)**

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### **1-02.9 Delivery of Proposal** **(November 20, 2020 Lacey GSP)**

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If supplemental information is due after the Bid Proposal is due, the document(s) shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: [projectadmin@ci.lacey.ci.wa.us](mailto:projectadmin@ci.lacey.ci.wa.us)

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal** **(July 23, 2015 APWA GSP)**

Delete this section in its entirety, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the

Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, Emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.13 Irregular Proposals** **(October 1, 2020 APWA GSP)**

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

### **1-02.14 Disqualification of Bidders** **(May 17, 2018 APWA GSP Option A)**

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

### **1-02.15 Pre-Award Information** **(August 14, 2013 APWA GSP)**

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

### **1-03.3 Execution of Contract** **(October 1, 2005 APWA GSP)**

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency,

the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

#### **1-03.4 Contract Bond** **(July 23, 2015 APWA GSP)**

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a) Is registered with the Washington State Insurance Commissioner, and
  - b) Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b) Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

#### **1-03.4(1) Retainage in Lieu of Contract Bond** **(May 17, 2018 APWA GSP)**

Add the following new section:

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or

payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

### **1-03.7 Judicial Review**

**(November 30, 2018 APWA GSP)**

Delete this section and replace it with the following:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

## **1-04 SCOPE OF THE WORK**

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

**(November 20, 2020 Lacey GSP)**

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 presiding over 3, 3 over 4, and so forth):

1. Contract Form,
2. Addenda (if any),
3. Proposal Form,
4. Special Provisions,
5. Technical Specifications, if included,
6. Contract Plans,
7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
8. City of Lacey Development Guidelines and Public Works Standards, and
9. WSDOT Standard Plans for Road, Bridge and Municipal Construction

### **1-04.4 Changes**

**(November 20, 2020 Lacey GSP)**

Section 1-04.4 is supplemented with the following:

Change Orders will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit the names, email addresses, and text-message capable phone numbers for the authorized change order signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign Change Orders shall be by the officer authorized to sign the Contract.

**1-04.4(1) Minor Changes**  
**(May 30, 2019 APWA GSP)**

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

**1-04.6 Variations in Estimated Quantities**  
**(July 23, 2015 APWA GSP Option B)**

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

## **1-05 CONTROL OF WORK**

### **1-05.4 Conformity With and Deviations from Plans and Stakes**

Supplement this section with the following:

**Roadway and Utility Surveys**  
**(July 23, 2015 APWA GSP, Option 1)**

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

#### **1-05.4(2) Survey Control and Electronic Files**

**(August 10, 2010 Lacey GSP)**

Add the following new section:

The Contractor shall re-establish the survey control used in design by using existing survey monuments and other control points as provided by the City.

When requested by the Contractor, the City will provide an electronic version of the construction plans (drawings), for use by the Contractor at the Contractor's own risk. In all cases, the approved paper construction plans are the official contract documents. If the Contractor wishes to use the electronic version of the construction plans for the purposes of providing surveying of the proposed improvements, it shall be the Contractor's responsibility to verify that any coordinates used from the electronic file match the station and offset location given in the contract construction plans. Construction plans are diagrammatic in nature. The coordinate locations of the various graphic elements within the electronic files may not necessarily be precisely shown with respect to their coordinate position. In all cases, the location callouts in the contract construction plans shall govern.

#### **1-05.7 Removal of Defective and Unauthorized Work**

**(October 1, 2005 APWA GSP)**

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

#### **1-05.11 Final Inspections and Operational Testing**

**(October 1, 2005 APWA GSP)**

Delete this section and replace it with the following:

#### **1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

#### **1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

#### **1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other

similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

**1-05.12(1) One-Year Guarantee Period**  
**(March 8, 2013 APWA GSP)**

Add the following new section:

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

**1-05.14 Cooperation with Other Contractors**  
**(August 3, 2015 Lacey GSP)**

Supplement this section with the following:

The Contractor shall coordinate residential refuse and recycling pick-up with Pacific Disposal (360) 923-0111. Construction activities shall be planned so that there is no interruption of services.

**1-05.15 Method of Serving Notices**  
**(March 25, 2009 APWA GSP)**

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

#### **1-05.16 Water and Power** **(October 1, 2005 APWA GSP)**

Add the following new section:

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

### **1-06 CONTROL OF MATERIAL**

#### **1-06.1 Approval of Materials Prior to Use** **(January 4, 2016 Lacey GSP)**

The second sentence of first paragraph is revised to read:

The Contractor shall use the Qualified Product List (QPL), the Aggregate Source Approval (ASA) Database, or the City of Lacey Request for Approval of Material (COL RAM) form.

#### **1-06.1(2) Request for Approval of Material (RAM)**

The first paragraph is revised to read:

The COL RAM shall be used with all submittals. The COL RAM shall be prepared by the Contractor in accordance with the instructions and submitted to the engineer for approval before the material is incorporated into the Work.

Supplement this section with the following:

The Contractor shall submit sufficient information that describes the materials proposed as defined and described in these specifications and plans within 10 working days following the Notice to Proceed.

The Contractor shall submit one electronic of catalog cuts, shop drawings, and a material testing sample, as required for all items to be used in this contract for approval. The Contractor shall circle or highlight products and materials that are specific to this project, and cross out items that are not for this project.

All items not in exact compliance with the specifications must be noted as a change. The Contractor shall include an explanation, product specifications, sample articles, and any other items that will aid the Engineer in approving an item not in exact accordance with the specifications.

All submittals shall be submitted in Adobe Acrobat format and submittals that exceed 10 pages shall include a table of contents. Submittals that are not submitted in the format outlined may be rejected outright and the Contractor is required to resubmit in the correct format. The form and the submittal shall

be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a flash drive or via an internet link.

The Engineer will review submittals within 10 working days. The Contractor may request additional working days if approval or disapproval is not received in 10 working days. The Contractor may not request additional working days for failure to submit sufficient information to approve an item, or for rejection of an item not in accordance with the specifications.

Resubmittals shall be submitted within 5 working days from City's transmittal, to the contractor, of the Engineer reviewed submittal. If the submittal is "Rejected", the contractor shall resubmit the entire submittal. If the submittal is marked "Revise and Resubmit", the contractor shall submit items that are identified in the Engineer's comments.

Any material purchased or labor performed prior to such approval shall be at the Contractor's risk. The Contractor must receive all material approvals before the materials will be allowed on the project.

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed** **(October 1, 2005 APWA GSP)**

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Sales Tax** **(June 27, 2011 APWA GSP)**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington

State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

**1-07.9(5) Required Documents**  
**(January 6, 2020 WSDOT 1-07.9(5).OPT1.GR1)**

Section 1-07.9(5) is revised to read

**General**

All “Statements of Intent to Pay Prevailing Wages”, “Affidavits of Wages Paid” and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer using the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

**Intents and Affidavits**

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved “Statement of Intent to Pay Prevailing Wages” State L&I’s form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until “Affidavit of Prevailing Wages Paid” forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

**Certified Payrolls**

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

**1-07.18 Public Liability and Property Damage Insurance**

Delete this section in its entirety, and replace it with the following:

**1-07.18 Insurance**  
**(January 4, 2016 APWA GSP)**

**1-07.18(1) General Requirements**

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.

B. The Contractor shall keep this insurance in force without interruption from the 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 below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that

coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier 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 all Subcontractors of every tier add all entities listed in 1 07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-

07.18(2) 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.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

#### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1 07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

#### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. 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 Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

#### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

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.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

#### **1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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#### **1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### **1-07.23 Public Convenience and Safety**

#### **1-07.23(1) Construction Under Traffic**

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

#### **1-07.23(1) Construction Under Traffic**

(January 5, 2015 WSDOT 1-07.23(1).OPT5.FR1)

Section 1-07.23(1) is supplemented with the following

Lane closures are subject to the following restrictions:

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After noon on the day prior to a holiday or holiday weekend, and
4. Before noon on the day after the holiday or holiday weekend.

### **1-07.24 Rights of Way** **(July 23, 2015 APWA GSP)**

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters** **(May 25, 2006 APWA GSP)**

Add the following new section:

**1-08.0(1) Preconstruction Conference**  
**(October 10, 2008 APWA GSP)**

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

To review the initial progress schedule;  
To establish a working understanding among the various parties associated or affected by the work;  
To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;  
To establish normal working hours for the work;  
To review safety standards and traffic control; and  
To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

A breakdown of all lump sum items;  
A preliminary schedule of working drawing submittals; and  
A list of material sources for approval if applicable.

**1-08.0(2) Hours of Work**  
**(December 8, 2014 APWA GSP)**

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 5 prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

**1-08.0(2)A Lacey Hours of Work**  
**(October 16, 2014 Lacey GSP Option A)**

Add the following new section:

Lacey Municipal Code (LMC) Chapter 14.38.010, prohibits outside construction activities between the hours of 9:00 p.m. and 7:00 a.m. in or adjacent to residential zones of the City. A waiver to this ordinance will not be allowed, except in case of emergency, or where operations are necessary during such hours in order to promote the safety of the traveling public as shown in theses specifications or as determined by the Engineer.

**1-08.1 Subcontracting**  
**(May 30, 2019 APWA GSP, Option B)**

Delete the ninth paragraph, beginning with “On all projects, the Contractor shall certify...”.

**1-08.3(2)A Type A Progress Schedule**  
**(March 13, 2012 APWA GSP)**

Revise this section to read:

The Contractor shall submit five (5) copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

**1-08.4 Prosecution of Work**  
**(July 23, 2015 APWA GSP)**

Delete this section in its entirety, and replace it with the following:

**1-08.4 Notice to Proceed and Prosecution of Work**

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility

fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

#### **1-08.4(1) Order Of Work**

(\*\*\*\*\*)

Add the following new section:

Prior to starting construction and issuance of notice to proceed by the City, the Contractor shall furnish the Contracting Agency with a schedule, sequence, and method of proceeding with the work. This schedule shall address all items herein and must be approved by the Contracting Agency prior to commencing any construction operations.

The Contracting Agency has made commitments with several jurisdictions, public users, property owners, and private utilities that the Contractor shall incorporate into the schedule for this project. The following specific requirements shall be included into the project schedule:

- The Contractor shall provide access to the existing lift station adjacent to the property at all times.
- The Contractor shall protect-in-place the existing lift station at all times. If the any part of the existing lift station is damaged during demolition, the Contractor shall restore and/or replace the damage to original condition or better.

#### **1-08.5 Time for Completion**

(\*\*\*\*\*)

This project shall be completed in accordance with the provisions of Section 1-08 of the Standard Specifications within **30 working days**. All design and submittal work for this project shall be completed within the first 14 calendar days of the contract.

#### **1-08.5 Time for Completion**

(November 30, 2018 APWA GSP Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then

the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

- a. Certified Payrolls (per Section 1-07.9(5)).
- b. Material Acceptance Certification Documents
- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all

Subcontractors

- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

- g. Property owner releases per Section 1-07.24

### **1-08.9 Liquidated Damages** **(August 14, 2013 APWA GSP)**

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.2(1) General Requirements for Weighing Equipment** **(July 23, 2015 APWA GSP, Option 2)**

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide an AM and PM tare weight for each truck on the printed ticket.

**1-09.2(5) Measurement**  
**(May 2, 2017 APWA GSP)**

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer’s discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

**1-09.9 Payments**  
**(March 13, 2012 APWA GSP)**

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer’s determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

### **1-09.9 Payments**

**(November 20, 2020 Lacey GSP)**

Section 1-09.9 is supplemented with the following:

Progress payments and the Final Contract Voucher Certification (FCVC) will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit the names, email addresses, and text-message capable phone numbers for the authorized signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign progress payments and the FCVC shall be by the officer authorized to sign the Contract.

### **1-09.11(3) Time Limitation and Jurisdiction**

**(November 30, 2018 APWA GSP)**

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-09.13(3) Claims \$250,000 or Less**

**(October 1, 2005 APWA GSP)**

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

### **1-09.13(3)A Administration of Arbitration**

**(November 30, 2018 APWA GSP)**

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1 General**

[\(January 3, 2017 Lacey GSP\)](#)

Supplement this section with the following:

Delays to traffic shall be held to a minimum. There shall be no restrictions or interruptions to traffic on Saturdays, Sundays or Holidays. In addition, there shall be no restrictions or interruptions to traffic after 12:00 noon on the day prior to a holiday or holiday weekend.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights or sirens. The Contractor shall alert all flaggers and personnel of this requirement.

The Contractor shall be responsible for removing the permanent traffic signs, as deemed necessary by the Engineer, and shall install and maintain any temporary signs necessary for the safety of the public.

The Contractor shall maintain pedestrian access at all times, without having pedestrians enter the travel lane.

All lane restrictions shall be held to a minimum time and length. Lane closures shall comply with the traffic control plans and these specifications. If the Contractor wishes to deviate from the plans, the Contractor shall submit a traffic control plan to the Engineer, at no additional cost, that complies with the MUTCD, and the Traffic Control Plans, for approval by the Engineer within (5) five working days before the proposed lane closure. If the Engineer determines that lane restrictions are causing congestion, the Contractor will be required to open any lanes, as determined by the Engineer, until the congestion is eliminated.

During non-working hours, Saturdays, Sundays, and Holidays, the Contractor shall keep all lanes open to traffic throughout the limits of the project with the lane and sidewalk area completely clear of all material, tools, personnel, and equipment as directed by the Engineer.

### **1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control**

[\(August 2, 2004 WSDOT GSP\)](#)

Section 1-10.4(3) is supplemented with the following:

The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

"Flaggers", per hour.

"Portable Changeable Message Sign", per hour.

## **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

### **2-01.1 Description**

(October 16, 2009 Lacey GSP)

Supplement this section with the following:

The City of Lacey is a Tree City USA, and has deemed it necessary to protect all trees to the best of their ability. Only the trees that are evaluated by a certified Arborist as being diseased or detrimental to the project shall be removed as shown in the plans. The Contractor shall conduct a site review noting all trees within the construction zone prior to submitting a bid. Ease of construction, spoils, or stockpiling needs shall not justify tree removal.

A high visibility fence shall be installed around all trees and vegetation as required by the Engineer prior to beginning work. The Contractor shall be responsible for installing, maintaining and removing the high visibility fence as required.

Disposal of all organic waste shall be by Disposal Method No. 2. Disposal Method No. 1 and No. 3 will not be permitted in this contract. The City of Lacey encourages recycling of organic material at a certified organic recycling center.

The Contractor shall take all precautions necessary to protect the public, property, trees, and natural vegetation from harm. Any damage to utilities or other structures on public right-of-way or private property shall be restored by the Contractor or authorized agent at the Contractor's expense.

### **2-01.5 Payment**

(October 16, 2009 Lacey GSP)

Modify this section with the following:

The unit contract price per acre or lump sum for "Clearing and Grubbing" shall be full pay for all work described in this section including "Roadside Cleanup". If no bid item for "Clearing and Grubbing" or "High Visibility Fence" is included in the proposal, any work described in this section shall be incidental to the project.

## **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

### **2-02.2 Video**

(July 17, 2012 Lacey GSP)

Add the following new section:

The Contractor shall provide pre-construction video of the existing conditions for the construction area including all easements, streets, alleys, and driveways within the project area. Further, video shall include existing drainage, driveways, sidewalks, and other frontage improvements. The Contractor shall also provide pre-construction video of the existing conditions of each face of an existing structure (houses, garages, sheds, fences, etc.), within 30 feet of the construction area.

The Contractor shall provide a copy of the video, in high definition DVD format, to the City prior to any construction.

All costs for providing and furnishing the pre-construction video shall be considered incidental to the Project and no other payment will be allowed.

## **2-02.3(4) Special Removal of Structures and Obstructions**

(\*\*\*\*\*)

Description:

This work shall include the demolition of property at 4406 26<sup>th</sup> Avenue SE, Lacey, WA 98503.

This work will include the demolition and disposal of a single family residence including residential home, patio, detached storage shed, home foundation, shed foundation, driveway, wooden fence near lift station, fences as indicated on the plan, swing, pergola, preparing and submitting demolition plans, disconnecting services, traffic control measures, backfilling the site with aggregate, topsoil and seeding. The Contractor shall also remove the existing trees, shrubs and plants as indicated on the plan and within 5-feet of the residence not along the fence line. The Contractor shall remove all debris including trash and debris on-site. All material shall be hauled to an approved recycling center or disposal site.

The fences separating this property from the other properties shall remain in place (the fences on the north and east sides shall remain in place).

The work does not include removal and demolition of items and fences not indicated on the plan, figures and specifications.

Permitting: This work will require an Olympic Region Clean Air Agency (ORCAA) and City of Lacey Demolition Notification/Permits. The Contractor shall obtain permit approval and meet all required conditions. The City has completed a good faith asbestos survey by a certified Asbestos Hazard Emergency Response Act (AHERA) building inspector which is included in Appendix B. Any asbestos containing material in the house or property shall be removed and disposed as required.

Disconnecting Services: The Contractor shall locate and disconnect all services. All services shall be disconnected. All services laterals shall be plugged, capped, marked, and labeled with a stake at the property line. Electrical and telecommunication services shall be removed to the service pole.

Notifying Adjacent Residents: The Contractor shall notify adjacent property owners/residents prior to all demolition and disposal work a minimum 3 working days before any work.

Site Work: The Contractor shall backfill the residence site foundation area to a grade to match the existing adjacent grade with aggregate per WSDOT Section 9-03.14(1) and 9-03.9(3) and compacted per Section 2-03.3(14) C Method A. The Contractor shall remove all debris including trash and rubbish on-site. All material shall be hauled to an approved recycling center or disposal site. The work does not include removal or demolition of driveways or fences not indicated on the plan. The work does not include the removal of existing vegetation not adjacent to the residence including shrubs, plants, and trees not indicated on the plan or specifications or approved by the Engineer.

## **2-02.5 Payment**

(March 18, 2015 Lacey GSP)

Delete this section and replace with the following:

“Special Removal of Structures and Obstructions”, lump sum.  
The lump sum contract price for these bid items shall be full compensation for all labor, equipment and materials necessary to complete the requirements of this section.

## **2-07 WATERING**

### **2-07.3 Construction Requirements**

**(October 16, 2009 Lacey GSP)**

Supplement this section with the following:

If the Contractor anticipates the use of City water, the Contractor shall apply for a water meter through the City of Lacey. Any damage rendered to the meter shall be repaired or replaced by the Contracting Agency and those costs deducted from monies due to the Contractor. All water used shall be metered and used sparingly for the entire length of the project. The Contractor will not be charged for water used on the project.

The Contractor shall use the water to keep the project site clean and to control dust during and after construction hours as determined by the Engineer.

### **2-07.4 Measurement**

**(October 16, 2009 Lacey GSP)**

Delete and replace this section with the following:

The Contractor shall apply for a construction meter through the Contracting Agency. All water used shall be measured with the Contracting Agency supplied meter.

### **2-07.5 Payment**

**(October 16, 2014 Lacey GSP)**

Delete and replace this section with the following:

The Contractor will not be charged for water used on this project. A construction meter will also be provided free of charge. Any costs to repair meters damaged by the Contractor shall be recovered from monies due the Contractor.

All costs to supply tank trucks, and apply water as directed by the Engineer shall be considered incidental to the project and no other payment will be allowed.

## **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

### **8-01.3 Construction Requirements**

#### **8-01.3(1) General**

**(May 28, 2020 WSDOT GSP)**

Section 8-01.3(1) is supplemented with the following:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site

Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Inspecting and reporting on all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all storm water discharge points every calendar week and within 24 hours of runoff events in which storm water discharges from the site or as directed by the Engineer.
4. Submit to the Engineer no later than the end of the next working day following the inspection a TESC Inspection Report that includes:
  - a. When, where, and how BMPs were installed, maintained, modified, and removed.
  - b. Observations of BMP effectiveness and proper placement.
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.
  - d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

Inspection of temporarily stabilized, or inactive sites may be reduced to once every calendar month if allowed by the Engineer.

### **8-01.3(9)A2 Silt Fence** **(October 16, 2014 Lacey GSP)**

Supplement this section with the following:

If the Engineer determines that site conditions dictate additional silt fence throughout the duration of the project, the Contractor shall immediately install additional silt fence as directed by the Engineer.

### **8-01.5 Payment** **(November 20, 2020 Lacey GSP)**

Modify this section with the following:

“Silt Fence”, per linear foot.

The unit contract price per linear foot shall be full pay for all equipment, labor and materials to install, maintain, remove and dispose of the silt fence as shown in the Plans and as directed by the Engineer.

Delete “Erosion/Water Pollution Control”, by force account and add the following bid item:

“Erosion/Water Pollution Control”, lump sum.

The lump sum contract price for “Erosion/Water Pollution Control” shall be full compensation for all labor, material, and equipment necessary to implement, install, maintain and remove all erosion and water

pollution control items including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution. The requirements for the ESC Lead shall also be included in this lump sum bid item if no bid item is included in the proposal. The Contractor shall bear full responsibility for erosion/water pollution control in all sources of material, disposal sites, and haul roads.

## **8-50 MISCELLANEOUS**

Add the following new sections:

### **8-50.2 PROJECT CLOSEOUT**

[\(April 2, 2018 Lacey GSP\)](#)

#### **Description**

This work shall consist of completing all miscellaneous items of work in accordance with the Plans and these Specifications that are required to achieve Completion and Final Acceptance, as identified by the Engineer and the Contracting Agency. This work may include but is not limited to punch list items, record drawings, O&M Manuals, training, material acceptance documents, copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors, and any other work required in these Plans and Specifications that has not been completed.

#### **Measurement**

No unit of measurement shall apply to the lump sum price for “Project Closeout”.

#### **Payment**

“Project Closeout”, lump sum.

The unit contract price per lump sum for “Project Closeout” includes all compensation for all costs of completing the miscellaneous items of work identified by the Contracting Agency prior to final acceptance of the Project. A fixed lump sum price has been included in the Proposal for this work. Any additional costs anticipated or incurred by the Contractor for the work shall be included in the various lump sum and unit price bid items as found in the Proposal. Neither partial payment, nor additional compensation shall be allowed.

# F PREVAILING WAGES



## **PREVAILING WAGE RATES**

The following wage rates are in effect for this project.

**State of Washington  
Department of Labor and Industries  
Washington State Prevailing Wage Rates For Public Works Contracts**

**Thurston County Rates For All Trades**

**Effective: March 17, 2022 including any correction notices issued  
by Labor and Industries prior to bid.**

Wage Rates and the Benefit Code Key may be found at:  
<https://secure.lni.wa.gov/wagelookup/>

Supplemental to State Wage Rates may be found at:  
<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

A copy is also available for viewing at the City of Lacey Public Works Engineering office located at 420 College St SE, Lacey, WA 98503. If requested, a hard copy will be mailed to you.

# APPENDIX A


## COL RAM FORMS

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<b>PROJECT:</b>		<b>SUBMITTAL No.</b>		 <b>CITY OF LACEY</b>
LACEY CONTRACT No. PW____-20____		Date sent to City:		
<b>Request for Approval of Material, Product or Shop Drawing</b>				
Contractor:		Subcontractor:		
No. of Pages	Item: Material, Product or Shop Drawing		Specification Reference	
<input type="checkbox"/> This item is as specified		<b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted		
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.				
Review Priority: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3            Requested Due Date:				
Notes to Engineer:				

City of Lacey Engineer:		Date Approved by City:	
<input type="checkbox"/> Rejected	New Submittal Required.		
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	No exceptions noted.		
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.			
Date City Transmitted to Contractor:		Date Contractor Transmitted to Subcontractor/Supplier:	

Date Received by City of Lacey:	Reviewed by: (Name/Company)
<u>Engineer's Comments:</u>  1.	

PROJECT: <i>A</i>		SUBMITTAL No. <i>C</i>	 CITY OF <b>LACEY</b>
LACEY CONTRACT No. PW___-20___ <i>B</i>			
<b>Request for Approval of Material, Product or Shop Drawing</b>			
Contractor: <i>D</i>		Subcontractor: <i>E</i>	
No. of Pages	Item: Material, Product or Shop Drawing	Specification Reference	
<i>F</i>	<i>G</i>	<i>H</i>	
<input type="checkbox"/> This item is as specified <i>I1</i> <b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted <i>I2</i>			
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.			
Review Priority: <input type="checkbox"/> 1 <i>K</i> <input type="checkbox"/> 2 <input type="checkbox"/> 3      Requested Due Date: <i>L</i>			
Notes to Engineer:  <i>M</i>			

Section 1

City of Lacey Engineer: <i>R</i>		Date City Transmitted to Contractor: <i>S</i>
<input type="checkbox"/> Rejected	New Submittal Required.	
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.	
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.	
<input type="checkbox"/> Conditionally Approved	No exceptions noted.	
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.		
Date Received by Contractor: <i>T</i>		Date Returned to Subcontractor/Supplier: <i>U</i>

Section 3

Date Received by City of Lacey:	<i>N</i>	Reviewed by: (Name/Company)	<i>@</i>
<u>Engineer's Comments:</u>  1. <i>P</i>			

**Section 2**

## Section 1

The **Project Manager** shall fill in items **A** and **B**. The “Request for Approval of Material, Products or Shop Drawing” form shall be included in the specifications.

**A** Project Manager enters in the project title that matches the plans and specifications.

**B** Project Manager enters in PW project number that matches the plans and specifications.

The **Contractor** shall fill out the “Request for Approval of Material, Product or Shop Drawing” form for all materials or products that will be installed and Shop Drawing that will be used in the project. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a CD, a flash drive or an internet link.

The products and materials that are specific to the project shall be circled or highlighted. If a submittal includes products or materials that are not project specific then these items shall be crossed out. Project Submittals that exceed 10 pages shall be submitted in Adobe Acrobat format and include a table of contents. Submittals that are not submitted in this format may be rejected outright and the contractor will be required to resubmit in the correct format.

The contractor shall enter in items **C, D, E, F, G, H, I, J, K, L**, and **M**.

**C** Contractor enters in the submittal number. The first “Request for Approval of Material, Product or Shop Drawing” submittal number shall be 1.0, the second shall be 2.0, the third shall be 3.0, etc.

When a “Request for Approval of Material, Product or Shop Drawing” requires resubmitting, the next submittal shall be the first part of the submittal number and then 0.1. Example: If submittal 9.0 requires resubmitting, then the resubmittal shall be 9.1. If a second resubmittal is required, then the next resubmittal shall be 9.2.

**D** Contractor shall fill in their name.

**E** Contractor shall fill in the subcontractor that is requesting approval. If only the General Contractor is requesting approval, then NA (not applicable) shall be entered.

**F** The number of pages for each specific material, product or shop drawing shall be entered.

**G** The specific material, product or shop drawing shall be entered. Material or product will be the trade name of the product or the name it is most easily recognized by. Materials or products that are similar (i.e. pipe fittings) can be bundled into one submittal.

**H** The specification that pertains to the specific material, product or shop drawing shall be entered. This information is critical in comparing the material, product or shop drawing to the specifications. You may also list Plan Sheet number or Special Provision page in this area.

**I** The Contractor shall check if the items submitted are either specified (I1) or that the submitted item is a substitution or equal (I2). If the product is a substitute or equal, then a Material/Product Substitution Request shall be submitted.

**J** The Contractor shall check that supplier and/or subcontractor certifies the bid item.

**K** The Contractor shall check if the submittal for approval is a high (1), average (2) or low (3) priority. The City of Lacey will review priority submittals as quickly as possible. Note: The majority of the submittals shall be checked as priority 2 or 3. Priority 1 submittals shall be critical or long lead items.

**L** A due date can be entered by the contractor. The City of Lacey will endeavor to review and return the request for approval by the requested due date.

**M** Any additional notes that the Contractor finds would assist the City of Lacey in reviewing the submittal can be entered in here.

## Section 2

The **City of Lacey Engineer** shall fill in items **N**, **O** and **P**.

**N** Enter the date that the City of Lacey received the “Request for Approval of Material, Product or Shop Drawing” from the Contractor.

**O** Enter the name and company of the person that reviewed the submittal.

**P** Any comments regarding changes needed, resubmittals requirements, conditional approval, etc. shall be entered.

## Section 3

The **City of Lacey Engineer** shall fill in items **Q**, **R**, and **S**.

**Q** Either “Rejected: New Submittal Required.”, “Review and Resubmit: See Engineer’s comments.”, “Conditionally Approved: See items included in Engineer’s comments.”, or “Conditionally Approved: No exceptions noted” shall be checked”.

**R** Enter the name of the Engineer sending the submittal back to the Contractor. The Engineering sending the form back may not necessarily be the Engineer completing the review.

**S** Enter the date that the City of Lacey transmits the “Request for Approval of Material, Product or Shop Drawing” to the Contractor.

The **Contractor** shall enter in items **T** and **U** for their own records. If there is a discrepancy between the **S** “Date City Transmitted to Contractor” and **T**, the Contractor shall notify the City of Lacey within 3 working days.

**T** Contractor enters the date that they received the completed “Request for Approval of Material or Shop Drawing”.

**U** Contractor enters the date that that they return the completed “Request for Approval of Material or Shop Drawing” to the Subcontractor/Supplier.

# APPENDIX B

## AHERA SURVEY

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December 30, 2021

Mr. Brian Casey  
MurraySmith Inc.  
1145 Broadway Plaza  
Suite 1010  
Tacoma, WA 98402

Subject: "Good Faith" Pre-Demolition Asbestos and Hazardous Materials Survey for 4406  
26<sup>th</sup> Avenue Southeast, Lacey, Washington 98503

Dear Mr. Casey,

Robinson Noble, Inc. has completed a "Good Faith" asbestos survey at the residential property located at 4406 26<sup>th</sup> Avenue Southeast, Lacey, Washington.

The bulk asbestos sample collection was conducted on October 18, 2021 by an Asbestos Hazard and Emergency Response Act-certified building inspector. Additionally, Robinson Noble conducted a bulk lead paint sampling and a quantification of potential universal waste items including potential polychlorinated biphenyl-containing light ballasts, mercury-containing fluorescent light tubes, and chlorofluorocarbon-containing items.

Robinson Noble trusts that the enclosed report provides MurraySmith Inc. with the information necessary for the upcoming deconstruction and demolitions project. If you have any questions about the information presented within this report, please contact the undersigned

Sincerely,  
**Robinson Noble, Inc.**

Kari Thomas  
Senior Project Geologist LG, RG  
AHERA Building Inspector # 179987

# MurraySmith Inc.

## "Good Faith" Pre-Demolition Asbestos and Hazardous Materials Survey 4406 26<sup>th</sup> Avenue Southeast, Lacey, Washington

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## **Executive Summary**

Robinson Noble was retained by MurraySmith Inc. to conduct a “good faith” pre-demolition asbestos and hazardous materials survey for the residential property located at 4406 26<sup>th</sup> Avenue Southeast, Lacey (the site).

Robinson Noble understands that the information will be used in project planning for the upcoming deconstruction and demolitions of the subject building.

The regulated building materials assessment includes asbestos-containing materials (ACM), lead-containing paints (LCP), and a quantification of potential polychlorinated biphenyl (PCB)-containing light ballasts, mercury-containing fluorescent light tubes, and chlorofluorocarbon (CFC)-containing items, as well as other potential universal waste items. This survey was performed in accordance with federal, state, and local regulatory requirements. Each regulated material included in the survey is summarized below.

### **Asbestos-Containing Materials**

Robinson Noble collected 87 samples of suspect ACM from the building. Laboratory analyses revealed 17 samples (3 homogeneous materials) contained greater than one percent asbestos. Section 4.1 of this report summarizes the ACM by location and provides more details. Figures 1 and 2 show the asbestos sample locations.

The following materials at the site were sampled and confirmed to contain asbestos or assumed to contain asbestos:

- Wall texture (white) located throughout all of the painted gypsum wallboard walls in the subject house.
- Leveling compound (off-white) behind kitchen backsplash tiles located on kitchen walls.
- Ceiling texture (off-white) located throughout the ceiling in bedroom 4

### **Lead-containing paint**

Washington State Department of Labor and Industries Division of Occupational Safety & Health considers any detectable concentration of lead to be a potential hazard during activities that disturb it, such as renovation, deconstruction or demolition. Robinson Noble collected two samples for lead-containing paint. Neither of the samples were found to contain detectable concentrations of lead.

### **PCB light ballasts, mercury, and other regulated wastes**

As part of our survey for regulated materials, Robinson Noble quantified the number of light ballasts at the site. Additionally, an inventory of other installed regulated materials that may classify as universal hazardous wastes was completed. These materials included mercury-containing items such as fluorescent light tubes and thermostats. Other regulated materials included CFC-containing items and fire extinguishers. All of the ballasts were assumed to contain PCBs. A similar assumption applies to mercury potentially present within fluorescent lamps in fluorescent light fixtures. Generally, it is not necessary to sample these materials because their presence within the building represents a future cost for disposal of the facility’s installed contents. The following regulated materials and/or universal waste items were identified. Section 4.2 of this report summarizes the regulated wastes observed at the site.

- 18 potential mercury-containing light tubes
- 9 potential PCB-containing light ballasts
- <10 smoke detectors (possible radioisotopes)
- 1 refrigerator (R-134A refrigerant)

## 1.0 Introduction

Robinson Noble was retained by MurraySmith Inc. to conduct a “good faith” asbestos and hazardous materials survey at the residential building located at 4406 26<sup>th</sup> Avenue Southeast, Lacey, Washington (the site).

Robinson Noble understands that the information in this report will be used in project planning for the upcoming deconstruction and demolition of the building.

The regulated building materials assessment included asbestos-containing materials (ACM), lead-containing paints (LCP), and a quantification of potential polychlorinated biphenyls (PCB)-containing light ballasts, mercury-containing fluorescent light tubes, and chlorofluorocarbon (CFC)-containing items, as well as other potential universal waste items. This survey was performed in accordance with federal, state, and local regulatory requirements.

The objective of the assessment was to identify the possible presence and location of ACM, LCP, and universal/regulated materials within the structure in preparation for deconstruction or demolition activities that could disturb them.

## 1.1 Scope of Work

The scope of services for the building materials assessment was limited to the following tasks:

- Collect bulk asbestos samples as necessary to identify regulated ACM at the site;
- Collect representative bulk lead paint chip samples of common color paints on representative building components as necessary to identify LCP at the site;
- Inventory potential PCB-containing fluorescent lighting ballasts, mercury-containing fluorescent light tubes, CFC-containing items, and other potential universal wastes; and
- Prepare a summary report documenting the findings of the survey, including tables summarizing materials found, and a discussion of methodology, results, and conclusions and recommendations for handling and control.

## 1.2 Limitations of the assessment

The conclusions of the report are professional opinions based solely upon visual site observations and interpretations of analyses as described in this report. The opinions presented herein apply to the site conditions existing at the time of the investigation, and interpretation of current regulations pertaining to ACM. Therefore, opinions, and recommendations provided herein might not apply to future conditions that may exist at the site. The current regulations should always be verified prior to any work involving asbestos. This survey is not intended to be used as an abatement design documents. All existing conditions, quantities, and locations should be verified prior to abatement.

The purpose of the asbestos survey is to reasonably test for evidence of asbestos in suspect or randomly selected materials at the facility. It should be noted that no survey can be comprehensive or exhaustive enough to completely eliminate the possibility that asbestos is present. Therefore, the completion of this or any survey for asbestos should not be considered a warranty or guarantee that these materials do not exist, even if they are not detected through a survey.

The contractor should use caution when performing renovation, deconstruction, or demolition activities within the project areas, as concealed materials may be encountered during the project. ACM may be located between walls, above ceilings, in pipe chases, or other inaccessible areas. The survey did not include an investigation of potentially buried piping within the vicinity of the site.

The universal hazardous waste and other regulated waste inventory is intended to identify installed or left-behind materials at the site at the time of the survey. Other potential regulated materials not identified by Robinson Noble may be present within the building.

Robinson Noble's survey did not include sampling of electrical wiring or electrical components, as they were still live.

## **2.0 Site Description**

The project site is a single-family residence and shed located at 4406 26<sup>th</sup> Avenue Southeast in Lacey, Washington.

The single-family residence is approximately 1,383 square feet (SF) and the shed is approximately 200 square feet. The building is heated by electric furnace. Interior finishes varied per room in the building and our observations suggest that renovations have occurred over the years. Interior finishes included textured walls and ceilings, gypsum wallboard, carpeting, and laminate flooring. The exterior of the building is constructed out of hardboard siding. The roof was constructed of 3-tab shingle roofing. According to the Thurston County Tax Assessor's website, the single-family residence was originally constructed in 1969 and the shed was constructed in 2012.

## **3.0 Methodology**

During the site inspection, Robinson Noble also conducted a quantification of potential regulated materials at the site. This section describes the sampling methodology. Material summary tables are included in Section 4. Supporting documentation includes the bulk asbestos sampling table (Appendix A), photo log (Appendix B), laboratory analytical reports and chain-of-custody forms (Appendix C), and inspector certification (Appendix D).

### **3.1 Asbestos Assessment Methodology**

A 'walk-through' inspection of accessible areas was conducted to identify suspect ACM and presumed ACM. The asbestos survey was performed by an Asbestos Hazard and Emergency Response Act (AHERA)-certified building inspector in accordance with a sampling protocol appropriate for the scope of work described above. The sampling protocol was modeled after the United States Environmental Protection Agency (EPA) regulation Title 40 Code of Federal Regulations (CFR) Part 763; Olympic Region Clean Air Agency (ORCAA) requirements, and by Wash-

ington State Department of Labor and Industries Division of Occupational Safety & Health (DOSH) Regulation Washington Administrative Code (WAC 296-62-077021.

### **3.1.1 Sampling**

Suspect ACM was grouped into homogenous sampling areas and categorized according to 40 CFR 763.86, as thermal system insulation, surfacing material, or miscellaneous material. The sampling plan included, at a minimum, the collection and analysis as described in Section 3.1.1.1 through 3.1.1.4. Asbestos sample locations are shown on Figures 1 and 2.

#### **3.1.1.1 Thermal system insulation**

In a distributive manner, Robinson Noble collected a minimum of three samples from each homogeneous sampling area not presumed to contain asbestos. At least one bulk sample was collected from each homogeneous area of patched thermal systems insulation if the patch was less than 6 SF.

#### **3.1.1.2 Surfacing material**

In a distributive manner, Robinson Noble collected a minimum of three samples from each homogeneous area that was 1,000 SF or less. A minimum of five samples were collected from each homogeneous area that was greater than 1,000 SF but less than or equal to 5,000 SF. A minimum of seven samples were collected from each homogeneous area that was greater than 5,000 SF.

#### **3.1.1.3 Miscellaneous material**

In a distributive manner as deemed sufficient by the inspector, at least one sample was collected of each suspect miscellaneous material not presumed to contain asbestos.

#### **3.1.1.4 Non-suspect materials**

According to 40 CFR 763-86(4), sampling is not required where the accredited inspector has deemed the material to be one of the following materials: fiberglass, foam glass, rubber, wood, metal, or other recognized non-ACM.

### **3.1.2 Sample documentation**

A unique identification system was employed for asbestos samples collected during the survey that includes the type of sample and sample sequence number, as shown below:

ASB-001

Sample type (ASB=asbestos, Pb=lead)- sequential number
--

Samples were collected by carefully removing small portions of the suspect materials with a sharp knife or other hand tool suitable for the materials being sampled. Each sample was placed in a labeled plastic container immediately after collection. Sample containers were then placed in a large re-sealable plastic bag for transportation to the laboratory. Data pertinent to each sample (e.g. date, sample number, material description, and material category) was recorded on a field data sheet.

The material determination of friability was made by the inspector in the field. When a layered sample contained at least one friable layer, the entire composite sample was determined to be friable (see Section 4.1 for further detail).

### **3.1.3 Laboratory Analysis**

Asbestos bulk samples and chain-of-custody submittal sheets were delivered by Robinson Noble to EMC Laboratories (EMC), in Phoenix, Arizona for asbestos analysis. The laboratory participates in the National Voluntary Laboratory Accreditation Program for quality control procedures. As specified in 40 CFR Chapter (1-1-87 edition) Part 763, Subpart F, Appendix A, each sample was analyzed using polarized light microscopy with dispersion staining techniques, in accordance with EPA Method 600/R-93/116. The detection limit for this type of analysis is approximately one percent (by volume). Materials containing more than one percent asbestos are considered ACM. Laboratory analytical data reports and chain-of-custody forms are provided in Appendix C.

### **3.2 Lead Sampling Methodology**

Paint chip samples were obtained by carefully cutting and scraping the paint layers away from the substrate with a stainless steel knife blade. Approximately one square inch of paint was removed for each sample. Samples were then placed into two-ounce, puncture proof, polyethylene bags, and labeled with individual sample numbers. After each sample, the sampling blade was cleaned to reduce the possibility of cross-contamination. Samples were assigned a unique identifier, as described in Section 3.1.2. For lead paint chip samples, the letters "Pb" was placed before the sequence number (Eg. Pb-01). Lead sample locations are shown on Figure 3.

Paint chip samples were analyzed for percent of lead by weight by EMC using flame atomic absorption according to EPA Method 7000B. EMC participates in the National Environmental Laboratory Accreditation Program (NELAP) and employs American Industrial Hygiene Association (AIHA) quality control procedures. Laboratory analytical data reports and chain-of-custody forms are provided in Appendix C.

### **3.3 Fluorescent Light Ballasts, Mercury, and other Regulated Waste Methodology**

Verifying the presence or absence of PCBs in fluorescent lighting ballasts, either visually or by laboratory analysis, was beyond the scope of this survey. The survey did include quantifying potentially PCB-containing fluorescent light ballasts. We visually checked a representative amount of potentially PCB-containing fluorescent light ballasts. All ballasts should be assumed to contain PCBs until they can be individually checked and removed by the demolition contractor. A similar assumption applies to mercury potentially present within fluorescent lamps/fluorescent light fixtures and CFC-containing items. See Section 4.2 for further detail.

## **4.0 Results**

This section details the results of the asbestos, lead, and regulated materials assessment.

### **4.1 Asbestos Investigation**

Table 1 below summarizes the ACM identified at the site. Three homogeneous sample areas were identified as ACMs. Select photographs of the ACM can be found in the photo log in Appendix B. A summary of all bulk asbestos samples and results are presented in Appendix A, and includes the sample number, homogenous material description, material classification, analytical results, and quantity. Asbestos sample locations are shown on Figures 1 and 2.

Table 1. Summary of asbestos-containing materials

Homogenous Sample Description	Homogenous Sampling Area (quantity*)	% Asbestos	Estimated Quantity
Wall texture – paint (green, brown, peachy-tan, or gray) over white texture	Throughout interior walls of the house (~4,500 SF)	3-4	4,500 SF
Ceiling texture- lumpy texture, white paint over off-white texture	Located throughout the ceiling in bedroom 4 (~200 SF)	5	200 SF
Leveling compound- behind kitchen tile backsplash (white)	Located behind kitchen backsplash tiles and grout-on kitchen walls (~25 LF)	3	25 LF

LF- linear feet

SF- square feet

## 4.2 Lead-Containing Paint Investigation

The Washington State Department of Commerce defines lead-based paint as coatings with a concentration of lead greater than or equal to 0.5 percent by weight. However, the U.S. Department of Labor and DOSH require that the Washington State Construction Standards for Lead (WAC 296-155-176) be followed during “new construction, alteration, repair, or renovation of structures, substrates, or portions thereof that contain lead, or materials containing lead”. These standards consider *any* detectable concentration of lead to be a potential hazard during construction activities.

Robinson Noble collected two (2) paint chip samples from the subject building. Neither of the paint chip samples was identified to contain detectable levels of lead. The results of the paint chip analysis are included in Table 2.

Table 2. Results of Lead Paint Chip Analysis

Sample Number	Color	Component	Substrate	Location	Result (% in weight)
Pb-1	White	Exterior house trim	Wood	Exterior big bathroom window trim	BRL
Pb-2	Blue	Main exterior walls of house	Wood/hardboard siding	North exterior wall	BRL

BRL- below reporting limit

## 4.3 PCB ballasts, mercury, and other regulated wastes investigation

Table 3 summarizes the fluorescent light ballasts and light tubes and other regulated wastes present within the site.

Table 3. Universal Waste Inventory

Description	Assumed Regulated Waste	Quantity	Location
Fluorescent light tubes	Mercury and PCBs	18	Throughout the shed
Light ballasts	PCBs	9	Throughout the shed
Smoke detectors	Radioisotope	<10	Throughout the single-family residence
Refrigerator	CFCs	1	In the kitchen

CFCs-chlorofluorocarbons

PCBs- polychlorinated biphenyls

## 5.0 Conclusion and Recommendations

A copy of this report must be provided to any contractor bidding on and/or conducting work at the site. The contractor must also have a copy of this report during renovation, deconstruction, or demolition activities at the site.

### 5.1 Asbestos-containing materials

The following materials at the site were sampling and were confirmed to contain asbestos or assumed to contain asbestos

- Wall texture (white) located throughout all of the gypsum wallboard walls in the subject house.
- Leveling compound (off-white) behind kitchen backsplash tiles located on kitchen walls.
- Ceiling texture (off-white) located throughout ceiling in bedroom 4

According to AHERA, ACM is defined as any material or product that contains more than 1% asbestos.

A licensed asbestos-abatement contractor in accordance with WAC 296-62-077 and ORCAA Regulations must remove all asbestos-containing, asbestos-contaminated, and assumed ACM prior to disturbance.

The contractor should use caution when performing renovation, deconstruction, or demolition activities within the project areas, as concealed materials may be encountered during the project. ACM may be located between walls, above ceilings, in pipe chases, or other inaccessible areas.

If additional suspect building materials not identified specifically in this report as either ACM or non-ACM are identified during renovation, deconstruction, or demolition activities, they should be treated as asbestos containing until sampled by an AHERA Building Inspector and proven to not contain asbestos through laboratory analysis.

### 5.2 Lead-Containing Paint

DOSH considers any detectable concentration of lead to be a potential hazard during construction activities. Robinson Noble collected two samples for lead-containing paint- neither of which contains detectable concentration of lead.

Renovation, deconstruction, or demolition activities can potentially disturb paint coatings and potentially result in worker exposure to lead. Robinson Noble recommends that the contractor use precautions and follow all health and safety guidelines.

### **5.3 PCB Light Ballasts, Mercury, and Other Regulated Materials**

#### **5.3.1 PCB Light Ballasts**

The Washington State Dangerous Waste Regulations, WAC 173-303, designates that discarded transformers, capacitors, or bushings containing PCBs at concentrations of 2 parts per million or greater be treated as a PCB-containing material. Light ballasts fall under this regulation. Previous regulations dictated that any material with less than 50 parts per million PCBs could be labeled as a non-PCB-containing material. Because of this regulatory change, Robinson Noble recommends that *all* light ballasts be tracked, removed, handled, and disposed of in an appropriate manner. The ballasts with the “non-PCB” label (or something similar) shall be packaged for recycle by an approved recycling facility.

#### **5.3.2 Mercury**

Many fluorescent light tubes, compact fluorescent light bulbs, thermostats and switches contain mercury, which is harmful to the environment and human health, thus classifying the material as dangerous waste. The EPA and Washington State Department of Ecology have placed these materials in a special category of dangerous wastes known as universal waste. Some of the requirements included within the Universal Waste Rule for Dangerous Waste Lamps (WAC 173-303-573) include:

- Immediately place lamps showing evidence of leakage, damage, etc. in a container following removal.
- Containerize in closed, structurally sound, compatible containers.
- Cardboard containers may be used for inside storage only.
- Labeling container required: “Waste Lamps”, or “Universal Waste Lamps”.
- Track the length of time since waste lamp generation. Acceptable methods of proof include dates on label, inventory system, etc.
- Respond immediately to potential releases. If determined to be a release, contain and determine if it designates as a dangerous waste. If so, manage the release as specified in WAC 173-303.
- Disposal of universal waste as general or construction debris is not permitted.
- The crushing of fluorescent light tubes on-site is not allowed. In addition, measures should be taken to prevent breakage of fluorescent light tubes while the light tubes are in transit to their destination.
- Provide training to employees on the property handling and emergency procedures of universal waste lamps.
- Track shipments of universal waste lamps with records (invoice, manifest, etc.) kept for a minimum of three years.

#### **5.3.3 Other Regulated Materials**

##### **5.3.3.1 Chlorofluorocarbons**

Installed items containing CFCs, such as refrigerators, should be removed from the site structure prior to deconstruction or demolition. Items containing CFCs cannot be disposed of as solid waste. Robinson Noble recommends recycling CFC-containing items at an approved facility

to help ensure that CFCs and other refrigerants are properly removed from the item prior to disposal. Refrigerants should be reclaimed and recycled by a qualified CFC reclamation contractor prior to disturbance if they will be affected by renovation, deconstruction or demolition activities.

#### **5.3.3.3. Radioactive Sources (Smoke Detectors)**

Smoke detectors generally fall within two categories: photoelectric and ionization. Ionization smoke detectors generally contain a small amount of Americium 241, a radioactive isotope. When dismantled or destroyed, the radioactive material can become exposed. Robinson Noble recommends that smoke detectors be collected from the site structure prior to renovation, deconstruction or demolition, and properly disposed of. Some state and local laws and regulations prohibit the disposal of ionization smoke detectors in the municipal waste stream. It is recommended that smoke detectors containing radioactive material be returned to the manufacturer for disposal.

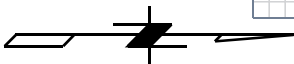
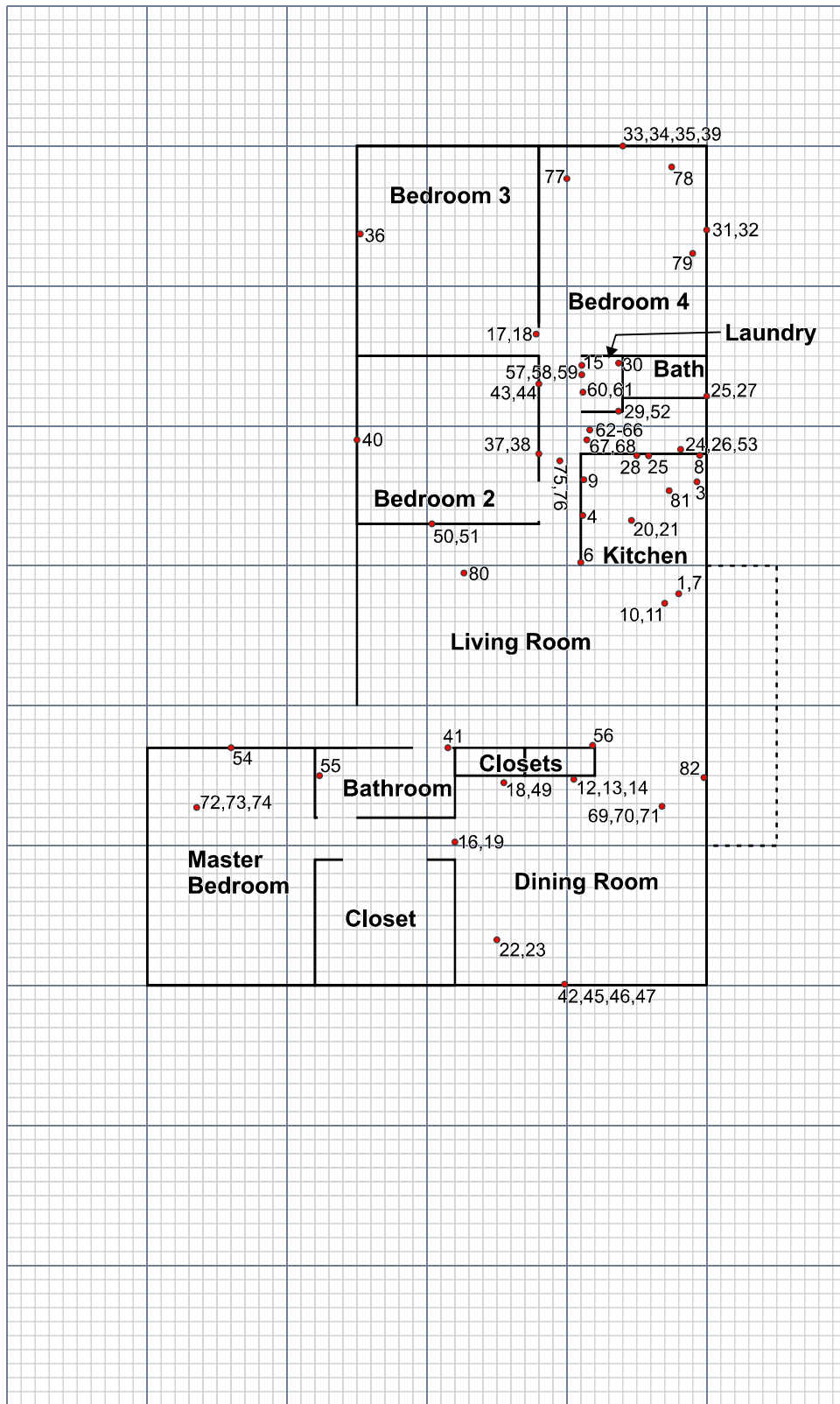
## **6.0 Closing**

Thank you for allowing us the opportunity to be of service to you. If you have any questions or concerns regarding the project, please contact us at (253) 475-7711 or by email at [kthomas@robinson-noble.com](mailto:kthomas@robinson-noble.com).

Respectfully submitted,  
**Robinson Noble, Inc.**



Kari Thomas  
Senior Project Geologist LG, RG  
AHERA Building Inspector # 179987



Grid squares = 1 ft.

### Legend

● Asbestos Sample Location



Note:

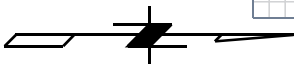
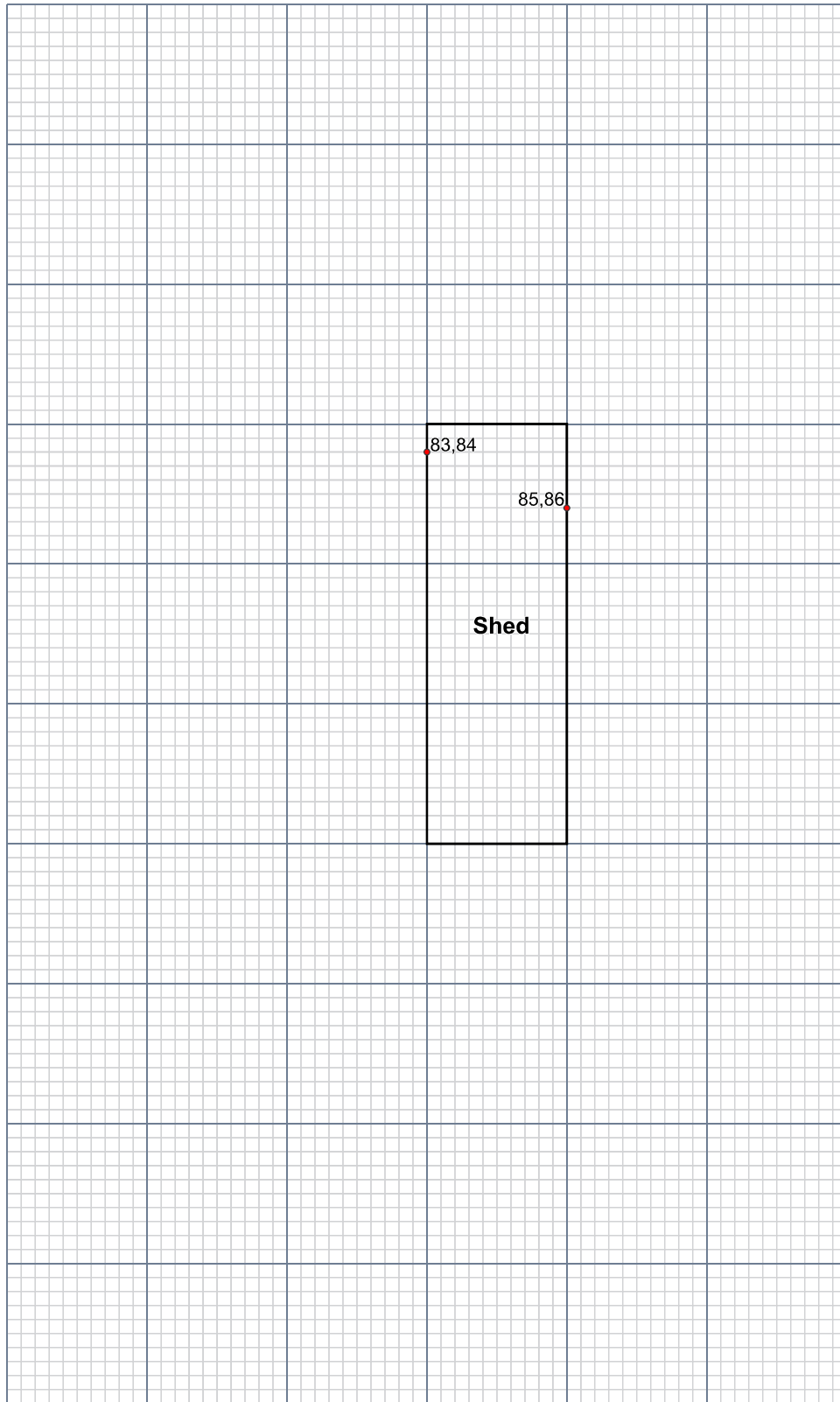
PM: KAT  
December 2021  
1518-010B

Thurston County  
T 18 N/R 01 W - 29  
Grid Square = 1'

Figure 1

## House Asbestos Sample Locations

City of Lacey: MurraySmith Pre-Demolition Building Survey



Grid squares = 1 ft.

### Legend

● Asbestos Sample Location



Note:

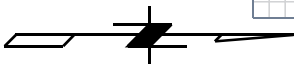
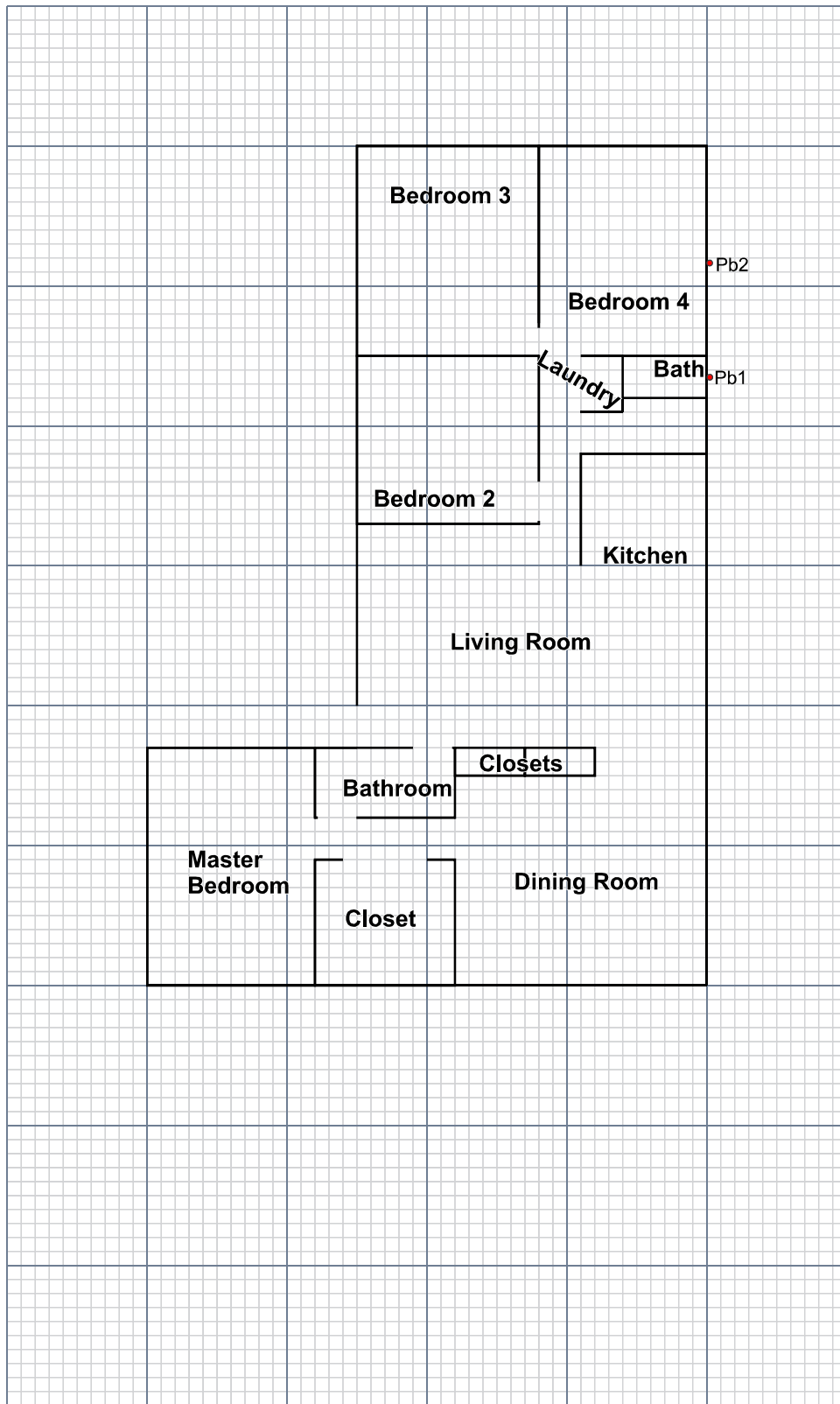
PM: KAT  
December 2021  
1518-010B

Thurston County  
T 18 N/R 01 W - 29  
Grid Square = 1'

Figure 2

## Shed Asbestos Sample Locations

City of Lacey: MurraySmith Pre-Demolition Building Survey



Grid squares = 1 ft.

### Legend

● Lead Paint Chip Sample Location



Note:

PM: KAT  
December 2021  
1518-010B

Thurston County  
T 18 N/R 01 W - 29  
Grid Square = 1'

Figure 3  
**House Lead Paint Sample Locations**

City of Lacey: MurraySmith Pre-Demolition Building Survey

## APPENDIX A

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## Appendix A

Table 1. Bulk Asbestos Sampling and Analysis

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
ASB-001	<b>Wall texture</b> 1. Green, brown, peachy-tan, or gray paint 2. <b>White texture</b>	<b>Surf</b>	<b>F</b>	<b>Kitchen Wall</b>	<b>Throughout all walls in the house (~4,500 SF)</b>	
ASB-002						ND
<b>ASB-003</b>				<b>Kitchen wall</b>		ND
<b>ASB-032</b>				<b>Bedroom 4 wall</b>		<b>3</b>
<b>ASB-036</b>				<b>Bedroom 3 wall</b>		<b>3</b>
<b>ASB-037</b>				<b>Bedroom 2 wall</b>		<b>2</b>
<b>ASB-039</b>				<b>Bedroom 4 wall</b>		<b>3</b>
<b>ASB-040</b>				<b>Bedroom 2 wall</b>		<b>3</b>
ASB-026				Big bathroom wall		<b>4</b>
ASB-052				Big bathroom wall		ND
ASB-053				Big bathroom wall		ND
ASB-041				Living room		ND
ASB-042				Dining room		ND
<b>ASB-043</b>				<b>Hallway</b>		ND
<b>ASB-044</b>				<b>Hallway</b>		<b>3</b>
ASB-048				By water heater closet		<b>3</b>
ASB-050				Living room		ND
<b>ASB-054</b>				<b>Master bedroom</b>		<b>ND</b>
<b>ASB-004</b>	<b>Gypsum Wallboard</b>	<b>Misc.</b>	<b>F</b>	<b>Kitchen Wall</b>	<b>Wallboard locat-</b>	<b>2</b>

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
ASB-005	1. White paint <b>2. texture</b> 3. wallboard (sheetrock) 4. brown paper			Kitchen wall	<b>ed throughout kitchen, wall texture located throughout the house</b>	ND
ASB-006	Joint Compound 1. green/gray paint 2. white joint compound	Misc.	F	Corner of wall in kitchen	Seems in gypsum wallboard sheets throughout house	ND
ASB-056				Living room wall		ND
<b>ASB-007</b>	<b>Backsplash Tile, Grout, and leveling compound</b> 1. White tile 2. Light gray grout <b>3. Off-white leveling compound</b>	Misc.	F	<b>Kitchen back-splash East wall</b>	<b>Located above kitchen counter (~25LF)</b>	<b>3</b>
<b>ASB-008</b>				<b>Kitchen back-splash West wall</b>		<b>3</b>
<b>ASB-009</b>				<b>Kitchen back-splash South wall</b>		<b>3</b>
ASB-010	Laminate Flooring (wood pattern) 1. Laminate (wood pattern) 2. Brown backing	Misc.	F	Kitchen floor	Throughout flooring in the house (except bathrooms and laundry room)	ND
ASB-012				Dining room floor		ND
ASB-011	Floor sound dampening (Pergo) 1. Gold foil 2. White foam	Misc.	F	Kitchen floor	Beneath laminate flooring throughout flooring in the house	ND
ASB-013				Dining room floor		ND
ASB-014	Floor trim glue 1. Yellow, flexible glue	Misc.	NF	Furnace closet	Under floor trim at room entrances	ND
ASB-016				Hallway to master bedroom		ND

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
ASB-015	Floor trim glue dots 1. Clear, gummy glue	Misc.	NF	Laundry room	Under floor trim at room entrances	ND
ASB-018				Bedroom 3 entry		ND
ASB-017	Glue under floor trim 1. Yellow, hard, looks liquidy	Misc.	NF	Bedroom 3 entry	Beneath floor trim at room entrances	ND
ASB-019				Hallway to master bedroom		ND
ASB-020	3-Tab roofing 1. Black asphaltic tile 2. Black tar 3. Black paper	Misc.	F	Roof of house near north side	Throughout the roof of the house	ND (all layers)
ASB-022				Roof of house near east side		ND (all layers)
ASB-021	Roofing paper 1. Black roofing paper	Misc.	F	Beneath roofing tiles north side of roof	Throughout the roof of the house	ND
ASB-023				Beneath roofing tiles east side of roof		ND
ASB-024	Gypsum Wallboard system 1. Peachy-tan paint 2. Off-white texture 3. Brown paper 4. Light pink wallboard (sheetrock) 5. Brown paper	Misc.	F	Big bathroom wall	Throughout walls in laundry room, big bathroom, furnace closet	ND (all layers)
ASB-028				Big bathroom wall		ND (all layers)
ASB-030				Laundry room wall		ND (all layers)
ASB-049				furnace closet		ND (all layers)
ASB-025	Wall insulation	TSI	F	Big bathroom	Throughout exterior	ND (both

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
	1. Silver foil with tar backing 2. Black insulation				or walls	layers)
ASB-035				Bedroom 4		ND (both layers)
ASB-045				Dining room		ND (both layers)
ASB-027	Vapor barrier 1. Brown paper 2. Black tar 3. Brown paper	Misc.	F	Big bathroom	Throughout wall cavities in exterior walls	ND (all layers)
ASB-033				Bedroom 4		ND (all layers)
ASB-047				Dining room		ND (all layers)
ASB-029	Gypsum wallboard system 1. Peachy tan paint 2. Off-white wall texture 3. Brown paper 4. White wallboard (sheetrock) 5. Brown paper	Misc.	F	West wall of big bathroom	West wall of big bathroom	ND (both layers)
<b>ASB-031</b>	Gypsum wallboard system 1. Brown paint <b>2. Off-white texture</b> 3. Brown paper 4. Thin white wallboard (sheetrock) 5. Brown paper	<b>Misc.</b>	<b>F</b>	<b>Bedroom 4 walls</b>	<b>Wall texture layer throughout walls</b>	<b>2</b>
<b>ASB-038</b>				<b>Bedroom 2 walls</b>		<b>3</b>
ASB-034	Vapor barrier paper 1. Flaky brown paper	Misc.	F	Wall cavity bedroom 4	Throughout wall cavities in exterior walls	ND
ASB-046				Wall cavity dining room		ND

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
ASB-051	Gypsum wallboard system 1. Gray paint 2. Off-white wall texture (thick) 3. Brown paper 4. White wallboard (sheetrock) 5. Brown paper	Misc.	F	Living room		ND (all layers)
ASB-055				Small bathroom		ND (all layers)
ASB-057	Cement board (off-white)	Misc.	F	Laundry room floor	Located under finished flooring in laundry room and big bathroom	ND (all layers)
ASB-067				Big bathroom floor		
ASB-068				Big bathroom floor		
ASB-058	Vinyl Floor Tile 1. Blue and gray vinyl floor tile 2. Black backing, sticky	Misc.	F	Laundry room	Throughout laundry room flooring	ND (both layers)
ASB-059						ND (both layers)
ASB-060	Vinyl Floor Tile 1. Tan vinyl floor tile 2. Clear glue	Misc.	F	Laundry room	Throughout laundry room floor	ND (all layers)
ASB-061						ND (all layers)
ASB-062	Ceramic floor tiles 1. Gray tile 2. Gray mortar	Misc.	F	Located in big bathroom	Located throughout big bathroom	ND (both layers)
ASB-063						
ASB-064	Tile grout, hard, porous (gray)	Misc.	F	Located in big bathroom	Throughout flooring in big bathroom	ND (both layers)
ASB-065						
ASB-066						
ASB-069	Gypsum Wallboard system (ceiling) 1. White paint	Misc.	F	Dining room ceiling	Throughout ceilings (except bedrooms)	ND (all layers)

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
ASB-072	2. Off-white texture 3. Paper 4. Gypsum wallboard (sheetrock)			Master bedroom ceiling	room 4)	
ASB-070	Ceiling insulation (black, fibrous)	TSI	F	Dining room ceiling	Throughout all ceilings cavities	ND
ASB-074				Master bedroom ceiling		
ASB-076				Hallway ceiling		
ASB-071	Ceiling texture (flat texture) 1. White paint 2. Off-white texture	Surf.	F	Located on dining room ceiling	Located throughout ceilings (except for bedroom 4 ceiling)	ND (both layers)
ASB-073				Master bedroom ceiling		
ASB-075				Hallway ceiling		
ASB-080				Living room ceiling		
ASB-081				Kitchen ceiling		
<b>ASB-077</b>	<b>Ceiling texture (lumpy texture)</b> <b>1. White paint</b> <b>2. Off-white texture</b>	<b>Surf.</b>	<b>F</b>	<b>Bedroom 4 ceiling</b>	<b>Located throughout the ceiling in bedroom 4 (~200 SF)</b>	<b>5</b>
<b>ASB-078</b>						<b>5</b>
ASB-079						ND
ASB-082	Wood house siding 1. Blue paint 2. Compressed wood	Misc.	F	Located on exterior of the house near the glass door	Located throughout the exterior walls of the house	ND
ASB-083	3-Tab roofing 1. Black asphaltic tile 2. Black tar 3. Black paper	Misc.	F	South side of shed roof	Throughout roofing of shed building	ND (all layers)
ASB-085				North side of shed roof		ND (all layers)
ASB-084	Roofing paper (black)	Misc.	F	Located on south	Located through-	ND

Sample Number	Description with layer numbers (for layered materials)	Category	Friable/ Nonfriable	Location	Homogenous sampling area (quantity*)	% Asbestos
				side of shed roof	out roofing of shed building	
ASB-086				Located on north side of shed roof		ND
ASB-087	Window frame sealant (white, gummy)	Misc.	NF	Located on exterior of big bathroom window frame	Located throughout exterior of window frames	ND

F-Friable NF-Nonfriable ND- Nondetect

\*- Quantity only indicated for asbestos materials and only includes the approximate project work area size. Actual quantities should be verified by the abatement contractor

**Bold-** denotes building materials that contain asbestos

## APPENDIX B

---

Site photographs for 4406 26<sup>th</sup> Avenue SE Lacey, WA



Subject house, view facing southeast



Subject house, view facing north



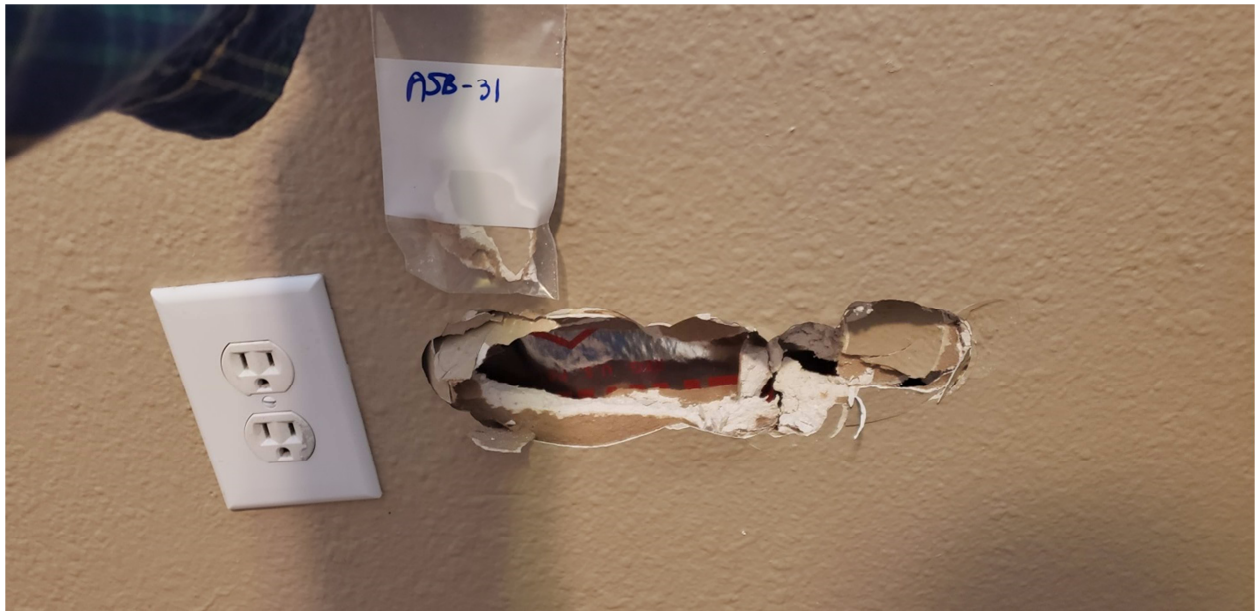
Wall texture on kitchen walls, **3% chrysotile**



Gypsum wallboard with texture, **2% chrysotile**



Kitchen backsplash tile with ground and **leveling compound, 3% chrysotile**



Wall texture bedroom 4, **2% chrysotile**



Wall texture in hallway, **3% chrysotile**

Wall texture in master bedroom, **3% chrysotile**

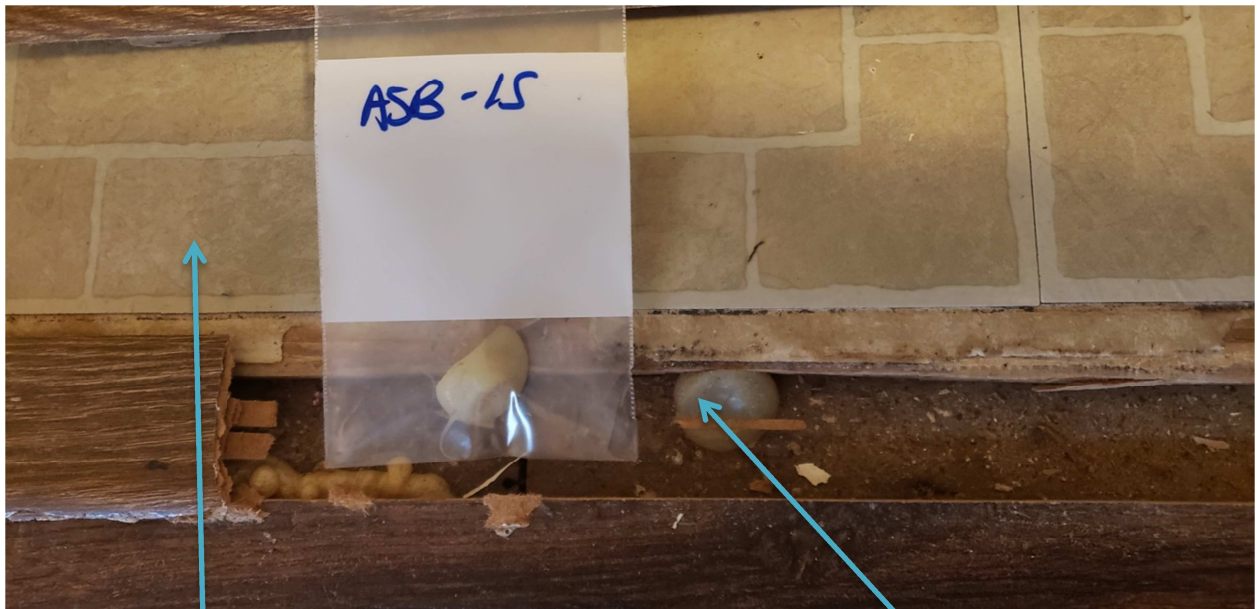


Ceiling texture in bedroom 4, **5% chrysotile**



ASB-010- Laminate flooring (wood pattern)- Non-detect

ASB-011-Floor sound dampening (pergo)- Non-detect



ASB-058 & ASB-059-Vinyl floor tile (blue and gray) and black sticky backing-Non-detect

ASB-015- Floor trim glue dots- Non-detect



ASB-017-glue under floor trim, hard, yellow-Non-Detect



ASB-021- Roofing paper-Non-detect

ASB-020- 3-tab roofing- Non-detect



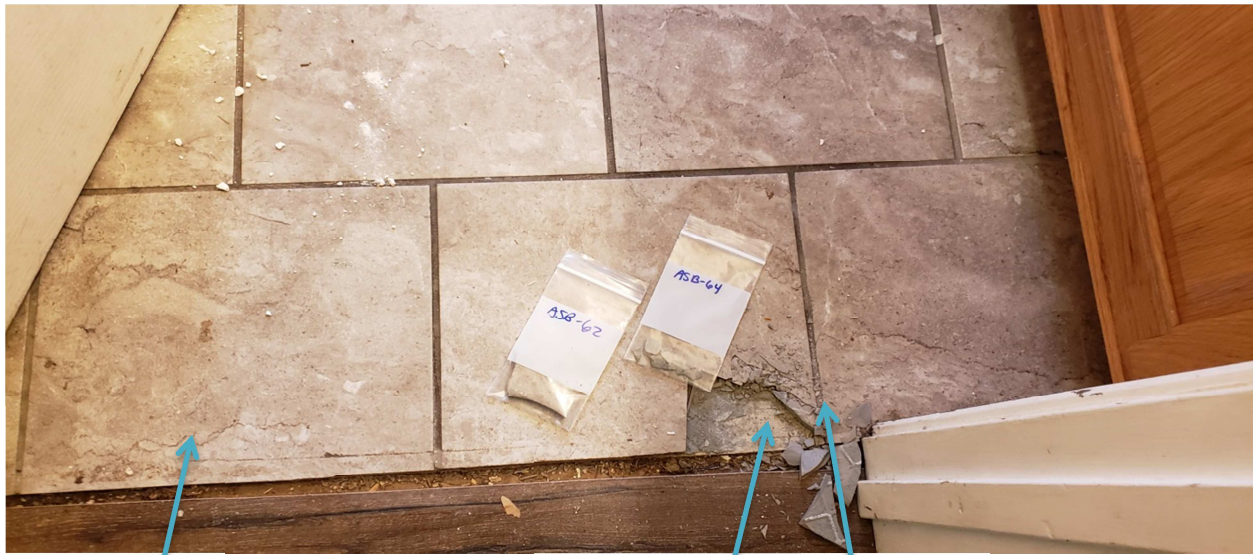
ASB-025-wall insulation (foil with black insulation- Non-detect



ASB-060 and ASB-061-Vinyl floor  
tile (tan) and glue (clear)- Non-  
detect



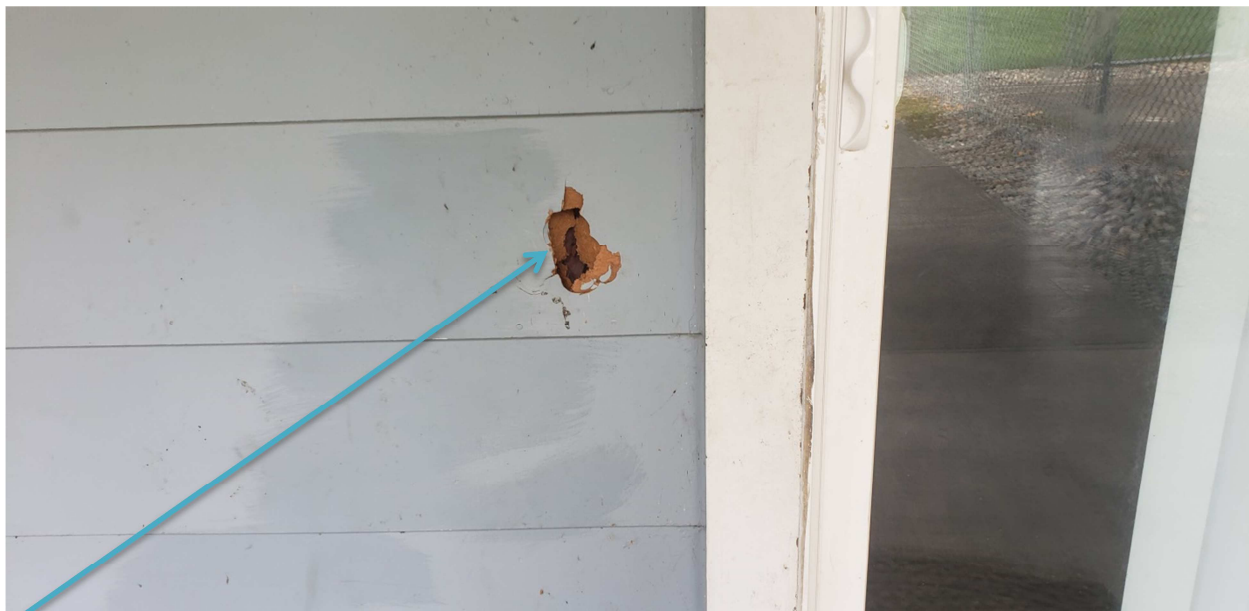
ASB-069- Gypsum wallboard ceiling with smooth texture – Non-Detect  
ASB-070- Ceiling insulation (black)- Non-detect



ASB-062- gray ceramic tile- Non-detect

ASB-068-Cement board (off-white)- Non-detect

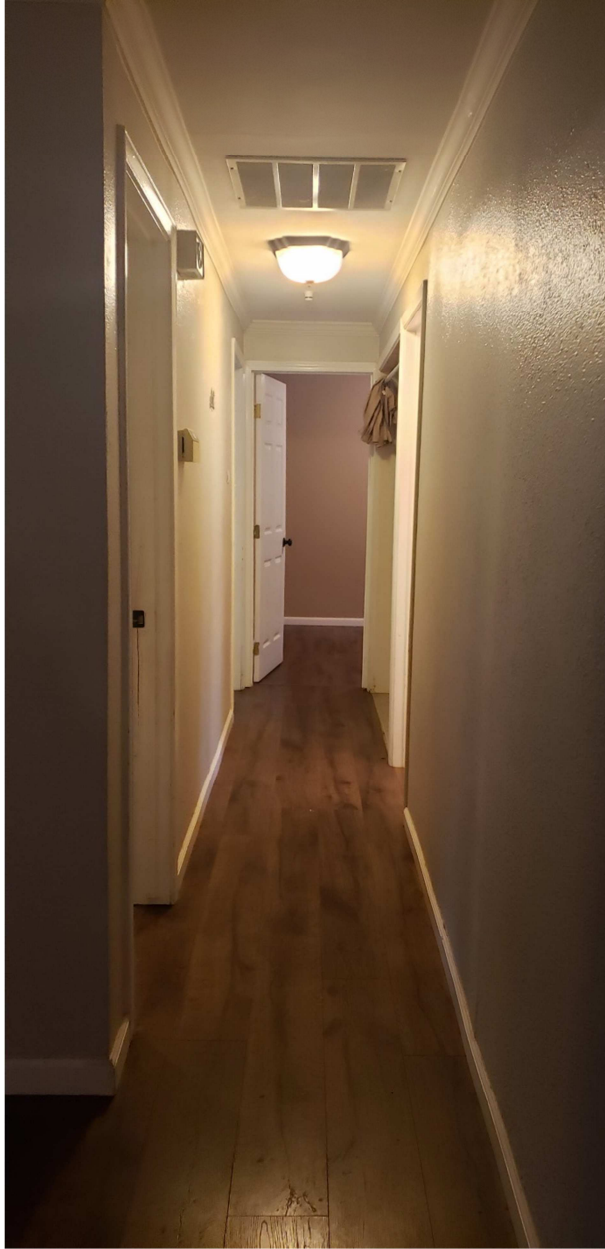
ASB-064- gray tile grout- Non-detect



ASB-082-Wood house siding-Non-Detect



Subject Kitchen and Dining Room



Hallway with Bedroom 4 at the end



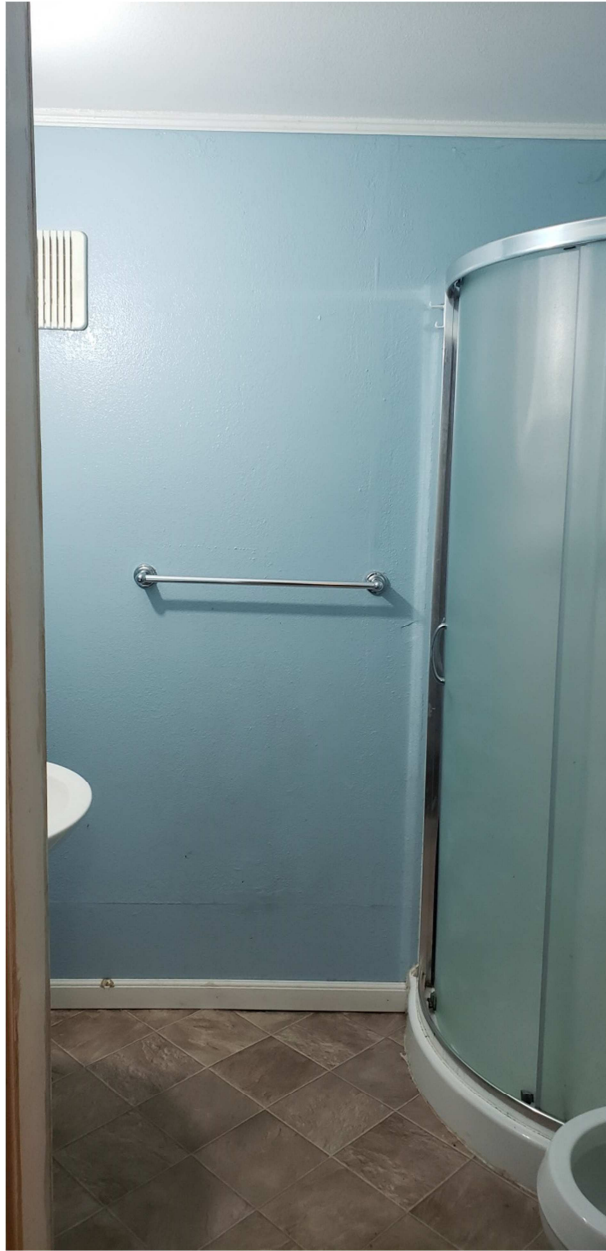
Big bathroom



Bedroom 4



Living room



Small bathroom



Master bedroom



Shed



Interior of shed

## APPENDIX C

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# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0262749**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ROBINSON & NOBLE	Job# / P.O. #:	1518-010B
Address:	2105 SOUTH C ST.	Date Received:	10/20/2021
	TACOMA, WA 98402	Date Analyzed:	11/03/2021
Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-001 ASB-001		Textured Paint, Off White/ Lt. Green	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-002 ASB-002		Textured Paint, Off White/ Lt. Green	No	None Detected	Carbonates Perlite Quartz Binder/Filler 100%
0262749-003 ASB-003		Textured Paint, Off White/ Lt. Green	Yes	Chrysotile 3%	Carbonates Mica Quartz Perlite Binder/Filler 97%
0262749-004 ASB-004		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%
		LAYER 2 Joint Compound, Off White	Yes	Chrysotile 2%	Cellulose Fiber <1% Carbonates Mica Quartz Binder/Filler 97%
0262749-005 ASB-005		Wallboard, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%

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**0262749**

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Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-006 ASB-006		Joint Compound, Off White	No	None Detected	Carbonates Gypsum Quartz Perlite Binder/Filler 100%
0262749-007 ASB-007		LAYER 1 Tile, White	No	None Detected	Gypsum Quartz Binder/Filler 100%
		LAYER 2 Grout, Lt. Gray	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 3 Leveling Compound, Beige	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler 97%
0262749-008 ASB-008		LAYER 1 Tile, White	No	None Detected	Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Grout, Lt. Gray	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 3 Leveling Compound, Beige	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler 97%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0262749-009 ASB-009		LAYER 1 Tile, White	No	None Detected	Gypsum Quartz Carbonates Binder/Filler	100%
		LAYER 2 Mastic, Lt. Gray	No	None Detected	Carbonates Quartz Binder/Filler	100%
		LAYER 3 Leveling Compound, Beige	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler	97%
0262749-010 ASB-010		LAYER 1 Flooring, Dk. Brown/ Brown	No	None Detected	Cellulose Fiber Gypsum Binder/Filler	80% 20%
		LAYER 2 Flooring, Brown	No	None Detected	Cellulose Fiber Gypsum Binder/Filler	80% 20%
0262749-011 ASB-011		Floor Foam, Beige/ White/ Silver	No	None Detected	Foam	100%
0262749-012 ASB-012		LAYER 1 Flooring, Dk. Brown/ Brown	No	None Detected	Cellulose Fiber Gypsum Quartz Binder/Filler	80% 20% 20%
		LAYER 2 Flooring, Brown	No	None Detected	Cellulose Fiber Gypsum Binder/Filler	80% 20%

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		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-013 ASB-013		Floor Foam, Beige/ White/ Silver	No	None Detected	Foam 100%
0262749-014 ASB-014		Glue, Yellow	No	None Detected	Carbonates Gypsum Binder/Filler 100%
0262749-015 ASB-015		Glue, Yellow/ Clear	No	None Detected	Silicone 100%
0262749-016 ASB-016		Glue, Yellow	No	None Detected	Gypsum Quartz Binder/Filler 100%
0262749-017 ASB-017		Glue, Yellow/ Clear	No	None Detected	Silicone 100%
0262749-018 ASB-018		Glue, Yellow/ Clear	No	None Detected	Silicone 100%
0262749-019 ASB-019		Glue, Yellow/ Clear	No	None Detected	Silicone 100%
0262749-020 ASB-020		LAYER 1 Roofing, Gray/ Black	No	None Detected	Fibrous Glass 15% Carbonates Quartz Binder/Filler 85%
		LAYER 2 Roofing, Gray/ Beige/ Black	No	None Detected	Fibrous Glass 15% Carbonates Quartz Binder/Filler 85%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-021 ASB-021		Roofing Paper, Black	No	None Detected	Cellulose Fiber 60%
					Gypsum Binder/Filler 40%
0262749-022 ASB-022		LAYER 1	No	None Detected	Fibrous Glass 15%
		Roofing, Gray/ Black			Carbonates Quartz Binder/Filler 85%
		LAYER 2	No	None Detected	Fibrous Glass 15%
		Roofing, Gray/ Beige/ Black			Carbonates Quartz Binder/Filler 85%
0262749-023 ASB-023		Roofing Paper, Black	No	None Detected	Cellulose Fiber 60%
					Gypsum Binder/Filler 40%
0262749-024 ASB-024		LAYER 1	No	None Detected	Cellulose Fiber 12%
		Wallboard, White/ Brown			Gypsum Carbonates Quartz Mica 88%
		LAYER 2	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
		Texture, Off White/ Pink			

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	TACOMA, WA 98402	Date Analyzed:	11/03/2021
Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0262749-025 ASB-025		LAYER 1 Insulation, Black	No	None Detected	Fibrous Glass	100%
		LAYER 2 Insulation, Black/ Brown/ Silver	No	None Detected	Cellulose Fiber Fibrous Glass Aluminum Gypsum Binder/Filler	40% 15%  45%
0262749-026 ASB-026		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber Carbonates	98% 2%
		LAYER 2 Wall Texture, Off White	No	None Detected	Carbonates Perlite Quartz Binder/Filler	   100%
0262749-027 ASB-027		Vapor Barrier, Black/ Brown	No	None Detected	Cellulose Fiber Fibrous Glass Gypsum Binder/Filler	40% 5%  55%
0262749-028 ASB-028		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12%   88%
		LAYER 2 Texture, Off White/ Pink	No	None Detected	Cellulose Fiber Carbonates Mica Quartz Perlite Binder/Filler	<1%   99%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0262749-029 ASB-029		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12%    88%
		LAYER 2 Texture, Off White	No	None Detected	Carbonates Perlite Quartz Binder/Filler	   100%
0262749-030 ASB-030		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12%    88%
		LAYER 2 Texture/ Paint, Pink	No	None Detected	Carbonates Quartz Binder/Filler	  100%
0262749-031 ASB-031		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12%    88%
		LAYER 2 Texture, Off White	Yes	Chrysotile 2%	Cellulose Fiber Carbonates Mica Quartz Perlite Binder/Filler	<1%    97%

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	TACOMA, WA 98402	Date Analyzed:	11/03/2021
Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-032 ASB-032		Wall Texture, Off White	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler 97%
0262749-033 ASB-033		Vapor Barrier, Black/ Brown	No	None Detected	Cellulose Fiber 65% Gypsum Binder/Filler 35%
0262749-034 ASB-034		Paper, Brown	No	None Detected	Cellulose Fiber 95% Gypsum Binder/Filler 5%
0262749-035 ASB-035		LAYER 1 Insulation, Black	No	None Detected	Fibrous Glass 100%
		LAYER 2 Insulation, Black/ Brown/ Silver	No	None Detected	Cellulose Fiber 45% Fibrous Glass 10% Aluminum Gypsum Binder/Filler 45%
0262749-036 ASB-036		LAYER 1 Tape, Lt. Brown	No	None Detected	Cellulose Fiber 100%
		LAYER 2 Texture, Off White	Yes	Chrysotile 2%	Carbonates Mica Quartz Perlite Binder/Filler 98%

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Laboratory Report

**0262749**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

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	TACOMA, WA 98402	Date Analyzed:	11/03/2021
Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)		Non-Asbestos Constituents	
0262749-037 ASB-037		LAYER 1 Tape, Lt. Brown	No	None Detected		Cellulose Fiber	100%
		LAYER 2 Texture, Off White	Yes	Chrysotile	3%	Cellulose Fiber Carbonates Mica Quartz Perlite Binder/Filler	<1%     96%
0262749-038 ASB-038		LAYER 1 Wallboard, White/ Brown	No	None Detected		Cellulose Fiber Gypsum Carbonates Quartz Mica	12%    88%
		LAYER 2 Texture, Off White	Yes	Chrysotile	3%	Carbonates Mica Quartz Binder/Filler	   97%
0262749-039 ASB-039		Texture, Off White/ Brown	Yes	Chrysotile	3%	Carbonates Mica Quartz Binder/Filler	   97%
0262749-040 ASB-040		LAYER 1 Tape, Lt. Brown	No	None Detected		Cellulose Fiber Carbonates	98% 2%
		LAYER 2 Texture, Off White/ Brown	Yes	Chrysotile	4%	Cellulose Fiber Carbonates Mica Quartz Binder/Filler	<1%    95%

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Laboratory Report  
**0262749**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	ROBINSON & NOBLE	Job# / P.O. #:	1518-010B
Address:	2105 SOUTH C ST.	Date Received:	10/20/2021
	TACOMA, WA 98402	Date Analyzed:	11/03/2021
Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-041 ASB-041		LAYER 1 Tape, Lt. Brown	No	None Detected	Cellulose Fiber 98% Carbonates 2%
		LAYER 2 Texture, Off White/ Gray	No	None Detected	Carbonates Mica Quartz Binder/Filler 100%
0262749-042 ASB-042		Texture, Off White/ Gray	No	None Detected	Carbonates Mica Quartz Binder/Filler 100%
0262749-043 ASB-043		LAYER 1 Tape, Lt. Brown	No	None Detected	Cellulose Fiber 100%
		LAYER 2 Texture, Off White/ Gray	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler 97%
0262749-044 ASB-044		LAYER 1 Tape, Lt. Brown	No	None Detected	Cellulose Fiber 100%
		LAYER 2 Texture, Off White	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler 97%

# EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0262749**

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NVLAP#101926-0

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Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0262749-045 ASB-045		LAYER 1 Insulation, Black	No	None Detected	Fibrous Glass	100%
		LAYER 2 Insulation, Black/ Brown/ Silver	No	None Detected	Cellulose Fiber Fibrous Glass Aluminum Gypsum Binder/Filler	20% 10%  70%
0262749-046 ASB-046		Paper, Brown	No	None Detected	Cellulose Fiber Gypsum Binder/Filler	98%  2%
0262749-047 ASB-047		Vapor Barrier, Black/ Brown	No	None Detected	Cellulose Fiber Fibrous Glass Gypsum Binder/Filler	60% 5%  35%
0262749-048 ASB-048		Texture, Off White/ Gray	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler	    100%
0262749-049 ASB-049		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Quartz Mica	12%    88%
		LAYER 2 Texture, Off White/ Pink	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler	    100%

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**0262749**

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Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-050 ASB-050		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber 98% Carbonates 2%
		LAYER 2 Texture, Off White/ Gray	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-051 ASB-051		LAYER 1 GWB, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%
		LAYER 2 Wall Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-052 ASB-052		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber 100%
		LAYER 2 Wall Texture, Off White/Peach	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%

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**0262749**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-053 ASB-053		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber 98% Carbonates 2%
		LAYER 2 Wall Texture, Off White/Peach	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-054 ASB-054		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber 100%
		LAYER 2 Wall Texture, Off White/ Blue	Yes	Chrysotile 3%	Carbonates Mica Quartz Binder/Filler 97%
0262749-055 ASB-055		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%
		LAYER 2 Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-056 ASB-056		Joint Compound, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-057 ASB-057		LAYER 1 Flooring/Backing, Gray	No	None Detected	Cellulose Fiber 60% Fibrous Glass 15% Carbonates Gypsum Quartz Diatoms Binder/Filler 25%
		LAYER 2 Mastic, Yellow	No	None Detected	Cellulose Fiber 1% Fibrous Glass <1% Carbonates Gypsum Quartz Diatoms Binder/Filler 98%
0262749-058 ASB-058		LAYER 1 Vinyl Flooring, Blue/ Gray/ Black	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear	No	None Detected	Cellulose Fiber 4% Synthetic Fiber <1% Carbonates Gypsum Quartz Binder/Filler 95%
0262749-059 ASB-059		LAYER 1 Vinyl Flooring, Blue/ Gray/ Black	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear	No	None Detected	Cellulose Fiber 3% Synthetic Fiber 1% Carbonates Gypsum Quartz Binder/Filler 96%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-060 ASB-060		LAYER 1 Vinyl Flooring, Tan/ White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear	No	None Detected	Cellulose Fiber 3% Carbonates Gypsum Quartz Binder/Filler 97%
0262749-061 ASB-061		LAYER 1 Vinyl Flooring, Tan/ White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear	No	None Detected	Cellulose Fiber 1% Carbonates Gypsum Quartz Binder/Filler 99%
0262749-062 ASB-062		LAYER 1 Floor Tile, Gray	No	None Detected	Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mortar, Gray	No	None Detected	Quartz Gypsum Carbonates Mica Binder/Filler 100%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-063 ASB-063		LAYER 1 Floor Tile, Gray	No	None Detected	Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mortar, Gray	No	None Detected	Cellulose Fiber <1% Quartz Gypsum Carbonates Mica Binder/Filler 99%
0262749-064 ASB-064		Tile Grout, Gray	No	None Detected	Quartz Gypsum Carbonates Mica Binder/Filler 100%
0262749-065 ASB-065		Tile Grout, Gray	No	None Detected	Cellulose Fiber <1% Quartz Gypsum Carbonates Mica Binder/Filler 99%
0262749-066 ASB-066		Tile Grout, Gray	No	None Detected	Cellulose Fiber <1% Quartz Gypsum Carbonates Mica Binder/Filler 99%
0262749-067 ASB-067		Cement Board, Gray	No	None Detected	Cellulose Fiber 30% Gypsum Quartz Carbonates Binder/Filler 70%

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## Bulk Asbestos Analysis by Polarized Light Microscopy

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Address:	2105 SOUTH C ST.	Date Received:	10/20/2021
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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-068 ASB-068		Cement Board, Gray	No	None Detected	Cellulose Fiber 30% Gypsum Quartz Carbonates Binder/Filler 70%
0262749-069 ASB-069		LAYER 1 Wallboard, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%
		LAYER 2 Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-070 ASB-070		Insulation, Black	No	None Detected	Fibrous Glass 100%
0262749-071 ASB-071		LAYER 1 Ceiling Drywall, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%
		LAYER 2 Ceiling Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%

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	TACOMA, WA 98402	Date Analyzed:	11/03/2021
Collected:	10/18/2021	Date Reported:	11/03/2021
Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0262749-072 ASB-072		LAYER 1 Ceiling Wallboard, White/ Brown	No	None Detected	Cellulose Fiber	12%
					Gypsum Carbonates Quartz Mica	88%
		LAYER 2 Texture/ Paint, White	No	None Detected	Carbonates Perlite Quartz Binder/Filler	100%
0262749-073 ASB-073		LAYER 1 Ceiling Wallboard, White/ Brown	No	None Detected	Cellulose Fiber	12%
					Gypsum Carbonates Quartz Mica	88%
		LAYER 2 Texture/ Paint, White	No	None Detected	Carbonates Perlite Quartz Binder/Filler	100%
0262749-074 ASB-074		Insulation, Black	No	None Detected	Fibrous Glass	98%
					Carbonates	2%
0262749-075 ASB-075		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber	95%
					Fibrous Glass	2%
		LAYER 2 Ceiling Texture, Off White	No	None Detected	Carbonates	3%
					Carbonates Mica Quartz Perlite Binder/Filler	100%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-076 ASB-076		Ceiling Insulation, Black	No	None Detected	Fibrous Glass 98% Carbonates 2%
0262749-077 ASB-077		Ceiling Texture, Off White	Yes	Chrysotile 5%	Carbonates Mica Quartz Binder/Filler 95%
0262749-078 ASB-078		Ceiling Texture, Off White	Yes	Chrysotile 5%	Carbonates Mica Quartz Binder/Filler 95%
0262749-079 ASB-079		LAYER 1 Ceiling Drywall, White/ Brown	No	None Detected	Cellulose Fiber 12% Gypsum Carbonates Quartz Mica 88%
		LAYER 2 Ceiling Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-080 ASB-080		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber 98% Carbonates 2%
		LAYER 2 Ceiling Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%

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Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-081 ASB-081		LAYER 1 Tape, Brown	No	None Detected	Cellulose Fiber 98% Carbonates 2%
		LAYER 2 Ceiling Texture, Off White	No	None Detected	Carbonates Mica Quartz Perlite Binder/Filler 100%
0262749-082 ASB-082		House Siding, Blue/ Brown	No	None Detected	Cellulose Fiber 80% Carbonates Gypsum Binder/Filler 20%
0262749-083 ASB-083		LAYER 1 Shed Roof, Gray/ Black	No	None Detected	Fibrous Glass 15% Carbonates Quartz Binder/Filler 85%
		LAYER 2 Shed Roof, Gray/ Black/ White	No	None Detected	Fibrous Glass 15% Carbonates Quartz Binder/Filler 85%
0262749-084 ASB-084		Shed Roof Paper, Black	No	None Detected	Cellulose Fiber 60% Gypsum Binder/Filler 40%
0262749-085 ASB-085		LAYER 1 Shed Roof, Gray/ Black	No	None Detected	Fibrous Glass 15% Carbonates Quartz Binder/Filler 85%
		LAYER 2 Shed Roof, Gray/ Black/ White	No	None Detected	Fibrous Glass 15% Carbonates Quartz Binder/Filler 85%

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Project Name:	LACEY PRE-DEMO	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	KARI THOMAS
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0262749-086 ASB-086		Shed Roof Paper, Black	No	None Detected	Cellulose Fiber 60% Gypsum Binder/Filler 40%
0262749-087 ASB-087		Window Frame Sealant, White	No	None Detected	Carbonates Quartz Binder/Filler 100%



Analyst - Dustin White



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



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[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**


<b>EMC LAB #:</b> L88249			<b>DATE RECEIVED:</b> 10/20/21		
<b>CLIENT:</b> Robinson & Noble			<b>REPORT DATE:</b> 10/27/21		
			<b>DATE OF ANALYSIS:</b> 10/21/21		
<b>CLIENT ADDRESS:</b> 2105 S. C St. Tacoma, WA 98402			<b>P.O. NO.:</b> 1518-010B		
<b>PROJECT NAME:</b> Lacey Pre-Demo			<b>PROJECT NO.:</b>		
<b>EMC #</b> L88249-	<b>SAMPLE DATE /21</b>	<b>CLIENT SAMPLE #</b>	<b>DESCRIPTION</b>	<b>REPORTING LIMIT</b> (%Pb by weight)	<b>%Pb BY WEIGHT</b>
1	10/18	Pb1	Trim White Paint	0.010	BRL
2	10/18	Pb2	Body Paint Blue	0.010	BRL

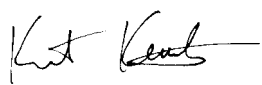
^ = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2017. requirements. The customer provides the Project number, name, address, sampling date, identification, and description. EMC Labs, Inc. is an EPA Recognized Testing Lab.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

**ANALYST:**   
 Jason Thompson

**QA COORDINATOR:**   
 Kurt Kettler

## APPENDIX D

---

# Certificate of Completion

This is to certify that  
**Kari A. Thomas**

has satisfactorily completed  
4 hours of online refresher training as an  
**AHERA Building Inspector**

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

EPA Provider # 1085

179987  
Certificate Number



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

Instructor: Andre Zwanenburg

Jan 6, 2021

Date(s) of Training

Expires in 1 year.

Exam Score: N/A  
(if applicable)

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

# APPENDIX C

## ARBORIST REPORT

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# SUF

## SOUND URBAN FORESTRY, LLC

---

Appraisals ~ Site Planning ~ Urban Landscape Design and Management  
Environmental Education ~ Risk Assessment

2/9/2022

City of Lacey  
Puna Clarke, Utility Engineer  
420 College St SE  
Lacey, WA 98503

**RE:** Lift Station No. 3 Tree Removal and Protection

Ms. Clarke:

Upon your request, I have conducted an assessment of the trees within the site of the City's Lift Station No. 3 replacement project at 4406 26<sup>th</sup> Ave SE. I have been asked to provide an overview of the trees to be removed and my recommendations for any needed protection of trees to be retained. I visited the site and met with you on November 29, 2021.

## Site and Project Description

The site is currently developed as a single-family residence with the existing lift station located within the City ROW along Golf Club Rd SE. The project will involve the demolition of all structures and infrastructure and the replacement of the station within the parcel.

## Tree Removals

A total of six trees are found within the parcel and will be removed due to direct conflict with the site improvements. They have been numbered on the attached drawing.

**Table 1. Tree Removals**

ID	Species	DBH	Condition
1	True Fir	26"	Poor
2	Cherry	6"	Fair
3	Weeping Cherry	3"	Poor
4	Weeping Cherry	11"	Good
5	Giant Sequoia	38"	Good
6	Bird Cherry	22"	Good

## Tree Protection

Tree protection will not be necessary as all trees within the parcel are to be removed. However, clearance pruning may be required on a 30" diameter Douglas fir located within the property to the north. If this pruning is needed, it should be done according to industry standards with proper cuts and pruning equipment. Prior to any pruning, the adjacent property owner should be notified and I would like to be contacted and meet with the contractor.

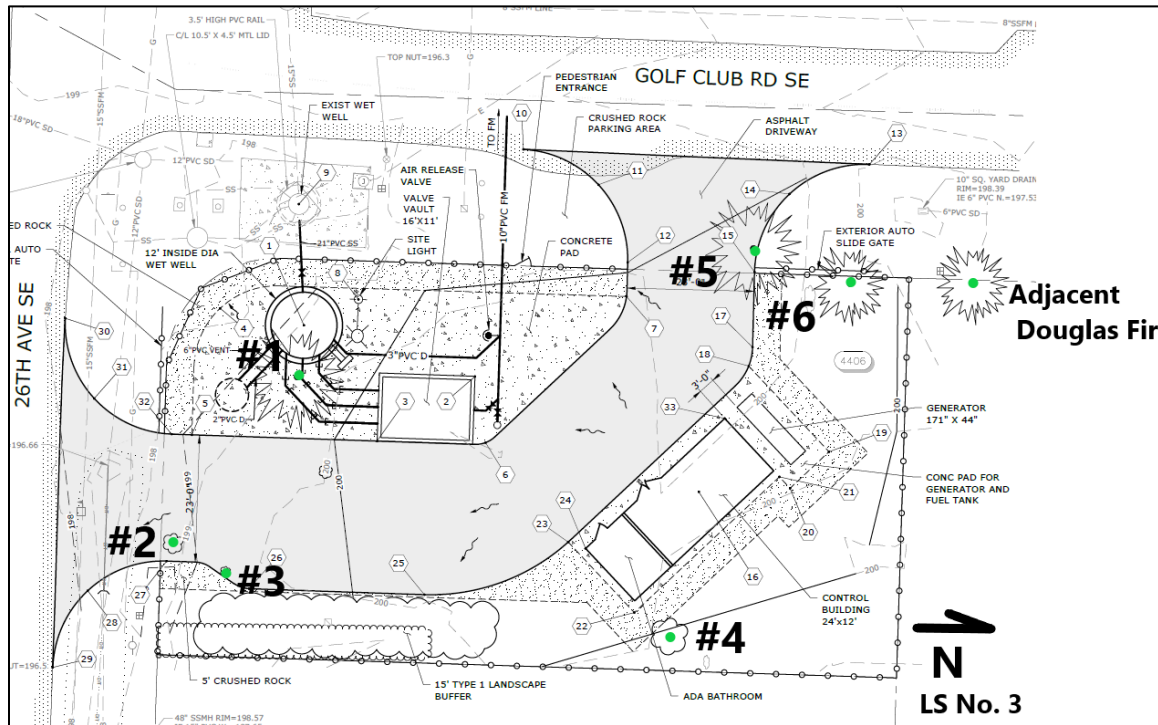
Please contact me should you have any questions.

Sincerely,



Kevin M. McFarland, Principal  
Consulting Forester/ISA Certified Arborist PN-0373 & ISA Tree Risk Assessor Qualified  
City of Lacey Contracted Tree Protection Professional  
Sound Urban Forestry, LLC  
P.O. Box 489  
Tahuya, WA 98588

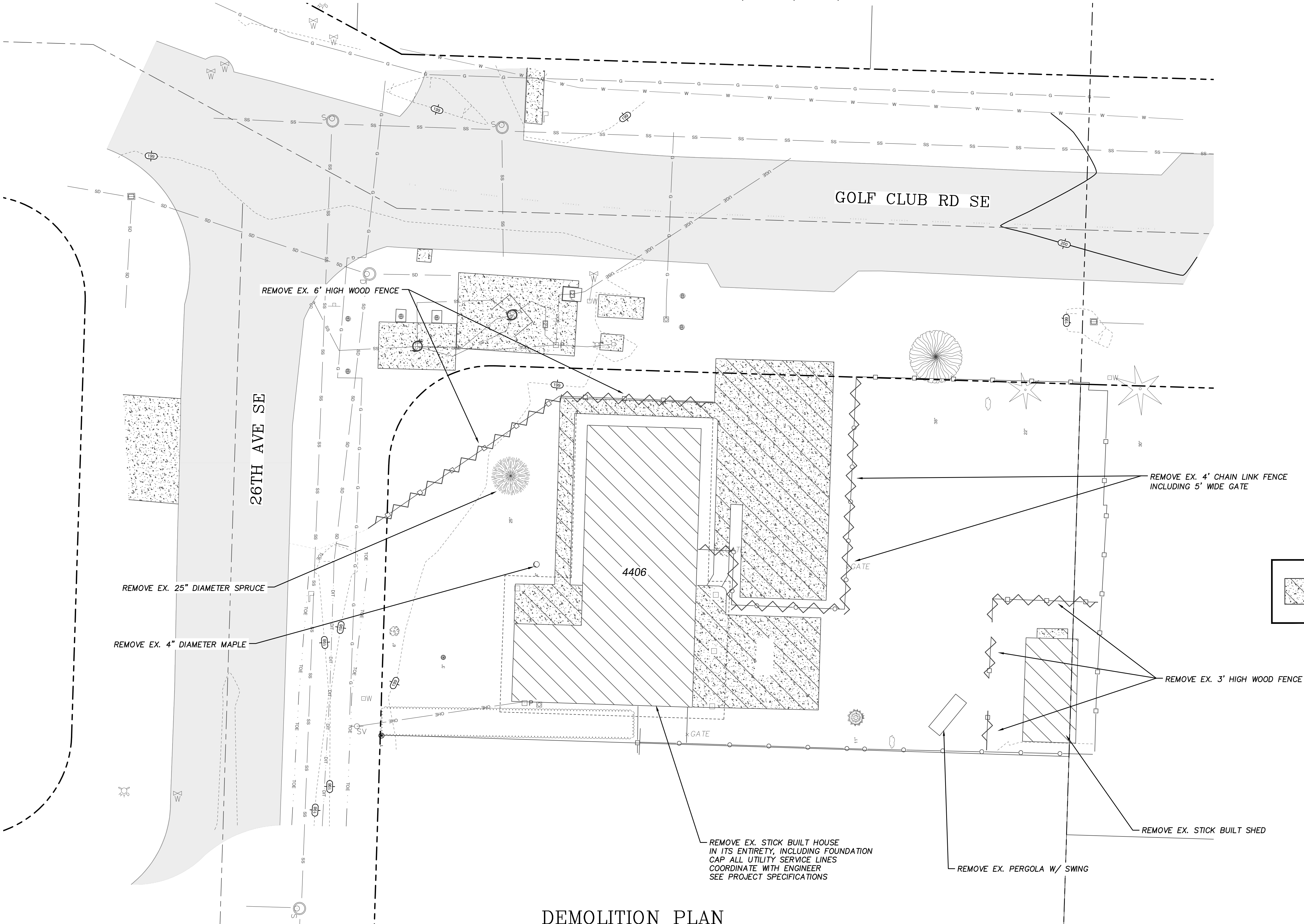
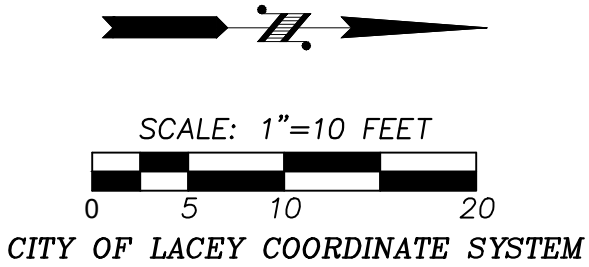
## Locations of Trees



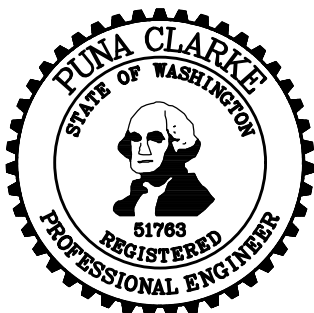
**APPENDIX D**  
**DEMOLITION PLAN**  
**FIGURE**

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SEC. 29, T18N, R1W, W.M.



CITY OF LACEY, WASHINGTON  
DEPARTMENT OF PUBLIC WORKS  
420 COLLEGE STREET SE  
LACEY, WA 98503-1238 (360) 491-5600



DESIGNED: PC  
DRAFTED: JSK  
CHECKED: PC  
HORZ. SCALE: 1"=100'  
VERT. SCALE: N/A  
FILE: LS03 - DEMO

LS03  
DEMOLITION PLAN

REVISION BLOCK		
NO.	DATE	DESCRIPTION

PAGE NO.	SHEET NO.
DP1	1
DWG NO.	OF
D-XX-XX	1