



CONTRACT PACKET FOR:

Lewis County Campus Abatement and Demolition Projects

Project #31-2027

OFFERED BY:

LEWIS COUNTY
DEPARTMENT OF INTERNAL SERVICES
CAPITAL FACILITIES DIVISION

351 NW North Street, Ste. 023

Chehalis, WA 98532

Mailing Address:

351 NW North Street

Chehalis WA 98532

Phone: 360-740-1337

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1.

CALL FOR BIDS

CALL FOR BIDS

May 4, 2021

The Lewis County Internal Services Department is requesting bids from the Small Works Roster for abatement and demolition of several buildings located in Chehalis in preparation for upcoming Capital Construction Projects. Interested bidders should contact the:

Capital Facilities Office, 351 NW North St., Ste 023, Chehalis, WA. 360 740-1337

For more information and bid materials.

Or online at <https://lewiscountywa.gov/departments/central-services/facilities/facilities-call-for-bids/>.

Project Name and #: Abatement and Demolition Project, Project # 31-2027

Location of work: Chehalis, WA

Contact Person: Doug Carey, Capital Facilities Manager
(360) 740-1337

Site Visit: By appointment. Please call Doug Carey to schedule.

Bidding Instructions:

Bid envelopes must be sealed and clearly labeled as:

Abatement and Demolition Project and delivered by 3:00 PM on the due date. Bids may be mailed or hand delivered to the Internal Services Office:

Mailing Address:
Lewis County Facilities
351 NW North St.
Chehalis, WA 98532

Physical Address:
Lewis County Facilities
351 NW North St.
Chehalis, WA

Bids Due: 3:00 PM Thursday May 20, 2021

SEALED BIDS MUST BE DELIVERED BY OR BEFORE

3:00 P.M. on Thursday May 20, 2021

(Lewis County official time is displayed on Mitel phones in the Facilities Office. **Bids submitted after 3:00 PM will not be considered for this project.**)

The Lewis County Internal Services Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

2.

DOCUMENT CHECK LIST

(Lewis County Forms Only)

The following items must be returned in the completed bid package:

1. Signed Contract
2. Performance Bond
3. Certificate of Insurance

3.

Project Scope and Specifications

SCOPE OF WORK

Project scope includes the abatement of asbestos or other hazardous materials, demolition and selective demolition of several structures located in Chehalis, WA. Contractor shall be responsible for providing safety and security measures during the project to include but not limited to: construction fencing, plywood or other material to infill openings in the demo building and the adjacent buildings, appropriate signage. For work in the right of way, contractor will need to obtain Right-of-Way Permit from City of Chehalis. Recycling is encouraged and several buildings have significant salvage materials.

Locations

1. 156 NW Chehalis Ave (“Old Credit Union”) Total demolition to slab. Contractor shall remove all materials from the site. Contractor shall coordinate demolition activities with the County to ensure safe parking and travel zones to other occupied buildings. ACM was not detected in good faith survey but contractor should be vigilant for suspect materials. (See attached “Good Faith Survey” by ADE Associates dated 2/14/2020).

Concrete construction with wood framed roof.

2. 431 & 435 NW Center St. Abatement and Total Demolition to slab. Contractor shall remove all hazardous materials from site prior to demolition. All demolition materials shall be removed from site and disposed of properly. Contractor shall coordinate demolition activities with the County to ensure safe parking and travel zones to other occupied buildings. Protect adjacent buildings from damage. Please see attached “Hazardous Building Materials Survey by Med-Tox Northwest dated March 2021 for Hazardous Materials identified and estimated Quantities.

Wood timber frame with metal skin and roof.

3. 121, 125 & 139 NW Chehalis Ave Abatement and Selective Demolition. Contractor shall abate all hazardous materials and remove from site. Interior tenant improvements to be removed to building envelope. Demolition materials to be removed from site and disposed of properly. Contractor shall coordinate demolition activities with the County to ensure safe parking and travel zones to other occupied buildings. Protect adjacent buildings from damage. Please see attached “Hazardous Building Materials Survey by Med-Tox Northwest dated March 2021 for Hazardous Materials identified and estimated Quantities.

CMU/Brick exterior with wood framed interior walls.

4. 157 NW Chehalis Ave- Occupied space. No work this area other than to secure window openings upon removal of 431/435 NW Center structure.
5. 185 NW Chehalis Ave Abatement and selective demolition. Contractor shall abate all hazardous materials and remove from site. Interior tenant improvements to be removed to building envelope. Demolition materials to be removed from site and disposed of properly. Contractor shall coordinate demolition activities with the County to ensure safe parking and travel zones to other occupied buildings. Protect adjacent buildings from damage. Please see attached “Hazardous Building Materials Survey by Med-Tox Northwest dated March 2021 for Hazardous Materials identified and estimated Quantities.

ADD/ALTERNATES

1. 232 & 269 SW Alfred St. Abatement and total Demo of 2 houses owned by the County. See attached Hazardous Materials Survey

Exhibit B- Compensation

Compensation will be made in the amount of \$ 305,000.00 plus Washington State Sales Tax upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).

Specifications

SECTION 02 82 13 – ASBESTOS ABATEMENT

GENERAL

1.01 SUMMARY

Asbestos-containing materials have been identified within the scope of work for the Lewis County Rainier Project located at 121, 125, 139, 157, 185 Northwest Chehalis Avenue and 431 and 425 North Street in Chehalis, Washington. The removal and disposal of asbestos materials shall be performed by a certified abatement contractor using certified asbestos workers. The asbestos abatement work activities for this project covers both Class I and Class II materials.

The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to this work as if specified in this Section. Work related to this Section is described in:

Section 02 83 19 – Lead-Containing Paint (LCP) Work Controls

Section 02 84 16 – Removal and Disposal of Polychlorinated Biphenyls (PCBs)

Lewis County will hire the abatement contractor for this project. All abatement work will be under the direction of Lewis County.

DESCRIPTION

The Contractor shall supply all labor, materials, services, insurance, special permits and equipment necessary to remove and dispose of asbestos containing materials (ACM) from the described buildings in accordance with all applicable Federal, State and local regulations and these Specifications. The locations of asbestos-containing materials are shown in the hazardous building materials location drawings provided for this project. Please refer to the Hazardous Building Materials Investigation Report dated March 2021 submitted by Med-Tox Northwest for information regarding specific asbestos containing materials. Not all materials identified in the survey or on the project drawings will require removal. The following materials have the potential to be impacted as part of this project:

PRODUCTS

2.01 MATERIALS

GENERAL:

1. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).
2. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient to prevent damage or contamination. Replacement materials shall be stored outside the Work Area until abatement is completed.
3. Damaged, deteriorating or previously used materials shall not be used and shall be removed from the worksite and disposed of properly.
4. Polyethylene sheeting for walls and stationary objects shall be a minimum of 6-mil thick. For floors and all other uses sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints. Polyethylene shall be fire retardant per UL Ratings and ASTM standards D-2898-81 and D-3201-79.

5. Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.
 6. Disposal bags shall be 6-mil polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.150 (a) (i) (iv) (v) or WISHA Chapter 296-62-0072.
 7. Disposal drums shall be metal or fiberboard with locking ring tops; labeled in accordance with EPA regulation 40 CFR 61.150 (a) (i) (iv) (v).
 8. Warning signs as required by WISHA Chapter 296-62-07721.
 9. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic sheet and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry wet conditions, including use of amended water. Minimum 2" wide tape must be used.
 10. Other materials: The Contractor shall provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area, and as required to complete the work as specified.
- B. SURFACTANT: (wetting agent): shall be a 50/50 mixture of Polyethylene ester and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56- "Surface and Interfacial Tension of Solutions of Surface Active Agents.")
- C. ENCAPSULATION PRODUCTS:
1. Encapsulation materials shall be the penetrating type and conform with the following characteristics:
 - a) Encapsulants should not be solvent-based or utilize a vehicle consisting of hydrocarbons. Tinting of the encapsulant may be required.
 - b) Encapsulants shall be non-flammable.
 - c) Contractor must provide certification that encapsulant is compatible with specified fireproofing replacement material.
- D. ENCLOSURE:
1. Enclosure materials shall be fire-retardant and conform to the applicable local fire codes.
 2. The enclosures shall be constructed of materials such that when the enclosure is completed there is limited potential for impact damage to the enclosure and no potential for fiber release.
 4. Wood framing used for enclosure shall be pressure treated and fire retardant and shall conform to Uniform Building Code 23-4 and 23-5.
- E. Foam:
- ABESCO FP200 Fire rated expanding foam (no substitute).

2.02 EQUIPMENT

A. GENERAL (all abatement projects):

1. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings Appendix F: Recommended Specifications and operating procedures for the use of negative pressure systems for asbestos abatement shall be utilized so as to provide one workplace air change every 15 minutes.

To calculate total air flow requirement:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}$$

To calculate the number of units needed for the abatement:

$$\text{Number of units needed} = \frac{[\text{Total ft}^3/\text{min}]}{[\text{Capacity of unit in ft}^3/\text{min} \times 70\%]}$$

If air-supplied respirators are utilized, estimate the volume of supplied air and add to workplace air volume when calculating ventilation requirements. For small enclosures and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure. A sufficient quantity of air shall be exhausted to create a minimum pressure of -0.02 inches of water at all times within the enclosure with respect to outside the enclosure.

2. The Contractor shall install and maintain a continuous read strip chart, or similar digital recording differential pressure meter (manometer).
 - a. Adhere strictly to manufacturer's recommendations for calibration of manometer.
 - b. Manometer records must be submitted, on 8-1/2" X 11" paper, weekly to the Owner's Construction Manager along with current calibration data.
 - c. The manometer must be equipped with an audible system programmed to sound if pressure within the enclosure in respect to pressure outside the enclosure drops to -0.01 inches of water or lower.
3. Type "C" air supplied respirators operated in the pressure demand mode with full face pieces and escape cylinders or HEPA filters are required by WISHA for negative pressure containment abatement work until the successful completion of final clearance air monitoring. Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full-face piece respirators. Respirators shall be provided that have been tested and approved by the National Institute of Occupational Safety and Health for use in asbestos contaminated atmospheres.
4. Compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer's Specifications. The compressed air systems shall have a receiver of adequate capacity to allow escape of all respirator wearers from contaminated areas in the event of compressor failure. Compressors must meet the requirements of 29 CFR 1910.134(d). Compressors must have an in-line carbon monoxide monitor, and periodic inspection of the carbon monoxide monitor must be evidenced. Documentation of adequacy of compressed air systems/respiratory

protection system must be retained on site at all times. This documentation will include a list of compatible components with the maximum number and type of respirators that may be used with systems providing air of sufficient quality (Grade D breathing air as described in Compressed Gas Association Commodity Specifications G-7.1.)

At least two (2) dedicated airlines and respirators shall be available to the Owner or Owner's consultants or regulatory agency personnel at all times. The Contractor shall provide clean respirators in good repair for the Owner or Owner's consultant personnel's use and provide airlines upon demand.

5. Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described in 2.02-A-6) consisting of material impenetrable by asbestos fibers (Tyvek ® or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.
6. Additional safety and fall protection equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves) as necessary shall be provided to all workers and authorized visitors.
7. Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
8. Only single-use, disposable towels and clothing will be allowed.
9. A sufficient supply of disposable mops, rags and sponges for Work Area decontamination shall be available.
10. For mini-enclosures and glove bags, a HEPA filtered vacuum system shall be utilized to provide negative air.

B. REMOVAL EQUIPMENT:

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided by the Contractor.
2. Rubber dustpans and rubber squeegees shall be employed for cleanup.
3. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
4. A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup.

C. ENCAPSULATION EQUIPMENT:

1. Encapsulants shall be applied in accordance with manufacturer's Specifications.
2. Tools, sprayers, and other additional support and fall protection equipment as needed.
3. The nature of the encapsulant may effect the requirements for respiratory protection. Vapors that may be given off during encapsulant application must be considered when selecting respirators if types other than air supplied are used.

D. ENCLOSURE EQUIPMENT:

1. Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos containing materials during this process. (As alternative asbestos material may be partially removed following proper removal procedures prior to the installation of supports and enclosures.)
2. Tools, ladders, and other additional support equipment as needed.

EXECUTION

3.01 INSPECTIONS

A. Pre-abatement:

The abatement work shall not begin until:

1. Pre-abatement air monitoring has been conducted by the Contractor.
2. The Work Area enclosure system has been inspected and approved by the Contractor's Certified Asbestos Supervisor. When enclosure systems are in use, the Contractor's Certified Asbestos Supervisor shall inspect the enclosure on a daily basis as it is being constructed and approve the completed enclosure, controls, and decontamination and waste load-out facilities when completed. Enclosure systems shall be smoke tested prior to ACM removal.
3. Negative pressure ventilation and supplied air systems, if used, are functioning adequately. The Contractor must test all systems.
5. All required pre-work submittals, notifications, postings and permits have been provided and are satisfactory to the Owner (see Section 1.05 of this Specification).
6. All equipment for abatement cleanup and disposal is on hand.
7. All worker and supervisor training, certification and medical monitoring are current, and documentation is available on the job site.

B. Throughout the Project: The Contractor's competent person shall perform daily inspections of the site. The Owner may perform routine inspections of the site to assure compliance with applicable regulations and the project Plans and Specifications. The Owner may also conduct spot checks throughout the project. The Contractor's competent person must generate a written daily report.

C. Post-Abatement: The clearance process is discussed in Section 3.10 of this Specification.

3.02 SITE SECURITY

- A. The Work Area is to be restricted only to authorize, trained and protected personnel. These may include the Contractor's employees; employees of Subcontractors; and Owner employees and representatives; Federal, State and local Inspectors and other authorized or designated individuals. A list of authorized personnel shall be established by the Contractor prior to job start and posted as directed by these Specifications. With the exception of emergency response personnel, the Contractor shall approve un-announced visitors not listed above prior to project area entry.
- B. Secure the Work Area from access by the public. Accomplish this where possible by locking doors, windows, or other means of access to the Work Area, or by constructing temporary

framing with plywood or gypsum board barriers. All emergency exits/corridors must be kept open.

- C. Entry into the Work Area by unauthorized individuals shall be reported immediately by the Contractor to the Owner.
- D. For projects requiring the use of a negative pressure enclosure, a logbook shall be maintained in the clean room area of the worker decontamination system. Everyone who enters the Work Area must sign in, recording; name, affiliation (Contractor, Owner, regulatory agency, etc.), work phone number, and purpose of entry.
- E. The Contractor shall be responsible for site security during abatement operations.

3.03 EMERGENCY PLANNING

- A. Emergency contingency plans shall be developed by the Contractor for approval by the Owner prior to initiation of any work. These plans shall be a component of the Contractor's Health and Safety Plan.
- B. Emergency procedures shall be in written form and prominently posted in the clean room, adjacent to the containment in the project area, or as directed by the Owner. Prior to performing any abatement activities, all personnel must read and sign these procedures to acknowledge an understanding of worksite layout, location of emergency exits and the contents of the plan.
- C. Emergency planning shall include written notification of police, fire and emergency medical personnel of planned abatement activities, work schedule and layout of containment area, particularly barriers that may affect response capabilities.
- D. Emergency planning shall include consideration of containment collapse (through negative pressure pull-down) or breach (hit, cut or torn by), fire, explosion, toxic atmosphere, electrical hazards, slips, trips, and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in these procedures shall be provided and documented. Emergency planning shall include procedures to follow in the event of power disruptions during work in a negative air enclosure.
- E. Employees shall be trained in evacuation procedures in the event of workplace emergencies.
 - 1. For non-life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
 - 2. For a life-threatening injury or illness, measures to stabilize the injured worker, remove them from the workplace and secure proper medical treatment shall take priority over worker decontamination.
- F. Telephone numbers of all emergency response personnel shall be prominently posted in the clean room, adjacent to the containment in the project area, or as directed by the Owner.
- G. General Requirements:
 - 1. If at any time after barriers or enclosures have been erected, any visible material is observed outside of the Work Area or if damage to the barrier or enclosure occurs, work shall immediately stop, repairs shall be made, and debris and residue shall immediately be cleaned up using appropriate HEPA vacuuming and wet cleaning procedures. Area air monitoring shall be started immediately in the public space to measure the asbestos

concentration in the public area as a result of breaching the enclosure.

2. Clean and isolate the Work Area in accordance with these Specifications.
- H. The Contractor must provide a minimum of two phone numbers at which its supervisory personnel may be contacted on or off site at any time during the length of the project. The telephone used outside the Work Area must be non-coin operated type.

3.04 PERSONNEL PROTECTION REQUIREMENTS

- A. Training: All personnel accomplishing asbestos abatement shall be the bearer of current "Certified Asbestos Worker Certificate" issued by the Washington State Department of Labor and Industries.
1. Special on-site training specific to equipment and procedures unique to this job site shall be performed as required.
 2. Training in emergency response and evacuation procedures shall be provided.
- B. Safety Meeting: The Contractor shall conduct a safety meeting at the beginning of the project and weekly thereafter. Topic to be discussed include, but are not limited to: emergency exiting routes and procedures, location of telephone and emergency numbers, fire extinguisher locations, first aid kit, special precautions for toxic or hazardous materials (SDS information), protective equipment, scaffolding procedures, proper use of ladders, electrical safety, previous week's air sample results, etc. All attendees shall sign an acknowledgment of attendance.
- C. Protective Clothing: Provide protective equipment to all workers in the Work Area per Section 2.02 of this Specification.
- D. Additional Protective Equipment: Respirators, disposable coveralls and footwear shall be provided by the Contractor to the Owner or the Owner's representative or other authorized visitors inspecting the jobsite. Provide up to two personally issued respirators, and air lines where required by the Owner. Removal of workers from the Work Area to provide airlines will not be acceptable.

3.05 PREPARATION OF THE WORK AREA

- A. Post barrier tape and caution signs meeting the Specifications of WISHA Chapter 296-62-07711 at the locations and approaches to a location where airborne concentrations of asbestos may be expected to exceed the pre-abatement concentration. Signs shall be posted at a distance sufficiently far enough away from the Work Area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosures or barriers.
- B. The Contractor shall perform any required shut down and lock out of utilities such as electric power, water, or HVAC lines to the project area.
- C. Pre-clean, remove furnishings and install drop cloths using HEPA filtered vacuums or wet cleaning methods as appropriate. Do not use methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase.
- D. Remove from the Work Area all objects that are movable to protect them from potential asbestos contamination.

3.06 GENERAL REMOVAL PROCEDURES

- A. Wet all asbestos-containing material with amended water solution using equipment capable of providing a fine spray mist. Avoid knocking the material loose during the wetting operation. Saturate the material to substrate prior to removal; however, do not allow excessive water to accumulate in the Work Area. Keep all removed material saturated until it can be containerized for disposal. Maintain a high humidity in the barrier or enclosure throughout the abatement period by misting or spraying to ensure material saturation and reduce the potential for elevated airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials. Nonetheless, they shall be used in all cases.
- B. Saturated asbestos containing material shall be removed in manageable sections. Containerize removed material immediately and prior to moving it to a new location for continuance of work. Adjacent areas shall be periodically sprayed and maintained in a saturated condition until all visible material is sealed and removed from the barrier or enclosure.
- C. Removed material shall not be dropped or thrown. Remove material intact or as components whenever possible and carefully lower to the floor. If this cannot be feasibly accomplished, a dust-tight chute shall be constructed to transport the material to containers on the floor, or the material may be containerized at elevated levels (e.g., on scaffolds) and carefully lowered to the ground by mechanical means.
- D. Double bag all waste material prior to removal from the enclosure system or immediately upon removal of the barrier (glove bag).
- E. Disposal bags shall not be overfilled. Additionally, handcarts or equivalent shall be used to transport waste containers or materials. Waste containers or materials shall be raised and securely transported and shall not be dropped or slid.
- F. Disposal containers shall be securely sealed to prevent accidental opening and leakage by taping in a gooseneck fashion, then labeled and dated. Do not seal bags with wire or cord. Bags may be placed in drums for staging and transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming.
- G. Large components removed intact may be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.
- F. The Work Area shall be cleaned of all suspect ACM prior to the visual inspection by the Contractor. If any accumulation of residue is observed, it will be assumed to be asbestos. Re-cleaning may be required, at no additional cost to the Owner, until all suspect material is removed. Re-cleaning and inspection will continue until no visible suspect material remains. After the Work Area passes the visual inspection, the Contractor shall perform encapsulation of all cleaned surfaces.
- G. Refer to Section 3.10 of this Specification for Work Area clearance process.

3-07 CONTAINMENT ENTRY AND EXIT PROCEDURES

- A. Personnel Entry and Exit:
 - 1. All workers and authorized personnel shall enter the containment area through the worker decontamination enclosure system.
 - 2. All personnel who enter the containment area must sign the entry log located in the clean room upon entry and exit.
 - 3. All personnel before entering the containment area shall read and be familiar with all posted regulations, personnel protection requirements (including workplace entry and

exit procedures), and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

4. When entering a containment all personnel shall proceed first to the clean room, remove all street clothes and don appropriate respiratory protection and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized as required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the containment area.
5. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main containment area.
6. Before leaving the containment area all personnel shall remove gross contamination from the outside of respirators, air hoses, and protective clothing. Each person shall clean bottoms of protective footwear just prior to entering the equipment room.
7. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable clothing into appropriately labeled containers for disposal.
8. Reusable contaminated footwear shall be stored in the equipment room when not in use in the containment area. Upon completion of abatement, it shall be disposed of as asbestos contaminated waste (rubber boots may be decontaminated for reuse at the completion of the abatement).
9. Still wearing respirators, personnel shall proceed naked to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator, and shower and shampoo to removal residual asbestos contamination. The HEPA filters on airline respirators are for emergency escape only. The airline may not be disconnected in the equipment room. The airline shall be placed in a bucket of clean water or hung on a hook next to the shower. A powered air purifying respirator face piece will have to be disconnected from the filter/power pack assembly, which is not waterproof upon entering the shower. A dual cartridge respirator may be worn into the shower. Tape over inlet(s) into HEPA filter(s) between usages.
10. After showering and drying off, proceed to the clean room and don clean disposable clothing if there will be later re-entry into the containment area or street clothes if it are the ends of the work shift.
11. These procedures shall be posted in the clean room and equipment room or as directed by the Owner.

B. Waste Container Pass-Out Procedures:

1. Asbestos contaminated waste that has been containerized shall be transported out of the containment area through the material decontamination facility.
2. Waste pass-out procedure shall utilize two teams of workers, an "inside" team and an "outside" team.
3. The inside team wearing appropriate protective clothing and respirators for inside the containment area shall clean the outside, including bottoms, of properly labeled containers (bags, or wrapped components) using HEPA vacuums and wet wiping techniques. The workers shall then enclose the single layered ACM waste with another

6-mil layer of plastic sheeting or disposal bag. The double-bagged material must be carefully placed into the middle chamber of the material decontamination unit. No worker from the inside team shall further exit the containment area through this airlock.

4. The outside team, wearing protective clothing and HEPA-filtered respirators, shall enter the airlock from outside the containment area, enclose the labeled container in a second clean, labeled, 6-mil polyethylene bags and remove then from the airlock to outside and placed into a secure storage/transport container. No worker from the outside team shall further enter the containment area through this airlock.
5. The exit from this airlock shall be secured to prevent unauthorized entry.

3-08 NEGATIVE PRESSURE ENCLOSURE

- A. Prepare Work Area as indicated in Section 3.05 of this Specification.
- B. Verify shut down and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply, or pass through the containment area, if possible. Seal all ducts and smoke test the containment before beginning abatement work within the enclosure.
- C. Pre-clean all fixed objects in the containment area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Pay particular attention to wall, floor, and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed objects in 6-mil polyethylene sheeting and seal securely in place with tape.
- D. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers and all other openings between the containment area and uncontaminated areas outside of the containment area including the outside of the building, tunnels and crawl spaces with 6-mil polyethylene sheeting and tape (see Section 3.05 of this Specification).
- E. Cover floors in the containment area with polyethylene sheeting as follows:
 1. Seal all floor drains and other floor openings in area with 6-mil sheeting and duct tape.
 2. Floors shall be covered with two (2) individual layers of 6-mil (minimum) sheeting. Use "tattle-tales" beneath sheeting in order to detect water leaks from the enclosure. Protect layers of sheeting as necessary against rips and tears. Install one (1) additional layer 6-mil poly sheeting as drop clothes to aid in cleanup of bulk materials.
 3. Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is required. Do not locate seams at wall/floor joints or cracks in the concrete flooring. Pre-seal all cracks in floors before placing any plastic to the satisfaction of the Construction Manager.
 4. Floor sheeting shall extend to at least 12" up the sidewalls of the containment area.
 5. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material. (Vinyl sheeting may be used for improved traction of floors.)
- F. Provide sufficient lighting throughout the Work Area to maintain a minimum lighting level of 50-foot candles at any surface where asbestos is to be removed. Handheld lights, such as flashlights, are not acceptable except for augmentation beyond 50-foot candle minimum illumination.

G. Clearly identify and maintain emergency and fire exits from the Work Area.

H. Cover walls in the containment area with polyethylene sheeting as follows:

1. Seal all opening in wall with critical barriers with 6-mil polyethylene sheeting and duct tape. Insure airtight seal.
2. Each wall surface shall be covered with three (3) layers of 6-mil polyethylene sheeting.
3. Plastic shall be sized to minimum seams. Seams shall be staggered and separated by a distance of at least six (6) feet.
4. Wall sheeting shall overlap floor sheeting by at least twelve (12) inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
5. Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when negative pressure ventilation systems are utilized. Wall sheeting shall not be taped to asbestos materials.
6. Install two or more transparent plastic viewing ports in the walls of the enclosure in such a manner to allow unobstructed viewing of all components within the enclosure, which are involved in the project. Existing windows shall be utilized for viewing ports as needed. Movable curtains on the outside shall cover viewing ports.

I. Worker Decontamination Facility:

1. Worker decontamination enclosure systems shall be provided for workers entering or exiting the containment area. The worker decontamination shall consist of a clean change room, a shower and an equipment room, each separated from each other and from the containment area by curtained doorways. The decontamination unit shall be constructed of metal, wood or plastic framing systems. **A worker decon facility is required for any Class I asbestos work involving greater than 25 linear feet or 10 square feet.**
2. The worker decontamination enclosure systems constructed at the worksite shall utilize 6-mil opaque black or white polyethylene sheeting or other acceptable materials for privacy.
3. The worker decontamination facility should be constructed contiguous to the negative - pressure Work Area or regulated area for Class I Work. Where construction contiguous to Work Area is not feasible, the decontamination facility shall be constructed with a polyethylene lined tunnel connecting the decon facility to the work.
4. Entry to and exit from all material decontamination chambers and decontamination enclosure systems shall be through curtained doorways consisting of two (2) sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Inverted T double sheet doorway with a flap door is also acceptable.
5. Access between any two rooms in the decontamination enclosure system shall be through a curtained doorway. Pathways in from clean to contaminated, and out from contaminated to clean in the containment area shall be clearly designated.
6. Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as storage for employees' street clothes. Shelves for storing

respirators shall also be provided in this area. Clean work clothes (if required under disposables); clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall be provided in this area. Lighting, heat, and electricity shall be provided as necessary for comfort.

7. Shower room shall be lighted and contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot (100 degrees F. minimum) and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. The Contractor shall supply an adequate supply of soap, shampoo and towels at all times. See Section 3.11A of this Specification for water filtration/disposal procedures.
8. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated. A 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g., rubber boots, other reusable footwear) shall be stored in this area for reuse the following workday.

J. Material Decontamination Facility and Emergency Exits:

1. The Material Decontamination Facility shall be constructed separate from the worker decontamination facility. Wherever possible, this shall be located where there is direct access from the containment area to the outside of the building.
2. The Material Decontamination Facility shall consist of an airlock, a container storage area and another airlock with access to outside the containment area.
3. The Material Decontamination Facility shall be constructed in similar fashion to the worker decontamination facility using similar materials and airlock and curtain doorway design.
4. This Material Decontamination Facility airlock shall not be used to enter or exit the containment.
5. Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the containment area. They shall be secured to prevent access from uncontaminated areas and permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These exits may be the worker decontamination facility, the material decontamination facility and/or other alternative exits satisfactory to the Owner Fire officials.

K. Air Pressure Differential:

1. Provide a fully operational negative air system within the Work Area and continuously maintain a pressure differential across Work Area enclosures of negative 0.02 inches column of water. Demonstrate the pressure differential by use of a pressure differential meter or a manometer recording with strip chart, or similar digital equipment with alarm before disturbance of any asbestos containing materials.
2. Provide fully operational negative pressure systems supplying a minimum of one air change every 15 minutes. Determine the volume in cubic feet of the Work Area by multiplying floor area by ceiling height. Determine total ventilation requirement in cubic feet per minute (cfm) for the Work Area by dividing this volume by the air change rate.

- a. Vent to Outside of Building.
- 3. Test negative pressure system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) (one at a time). Indications of correct negative air system shall include the following:
 - a. Plastic barriers and sheeting move lightly in toward Work Area.
 - b. Curtain of decontamination units moves lightly in toward Work Area.
 - c. There is a noticeable movement of air through the decontamination unit. Use smoke tube to demonstrate air movement from the Clean Room to Shower Room, from Shower Room to Equipment Room, and from Equipment Room to Work Area.
 - d. Use smoke tubes to demonstrate a positive motion of air across all area in which work is performed.
 - e. Use a differential pressure meter or manometer to demonstrate a pressure difference of at least 0.02 inches column of water across every barrier separating the Work Area from the balance of the building or outside.
 - f. Modify the Negative Pressure System as necessary to successfully demonstrate the above.
 - g. Contractor's on-site competent person shall smoke test the NPE at least once every shift and document testing in daily log.**
- 4. Provide a minimum of one back-up negative air for every four primary negative air units used. A minimum of one back-up negative air unit will be required if less than four primary units are used. The back-up negative air unit(s) shall be of equal capacity to primary unit(s).
- L. Once constructed and reinforced as necessary with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.
- M. Clearly identify and maintain emergency and fire exits from the containment area.
- N. Remove, clean and enclose in polyethylene the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

3.09 PROCEDURES FOR EMERGENCY SPILLS AND UNCONTROLLED RELEASES OF ASBESTOS OR PACM

- A. This procedure shall be used in any situation involving an uncontrolled release of asbestos or PACM such as, but not limited to, dislodging of asbestos materials by accident, a rupture in a containment, breaking of a glove bag, tearing open of previously wrapped material, spills of drums for disposal, the use of asbestos contaminated clothing, tools or equipment in an unregulated area, or similar event where asbestos or PACM may be or has the potential to be introduced into the air in an uncontrolled manner.
- B. Specific Work Procedure:

1. Evacuate the immediate area of all unprotected personnel.
2. Establish a regulated area. The Work Area shall be identified, and access restricted in any manner that minimizes the number of persons within the Work Area and protects persons outside the Work Area from exposure above the action level in accordance with WAC 296-0771. Seal all openings into Work Area including drains.
3. Use caution to assure personnel are not tracking asbestos-containing debris to areas outside the regulated area and spreading the contamination.
4. Immediately contact the Owner. Seal all vents.
5. Wet down, encapsulate and pick up large chunks and place in a properly labeled asbestos disposal bag. Asbestos disposal bags shall meet the requirements of WAC 296-62-07721.
6. Vacuum the entire area using a HEPA equipped vacuum.
7. Wet wipe the entire contaminated area with clean wet rags and/or mops.
8. Encapsulate all surfaces within the Work Area. Protect equipment, furnishings and other items in Work Area during encapsulation.
9. The clean up procedures shall include the entire affected area.
10. The Contractor's logs for the shift when the spill occurred shall include a description of spill and corrective action.
11. Provide the Owner with a detailed written report of the causes of the accident, the Contractor's response, the results of actions taken and steps to be implemented to avoid future occurrences within 24 hours of the spill.
12. All work performed under this procedure shall be undertaken by Certified Asbestos Workers in protective clothing with half-face respirators as a minimum. Air monitoring shall be undertaken as specified in Section 1.06 of this Specification.

3.10 WORK AREA CLEARANCE

The abatement work is complete when the Work Area is visually clean and airborne fiber levels have been reduced to the level specified below.

To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to the specified level, the Contractor will conduct a final visual inspection of the Work Area for completeness of work and the presence of any visible debris following all abatement per ASTM E1368-90, "Standard Practice for Visual Inspection of Asbestos Abatement Projects."

Following the Contractor's successful visual inspection, the Contractor will secure air clearance samples.

General: The number and volume of air samples taken, and analytical methods used will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

Samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations and sites near windows, doors or vents in areas coinciding with pre-

abatement sample locations.

For negative pressure enclosures, the HEPA machines must be left running during the procedure.

In each Work Area after completion of all cleaning work, a minimum of one (1) sample and one lab blank will be taken at a flow rate of 1 to 10 liters per minute to give a fiber density of between 100 to 1,300 fibers/mm² on the filter and analyzed as follows:

Analysis: Fibers on each filter will be measured using the NIOSH 7400 procedures. At least 1200 liters of air will be collected.

Release Criteria: Decontamination of the Work Area is complete when every clearance sample is equal to or less than 0.01 fibers/cc or less than pre-abatement levels, whichever is lower. If any sample exceeds 0.01 fibers/cc, then the decontamination is incomplete and re-cleaning is required.

The services of a testing laboratory will be employed by the Contractor to perform laboratory analysis of the air samples. Verbal laboratory results will be available within eight (8) hours of taking clearance samples. A complete record of all air monitoring tests and inspections will be furnished to the Owner via the Contractor within 24 hours of sample collection.

After acceptable clearance samples are received, the Contractor will provide the Owner with signed visual clearance forms with air sampling results attached.

Upon receipt of signed visual clearance forms by the Owner, the Contractor shall apply a lockdown type asbestos encapsulant to surfaces on which asbestos has been removed.

In cases when negative pressure enclosures have been used, maintain operation of negative air system during the encapsulation process.

Mix ratio of encapsulant shall be per manufacturer's recommendations.

Apply encapsulant with airless sprayer onto substrate.

After encapsulation, the Contractor shall conduct final clearance sampling as per this section.

Allow encapsulant to dry for eight (8) hours (min) or until surfaces are dry before removing containment.

3.11 DISPOSAL PROCEDURES

- A. Shower water shall be drained, collected, and filtered through a system with at least a 5.0-micron particle size collection capability.
- B. Sealed and labeled containers of asbestos containing waste shall be removed from the immediate project area and transported to the prearranged disposal location as the work progresses.
- C. Labeling: Each bag of asbestos waste shall be pre-labeled in accordance with 29 CFR 1910.1200 (f) of OSHA's Hazard communication Standard as follows:

DANGER

CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE
HAZARD

In addition, a second pre-printed label must be present on each bag in accordance with 49 CFR Parts 171 and 172 of U.S. Department of Transportation regulation as follows:

RQ HAZARDOUS SUBSTANCE
SOLID, NOS
ORM-E, NA 9188
(ASBESTOS)

The Contractor shall mark each container with a permanent label listing the Contractor's name, the name of the Certified Asbestos Supervisor, the Contractor's phone number, the Contractor's certification information, the date of removal, the location where the waste was generated, and the facility owner (City of Bothell - Owner).

- D. All demolition debris materials, including asbestos-containing materials, except those containing substances classified as hazardous or dangerous by controlling local, State or Federal regulatory agencies, shall upon their demolition become the property of the Contractor. All such material, including those containing hazardous or dangerous substances, shall be removed, and properly disposed of away from the site and on property not owned by the Owner.
- E. Disposal must occur at an authorized site in accordance with regulatory requirements of SWCAA 476 Rule and applicable state and local guidelines and regulations.
- F. Waste shipment, waste manifest, and disposal records shall be delivered to the Owner within 45 days of completion of the abatement work. This information shall document the pickup site and disposal site, the quantity of the asbestos waste and the type of containers used. The Contractor and the Disposal Site Operator shall sign waste manifest. If a separate hauler is employed, their name, address, telephone number and signature shall also appear on the manifest.
- G. Transportation to the Landfill:
 - 1. All transportation of asbestos containing waste material shall adhere to Federal, State and local regulations, including, but not limited to:
 - a. Hazard material regulation 48 CFR parts 171.180.
 - b. 49 CFR part 107.
 - 2. Once drums, bags and wrapped components have been removed from the Work Areas, they shall be loaded into an enclosed or covered truck for transportation.
 - 3. Utilize hand trucks or carts when moving containers. Containers shall not be dragged, dropped, or thrown.

4. The enclosed cargo area of the truck shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilling containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapping and taped into place.
5. Containers shall be placed on level surfaces in the cargo areas and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting, and bags placed on top. Do not throw containers into truck cargo area.
6. Personnel transferring or loading asbestos containing waste shall be protected by disposable clothing (including head, body; and foot protection) and, at a minimum, half-face respirators using HEPA filters.
7. Any debris or residue observed on containers or surfaces outside the Work Area shall be immediately cleaned up using HEPA filtered vacuum equipment, or wet methods.
8. Large metal dumpsters are sometimes used for asbestos waste disposal. These shall have doors or tops that can be closed and locked to prevent vandalism or other disturbances. Containers shall be placed, not thrown, into these containers to avoid rupture.
9. Asbestos-containing or-contaminated wastes shall be segregated and transferred separately from non-asbestos wastes.

3.12 RE-ESTABLISHMENT OF THE WORK AREA AND SYSTEMS

- A. Re-establishment of the Work Area shall occur following the completion of cleanup procedures and after clearance air monitoring has been performed and documented per Contract Documents.
- B. Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over floors, windows, etc., as required.
- C. Refer to clearance procedures listed in Section 3.10 of this Specification.
- D. Following satisfactory clearance of the Work Area, remaining polyethylene barriers may be removed and disposed of in accordance with these Specifications.
- E. Re-secure mounted objects removed from their former positions during area preparation activities.
- F. Relocate objects that were removed to temporary locations back to their original positions.
- G. Comply with safety standards and governing regulations for cleaning asbestos abatement operations. Remove waste materials from the site and dispose of in a lawful manner.
- H. Following this Section is an example of "Certificate of Clearance". This certification is to be completed by the Contractor for each building and regulated asbestos Work Area and submitted to the Owner as part of post abatement submittals.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment for asbestos abatement work will be made. Payment for this portion of the Contract will be included in the lump sum price as stated in the Bid Form.

END OF SECTION 02 82 13

CERTIFICATE OF CLEARANCE

CONTRACTOR CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 02 82 13, Section 3.10 "Work Area Clearance", the Contractor's supervisor/competent person hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

Identity of Work

Area: _____

by: (Signature of Supervisor/Competent Person) _____

Date _____

(Print Name/Title) _____ Certificate # _____ Expiration Date _____

CONTRACTOR'S AIR CLEARANCE CERTIFICATION

The Contractor hereby certifies that he/she has conducted air clearance sampling according to the specifications and this sampling is valid to the best of his/her knowledge and belief. Contractor must attach chain of custody and final laboratory results.

Identity of Work Area _____ Air Sample Identification #: _____

Flow Rate: _____ Volume _____

Air Sampling Results: _____ Analyzed By: _____ Time Sample Taken: _____

SECTION 02 83 19 – LEAD-CONTAINING PAINT (LCP) WORK CONTROLS

GENERAL

RELATED WORK SPECIFIED ELSEWHERE

The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to this work as if specified in this Section. Work related to this section is described in:

Section 02 82 13 – Asbestos Abatement

Section 02 84 16 – Removal and Disposal of Polychlorinated Biphenyls (PCBs)

Please refer to the Lewis County Rainier Complex Project Hazardous Building Materials Investigation Report dated March 2021 submitted by Med-Tox Northwest for further information regarding asbestos, lead based paint, and Polychlorinate Biphenyls (PCBs).

DESCRIPTION OF WORK

A. General work items include, but are not necessarily limited to:

The Contractor shall supply all labor, materials, services, insurance, special permits and equipment necessary to accomplish hazardous building materials abatement and demolition. The scope of lead work is to accomplish exposure assessment and waste characterization in conjunction with disturbance and disposal of lead painted materials.

For best work practice, assume that all painted surfaces contain concentrations of lead in the paint coating. The Contractor is responsible for all costs associated with testing, engineering controls, decontamination and personal protection as part of this Contract.

The Owner has not performed waste designation for lead in accordance with WAC 173-303. The contractor is required to perform waste designation in accordance with WAC 173-303 based on their anticipated waste stream. If the Contractor recycles individual components from the building, the waste designation will change and may require hazardous waste disposal of remaining components. The Contractor is responsible to appropriately test and designate the materials and is responsible for any additional costs associated with, but not limited to, testing, transport, disposal, and reporting.

There is a potential for exposure to lead and lead dust during asbestos abatement and demolition work. The Contractor is responsible for monitoring work activities and determining when work involves hazardous materials and conditions that require conformance with specified regulatory requirements. Applicable regulations regarding exposure to lead (WAC 296-155-176) apply to this project. The site-specific health and safety plan required by this Specification section is to address the pertinent health and safety issues associated with potential exposure to lead during building demolition work.

CODES AND REGULATIONS

A. Due to the potential health and environmental hazards associated with the work at this site as described in this Section, the work shall be performed in compliance with the applicable provisions of the Washington Industrial Safety and Health Act, and the Washington State Hazardous Waste Management Act, as well as other applicable Federal, State, and local codes and regulations governing hazardous materials and hazardous waste. The Contractor is fully responsible for planning and executing all the work under this Contract in a manner that meets the requirements of the Washington Administrative Code (WAC) 296-62-07521 (Air

Contaminants) and WAC 296-155-176 (Lead) for protecting the health and safety of employees, the public, and for protecting the environment.

- B. The following regulations of the United States Department of Labor, Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (EPA) and applicable requirements of the State of Washington are pertinent to this work. Other applicable regulations not specifically identified herein also apply.

OSHA:

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.134;	Respiratory Protection
29 CFR 1910.1200;	Hazard Communication
29 CFR 1926.55;	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.57;	Ventilation
29 CFR 1926.62;	Lead Exposure in Construction; Interim Rule (with appendices A, B, C and subpart D)

1. EPA:

40 CFR 148;	Hazardous Waste Injection Restrictions
40 CFR 260;	Hazardous Waste Management Systems: General
40 CFR 261;	Identification and Listing of Hazardous Waste
40 CFR 262;	Standards Applicable to Generators of Hazardous Waste
40 CFR 263;	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264;	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265;	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 268;	Land Disposal Restrictions
40 CFR 745;	Lead; Requirements for Lead-based Paint Activities; Proposed Rule
49 CFR 172;	Hazardous Materials Tables and Hazardous Materials Communications Regulations
a. 49 CFR 178;	Specifications for Packaging

3. National Fire Protection Association (NFPA):

- a. NFPA 701 (1996) Methods of Fire Test for Flame-Resistant Textiles and Films
- 4. National Institute for Occupational Safety and Health (NIOSH):
NIOSH OSHA Booklet 3142 Lead in Construction
- C. State Requirements: Washington State Requirements, and/or L&I rules which govern lead paint work or hauling, and disposal include but are not limited to:
 - 1. WAC 296-62; General Occupational Health Standards
 - 2. WAC 296-24; Safety Standards for Construction Work
 - 3. WAC 173-303, 304; Dangerous Waste Regulations, Minimum Functional Standards for Solid Waste Handling
 - 4. WAC 296-155-176; Occupational Health and Environmental Control; Lead

1.04 DEFINITIONS

- A. Whenever the terms below occur in this Contract Document, they will have the meanings which follow:
 - 1. Action Level: Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this Section, "30 micrograms per cubic meter of air" refers to the action level.
 - 2. Air Monitoring: The process of measuring the concentration of lead in a specific volume of air in a stated period of time. Air samples shall be collected and analyzed in accordance with the methods specified by the National Institute for Occupational Safety and Health (NIOSH Method 7105) and as required by WAC-296-155-176.
 - 3. Area Monitoring: Sampling of lead concentrations within the lead control area, inside the physical boundaries, which are representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
 - 4. Eight-Hour Time Weighted Average (TWA): Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
 - 5. Lead: Metallic lead, inorganic lead compounds, and organic lead soaps Excluded from this definition are other organic lead compounds
 - 6. Lead Permissible Exposure Limit (PEL): Fifty (50) micrograms per cubic meter of air as an 8-hour time weighted average.
 - 7. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with WAC 296-155-176. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches and the center at the nose or mouth of an employee.
 - 8. Industrial Hygienist: The Industrial Hygienist shall be subject to approval as specified under Section 1.06 Submittals of this Specification section and shall be at least one of

the following:

Certified by the American Board of Industrial Hygiene and have prior experience in the health and safety aspects of a lead hazard control work project.

A Professional Engineer or Certified Safety Professional with a minimum of three (3) years prior experience in industrial hygiene relating to lead hazard control work.

1.05 QUALITY ASSURANCE

- A. The Contractor shall submit a Work Plan (pursuant to Section 1.06B of this Specification) which demonstrates that demolition/renovation and disposal of lead-coated and lead containing materials will be performed in a manner consistent with pertinent Federal, State, and local regulations and this Specification. The Work Plan will be submitted to the Owner for review and approval prior to the start of any lead related work.
- B. The Owner will perform periodic observation of the site work to ensure that it is being performed in a manner consistent with the approved Work Plan and this Specification. The Owner's representative will have the authority to issue a "Stop Work" order for Contract and or regulatory non-compliance.

1.06 SUBMITTALS

- A. Contractors shall provide complete submittals as per these Specifications for review by the Owner. Following receipt of review comments from the Owner, submit additional complete sets of revised submittals to the Owner. No lead-related work will be permitted prior to submittals being approved by the Owner. Allow fifteen (15) calendar days for submittal review.
- B. Pre-Work Submittals: The Contractor shall submit to the Engineer for review and acceptance the Contractor's Work Plan as a prerequisite to issuance of the Notice to Proceed. The Work Plan must be reviewed and signed by the Industrial Hygienist chosen by the Contractor. The plan must be suitably titled and indexed, providing detailed information concerning the following items as a minimum in the order listed below:
 - 1. Work Plan: Provide a site-specific Work Plan prepared and signed by an Industrial Hygienist, as defined in Section 1.04 of this Specification, which demonstrates the methods by which demolition/renovation and disposal of lead-coated and lead containing Structures/components will be performed. At a minimum, the Work Plan shall include:
 - A general description of lead demolition/renovation work to be performed discussing anticipated chemical and/or physical hazards associated with the work;
 - Map of the site illustrating the location of the anticipated lead hazards and methods and areas of control for these hazards;
 - Permits and notifications necessary for lead in construction work;
 - A step-by-step description of the lead demolition/renovation work to be performed and procedures which will be used;
 - Qualification/certification/training certificates and role of each Contractor's personnel including at least one (1) proposed competent person.

Qualification/certification/training certificates and role of proposed Subcontractor(s);

Qualification/certification/training certificates of proposed testing laboratory(ies).

Health and Safety Plan: Provide a site specific health and safety plan including a worker protection program demonstrating the methods by which all applicable health and safety requirements, including WAC-296-155-176, will be met. The Health & Safety Plan shall be available at all times on the job site. As a minimum, the Health & Safety Plan shall include the following components:

Air Monitoring Plan: Including initial determination, area quality monitoring and personnel exposure monitoring;

Respiratory Protection Plan;

Personal Protective Equipment;

Personal Hygiene Practices;

Administrative Controls;

Emergency Plan;

Site Housekeeping Procedures;

Engineering Controls/Equipment;

Medical Surveillance;

Medical Removal Protection;

Employee Training;

Signage;

Decontamination of Equipment and Areas;

Record Keeping;

Respirator Fit Test Records;

- (1) Medical Examinations: Provide evidence of medical examinations for workers to be used on this project as required by WISHA. Include most recent written physicians opinion regarding employees fitness to perform lead work and utilization of mandatory protective equipment;

Procedures for dust control;

Procedures for prevention of and response to unanticipated/unauthorized releases;

Procedures for runoff control;

Site inspection process/logs/documents;

Procedures for personnel and equipment cleanup/decontamination;

Lead waste management and disposal plan including:

Description of waste streams (liquid and solids including PPE) which will be generated during the site work;

Methods for managing/storing/stock-piling waste materials on-site;

Waste minimization efforts;

Container selection and labeling;

Qualification/certificates of lead waste transportation subcontractor;

Qualification/certification of lead waste disposal facilities;

Documentation of final lead waste transportation and disposition;

Project documentation photographs/forms/daily logs to be used;

C. Job Submittals

1. The following records are to be completed daily and submitted to the Owner on a weekly basis:

Area monitoring

Personnel Monitoring

Site work/daily logs, safety meeting reports and other site-specific documentation

D. Final Submittals

1. Report of completion including;
All monitoring information;
Documentation of final lead waste and decontamination waste disposition;
Certification that the work has been completed pursuant to this Specification.

PART 2 - PRODUCTS

EQUIPMENT AND SUPPLIES

- A. Provide a list and description of equipment and supplies necessary to support the work as described in the Work Plan. Equipment and supplies may include but are not limited to:

1. Chemicals to be used on-site including dust suppressants/wetting agents, fuels/lubricants, cleaning degreasing, and/or welding/cutting supplies
2. Enclosure equipment (for dust control)
3. Demolition equipment
4. Materials and debris hauling/moving equipment

5. Material storage containers and supplies
6. Labels, manifests and other shipping documentation
7. Release prevention equipment

PART 3 - EXECUTION

3.01 WORK AREA PREPARATION

- A. Perform the following preliminary steps to prepare the work areas prior to demolition of lead paint-coated wall systems:
 1. Establish a Control Area that includes a perimeter sufficient to perform the demolition work around each building or area that contains lead or lead-coated materials. The control area shall also consist of the pathway for transport of any lead-contaminated material to a stockpile or storage receptacle if the demolition debris is not immediately transported from the site. Provide and display caution signs, in clearly visible areas, at entrances indicating that hazardous material work is being conducted and that unauthorized persons should not enter. Signs shall be comply with WAC 296-155-176 regulations.
 2. Emergency Procedures: Establish and post written emergency procedures within each work area, including emergency contact names and contact phone numbers, plans for medical emergencies, temporary loss of electrical power or water, and procedures for an emergency. The Contractor is responsible for establishing and posting contingency procedures to all workers on-site.
 3. Health and Safety Briefing: Conduct a health and safety briefing prior to the start of work and weekly to discuss the health and safety plan, hazardous materials, hazardous work and other related items per the specified health and safety plan. More frequent briefings should be performed as required by project activities or changes in the work.
 4. Utilities: Request and coordinate the use and shut down of all utilities. Request and coordinate the use of, including the shut down of electric service to Work Area and install temporary electric supply with ground fault interrupt protection.

Prepare all storm drains, floor and area drains and drainage routes using the methods described in the approved Work Plan to prevent contaminated runoff.
 5. Log-in Sheet: Restrict access to work sites by maintaining a daily log of personnel entering Work Area(s); including workers and other authorized personnel and their start/stop times.
 6. Lead waste Accumulation Area: Prepare the lead-waste storage area as described in the approved Work Plan.
 7. Decontamination Unit: Prepare the decontamination unit for use at all entrances and exits from the Work Area as described in the approved Work Plan.

WORK PROCEDURE

- A. General Procedures: Perform all work and comply with the safety and health provisions in the site-specific Health and Safety Plan. The work includes all measures necessary to adequately protect workers, authorized personnel, Owner staff and the public from lead exposures during the general demolition/renovation process and surface preparation activities.

- B. Coordination of Work of all Trades: Coordinate the work of all trades to assure that work is performed in accordance with the applicable regulations and that the control limits are maintained at all times both inside and outside the control area.
- C. Access to Work Areas: Access to Work Areas shall be through decontamination areas. Only the Contractor, Subcontractors, authorized Owner personnel, and project consultants shall have access to the Work Area.
- D. Means of Egress: Establish and maintain emergency and fire exits from the Work Area.
- E. Prevent dust generation at all times to the maximum extent practicable.
- F. The use of water shall be restricted to the smallest quantity necessary to minimize dust and to avoid the potential of contaminant migration through run-off or ponding. In no case shall liquids generated during building demolition/renovation come into contact with uncontaminated soils, drains, surfaces or conduits which may constitute a release to the environment.
- G. Demolition Procedures: Perform demolition in areas of lead-containing paints in accordance with approved Health & Safety Plans. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead-containing paint is impacted or when building components are demolished. The procedures employed by the Contractor shall not create the potential for contaminating surrounding areas or materials with lead-containing coatings or dust. Dust generation shall be kept to a minimum. Dry scraping, dry sanding, or dry grinding on lead-containing paints or lead contaminated surfaces will not be permitted without a full enclosure.
- H. All lead-coated demolition debris shall be handled, stored and disposed of as to meet applicable Federal, State and local requirements.
- I. Personnel and equipment decontamination as described in the approved Work Plan path to shall occur whenever people or equipment leave the worksite. Decontamination waste shall be packaged, stored, labeled, and disposed of according to all applicable requirements at the cost of the Contractor. All contaminated equipment, tools or materials that cannot be decontaminated shall be stored and disposed of by the Contractor in accordance with all Federal, State and local regulations.
- J. Grossly inadequate health, safety, or environmental precautions on the part of the Contractor or the belief that the Contractor's personnel, the general public or the environment are or may be exposed to an immediate hazard, may be cause for the Owner to suspend the Contractor's site work and ask the Contractor's personnel to evacuate the hazard area. The Contractor shall not be compensated for such delays. The Contractor is responsible for costs identified by the Owner and the Owner's tenants as a consequence of the Contractor's actions.
- K. The Owner may inspect the Contractor's operations and Work Area(s) daily for job site cleanliness and conformance with the Specifications. The Contractor shall locate any fuels, solvents, or lubricants in a common area in a manner which will prevent releases to the environment. Any hazardous materials shall be appropriately labeled with the generic name of the contents and the Contractor's name.

SITE QUALITY CONTROL AND MONITORING

- L. Site Inspection: While performing the work, the Contractor may be subject to on site inspection by L&I/WISHA, OSHA, EPA/Ecology Inspectors and/or local building or health officials. If found to be in violation of pertinent regulations, the Contractor shall cease all work immediately and may not resume work until the violation is resolved. Standby time required to resolve the violation shall be at the Contractor's expense. Complete sets of equipment (such as respirators

and disposable clothing) that may be required for entry to the control area shall be made available at all times by the Contractor to the Owner and/or agency Inspectors for inspection of the control area. Such requests will only be made during working hours.

M. Quality Assurance:

1. Restrict the spread of dust and debris from being distributed over the Work Area.
2. Prevent dust generation at all times to the maximum extent practicable. The use of water shall be restricted to the smallest quantity necessary to minimize dust and to avoid the potential of run-off or ponding.
3. Area air quality monitoring and personnel monitoring shall be conducted throughout the work as appropriate.
4. Air Monitoring: Monitoring of airborne concentrations of lead shall be in accordance with WAC 296-115-176, and as specified herein. Air monitoring, testing, and reporting shall be performed in accordance with an Air Monitoring Plan prepared and signed by the Contractor's Industrial Hygienist. The plan shall include personal monitoring in accordance with regulatory requirements and area monitoring outside the lead control area.

Submit results of air monitoring samples, signed by the Contractor's Industrial Hygienist, within 24 hours after the air samples were taken.

Notify the Owner immediately of the corrective action taken if the exposure to lead is at or in excess of the action level of 30 micrograms per cubic meter of air outside of the lead control area.

If the area air monitoring results are above the action level of 30 micrograms, the Owner shall have the option of stopping all work until the work procedures and lead hazard controls are revised to the Owner satisfaction.

CLEAN-UP, TESTING AND DISPOSAL

- N. Housekeeping: Housekeeping and clean-up procedures are essential tasks for contamination control. Maintain all surfaces throughout the area free of contaminated debris to the maximum extent practicable. Restrict debris from being distributed over the general area. In all possible instances workers shall clean-up their own areas. Equip personnel engaged in cleaning up scrap and demolition debris with necessary respiratory equipment and protective clothing.
- O. Cleanup: Maintain surfaces of the lead control area as free of accumulation of paint chips and dust as practicable. Restrict the spread of dust and debris; keep waste from being distributed over the Work Area. The use of compressed air to clean up the area is strictly prohibited. At the end of each shift, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner, wet mopping the area, or cleanup by other appropriate means.
- P. Testing of Demolition Debris: If the Contractor recycles individual building components and change the Owner-provided waste designation, the Contractor shall test remaining demolition debris in accordance with WAC 173-303 to determine waste designation. The Contractor is responsible to appropriately test and designate the materials and is responsible for any additional costs associated with, but not limited to, testing, transport, disposal, and reporting.
- Q. Disposal of Lead Demolition Waste: The following requirements shall be met for the disposal of lead dangerous waste:

1. Collect lead dangerous waste, scrap, debris, bags, containers, equipment, and lead contaminated clothing that may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1910.1025.
 2. Handle, store, transport, and dispose of lead or lead dangerous waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 40 CFR 265 and WAC 173-303. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
 3. The Owner will provide a Generator EPA Identification Number for dangerous waste if required. Waste cannot be transported or disposed without this number.
 4. The Transporter and Disposal Facility must each have an EPA identification number. The Contractor shall submit the name, address, and EPA Identification Number of the Transporter and Disposal Site to the Owner prior to the disposal of hazardous waste.
- R. Disposal Documentation: Disposal documentation is required for all waste streams. At a minimum, provide a disposal receipt or manifest for all non-dangerous waste streams. For lead dangerous waste, if any is generated, submit written evidence that the hazardous waste treatment, storage, or disposal facility (TSD), or recycling facility is approved for lead dangerous waste disposal or recycling by the EPA and State or local regulatory agencies. Submit one (1) copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262. Final payment for the project shall not be made until all disposal documentation has been submitted and accepted by the Owner.

PART 4 - MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT

- A. No separate measurement or payment for lead control work will be made. Payment for this portion of the Contract will be included in the lump sum price as stated in the Bid Form.

END OF SECTION 02 83 19

SECTION 02 84 16

REMOVAL AND DISPOSAL OF POLYCHLORINATE BIPHENYLS

GENERAL

SUMMARY

The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to this work as if specified in this Section. Work related to this section is described in:

Section 02 82 13 – Asbestos Abatement

Section 02 83 19 – Lead-Containing Paint (LCP) Work Controls

Please refer to the Lewis County Rainier Complex Project Hazardous Building Materials Investigation Report dated March 2021 submitted by Med-Tox Northwest for further information regarding asbestos, lead based paint, and Polychlorinate Biphenyls (PCBs).

This Section includes specifications for the removal, handling and disposal of PCB - containing materials from structures designated for renovation/demolition.

REFERENCES

This Section incorporates by reference the latest revision of the following documents:

Code of Federal Regulations (CFR)

29 CFR 1910 Occupational Safety and Health Standards

40 CFR 761 PCBs Manufacturing, Processing, Distribution in Commerce and Amendments

DEFINITIONS

PCB: Polychlorinate Biphenyls

PCB Article: Any manufactured item, other than a PCB Container, that contains PCBs and/or whose surface(s) has been in direct contact with PCBs. "PCB Article" includes electronic equipment such as capacitors, transformers, electric motors, pumps, pipes, and any other manufactured items such as fluorescent light ballasts.

PCB Article Container: Any package, can, bottle, bag, drum, tank, or other device that contains PCB Articles or PCB Equipment and whose surface(s) has not been in direct contact with PCBs.

PCB Container: Any package, can, bottle, bag, drum, tank, or other device that contains PCBs or PCB articles and whose surface has been in direct contact with PCBs.

PCB Equipment: Any manufactured item, other than a PCB Container or a PCB Article Container, which contains a PCB Article, and includes electronic equipment and fluorescent light ballasts and fixtures.

TSCA: Toxic Substances Control Act – Main federal statute concerned with regulation of the manufacture, distribution, use, and disposal of PCB materials.

SUBMITTALS

PCB Management Plan: Within 21 days after Notice to Proceed.

Record of PCB activities including disposition of each type of PCB-contaminated item removed from the site, Contract changes clearly indicated, project photographs, supervisor's daily field reports, and similar final record documentation.

Copies of waste profiles, transportation, signed disposal manifests from the landfill, and certificates of disposal from the landfill.

Documentation from recycling facility, acknowledging receipt of the sampling data pertaining to the materials received, and confirming the facility's acceptance of the materials as PCB-containing.

Qualifications

Certifications

QUALITY ASSURANCE

Owner may conduct additional sampling for QA/QC purposes.

Qualifications:

Contractor: Trained in hazardous materials abatement, with satisfactory completion of at least three (3) abatement projects of similar scope.

Workers: One (1) year or more experience in the task they are to perform.

Supervisor: Same as Workers, plus eight (8) hours of supervisory training.

Certification:

That personnel working within the control areas have 40 hours OSHA training for handling of hazardous waste and current eight-hour refresher.

That personnel working with the PCB material are under medical surveillance in accordance with the regulations, and are fit-tested for use of respirators, if applicable.

PCB MANAGEMENT PLAN

Explain methods that will be used for removing, staging and disposing of PCB-containing materials.

Include the following components in the plan:

Exposure Monitoring Plan, include person responsible for Air Monitoring Program

Respiratory Protection Program

Personal Protective Equipment

Personal Hygiene Practices, including wash station

Administrative Controls

Emergency Plan

Housekeeping Practices

Ownership Controls/Equipment

Medical Surveillance

Heat and/or Cold Stress Monitoring and Management

Employee Training and Medical Surveillance Certificates

Signage

Plans for disposing of PCB-contaminated items (solid and liquid)

Decontamination of Equipment

Record Keeping

Disposal Facility Information

Transporter Information

Respirator Fit Test Records

Job Hazard Analysis, and Hazard Communication (HCSHSP Addendum; including applicable Material Safety Data Sheets)

Schedule of Activities

PRODUCTS

PERFORMANCE REQUIREMENTS

Materials assumed to contain PCBs are present on the Work Site as indicated in the Hazardous Building Materials Investigation Report dated March 2021 submitted by Med-Tox Northwest.

Handle, transport, and dispose of PCB-containing materials in accordance with current State and Federal regulations, including 40 CFR 761. PCB-containing equipment may include transformers and fluorescent light ballasts.

Assume full responsibility and liability for compliance with federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to Site, and building occupants in areas adjacent to work areas.

MATERIALS AND EQUIPMENT

Equipment, including protective clothing and respirators, used in the execution of this Contract and provided to visitors to the site shall comply with the applicable Federal, State, and local regulations. Use respirators that conform to the OSHA requirements in 29 CFR 1910.134.

Propose an appropriate solvent for decontamination purposes. For metallic surfaces designated for smelting, household cleaning agents such as Simple Green® may be used.

TEMPORARY SERVICES

Existing utilities may be used if of adequate capacity. The power and water distribution systems in existing buildings may not be suitable for the use. Any work found necessary for power distribution and water distribution shall be at the Contractor's expense.

EXECUTION

PREPARATION

Segregate PCB-containing oils or components as necessary for compliance with regulations.

Take measures necessary to adequately protect workers from PCB exposures during the general demolition process.

Collect and analyze representative samples of the suspect material for PCBs to determine appropriate disposal methods.

Segregate PCB containing-material to be disposed of separate from general construction waste as directed by the Owner. Properly package and dispose of PCB-containing items.

PCB REMOVAL

Fluorescent Light Ballasts:

Examine all fluorescent light ballasts for non-PCB labels. Remove and place in drums as PCB-containing if ballasts are not clearly labeled as such.

If leaking ballasts are encountered, wrap them in plastic to prevent spills. Place sorbent material around them in the drum as an added measure of protection.

Decontaminate contaminated light fixtures by wet wiping the surface, followed by a solvent wipe, followed by a second wet wipe.

Dispose of the decontamination items as PCB-contaminated waste.

Transformers:

Conduct sampling and analysis for characterization of the oil in transformers that may be encountered at the Site.

Pump oils determined to contain regulated levels of PCBs into drums for off-site disposal.

Ship the transformer carcass offsite for disposal. The decontamination of the transformers is usually conducted by the disposal facility. However, Contractor may propose to complete the work on Site. Perform the decontamination procedures in accordance with the requirements of the disposal facility. Propose the procedure to be used in the PCB Management Plan.

Handle and dispose of PCB-contaminated soils, concrete, and water as specified herein. Decontaminate equipment coming into contact with the contaminated material by triple-rinsing, as specified herein.

SPILLS

Be responsible for all PCB spills caused as a result of operations. Cordon off the area of the spill and remove and dispose of the contaminated material at own expense.

TRANSPORTATION AND DISPOSAL

Obtain information as needed from the Owner to complete waste profiles and manifests. The Owner will provide an EPA Generator Identification Number for manifesting of dangerous waste. Manifest dangerous waste in conformance to Washington Department of Ecology, EPA, DOT, and all other applicable federal, state, and local regulations. For disposal of all dangerous waste, obtain the signature of Lewis County Materials Coordinator or by an individual delegated with such authority by Lewis County on the Generator's Certification portion of the Uniform Hazardous Waste Manifest.

Prepare and label drums containing PCB waste in accordance with the applicable regulations and requirements.

If the waste is shipped as bulk, line the truck bed and cover the waste with plastic sheeting.

Transport hazardous waste shipments by licensed hazardous waste transportation companies. Provide transporter information as part of the pre-work submittal.

Dangerous waste can be treated or landfilled in an approved landfill, with preference given to treatment. Provide signed copies of the waste manifest from the landfill as well as the certificates of disposal/destruction from the landfill or treatment facility as part of the close-out submittal.

DECONTAMINATION PROCEDURES

Design and construct temporary decontamination facilities such that they can be readily moved to different locations on the Site, if necessary.

Wash down decontamination facilities regularly to remove buildup of sediments. The sediments may be disposed as bulk hazardous waste.

Promptly repair damage to the decontamination facilities.

Individually decontaminate equipment with the following procedures:

Physically remove packed dirt and debris.

First Rinse – Rinse the structure's surfaces using potable water; collect and dispose of the rinsate.

Second Rinse – High pressure wash the surfaces of the equipment using an oil penetrating detergent solution; collect and dispose of washings. Use an application of water or steam sprays that has sufficient temperature, pressure, residence time, agitation, and detergent to remove hazardous materials from surfaces or to remove contaminated debris surface layers. Alternatively, scrub the surface with brush and solvent.

Third Rinse – Rinse the structure's surface a third time using potable water; collect the washings for analysis.

For PCB-contaminated debris to be decontaminated, flush the surfaces of the debris three times with a solvent containing less than 50 parts per million (ppm) PCB. Use a solvent with solubility of PCBs equal to five percent or more by weight. Use a volume of the normal diluent in each rinse equal to approximately ten percent of the PCB container capacity. The solvent may be reused for decontamination until it contains 50 ppm PCB. Dispose of the solvent as a PCB in accordance with TSCA requirements specified in 40 CFR 761 (a). Dispose of non-liquid PCBs resulting from the decontamination procedures in accordance with the provisions of TSCA requirements specified in 40 CFR 761 (a)(4).

END OF SECTION

4.

LEWIS COUNTY
AGREEMENT
GENERAL TERMS AND
CONDITIONS

AGREEMENT

EFFECTIVE DATE: _____

Advance Environmental, Inc., hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Response forms, General and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Project: Campus Abatement and Demolition Project, #31-2027__

Bid Price (with accepted alternates: \$ 305,000.00

The term of this Agreement shall commence upon the date of execution as shown above. This agreement may be renewed or terminated upon written notice provided either by the County or the service provider thirty (30) or more days prior to the effective date of renewal or termination.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 14, 15, 16, 21, 22, and 25, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, _____.

CONTRACTOR:

LEWIS COUNTY

Title of Signatory
Authorized by the firm By Laws

Steve Wohld
Lewis County, Chief of Internal Services

Mailing Address:

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

By:

UBI or Contractors License#

Deputy Prosecuting Attorney

Federal Business Tax ID No.

GENERAL CONDITIONS

1. **Scope of Contractors Services:**

The Contractor agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Lewis County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly; through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. **Assignment and Subcontracting:**

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer or as set forth in Exhibit "A".

4. **Labor Standards and Contract Assistance:**

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions".

5. **Independent Contractor:**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **No Guarantee of Employment:**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. **Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the

applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. **Regulations and Requirement:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

9. **Prevailing Wages**

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

10. **Right to Review:**

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

11. **Modifications:**

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12. **Termination for Default:**

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy- or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's

option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit "A", including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

13. **Termination for Public Convenience:**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

14. **Insurance Coverage:**

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.

15. **Defense & Indemnity Agreement.**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and

all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers; and/or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. Contractor's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom).

This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

16. **Participation by County – Right to participate; Survival of Contractor's Indemnity Obligations; Indemnity for Subcontractors.**

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

17. **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Agreement shall be governed by the law of the State of Washington.

18. **Withholding Payment:**

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. **Payment and Performance Bond**

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

20 **Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

21. **Contractor Commitments, Warranties and Representations:**

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, pieces or options for future acquisition to remain in effect for a fixed period, or warranties.

22. **Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

23. **Disputes:**

A. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, Labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of

additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

24. **Ownership of Items Produced:**

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

25. **Confidentiality:**

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. **Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contract Manager for whom services are rendered, to wit: Steve Wohld, Chief of Internal Services, 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

27. **Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

28. **Waiver:**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. **Survival:**

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, including paragraphs 5, 10, 11, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 29, and 30, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

30. **Entire Agreement:**

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contracting Officer of the COUNTY will be the Director of the Lewis County Chief of Internal Services, or his designee.

Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided on the front page of this Agreement.

C. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may

be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

E. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW chapter 49.28 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR violates the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. Contractor had not employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or receive this contract; and
2. Contractor has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. Contractor has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

- F. To the extent applicable, the parties agree that this agreement and CONTRACTOR'S work does not create or imply a license agreement for the use of software, code, or a computer program. CONTRACTOR agrees that COUNTY shall have the sole and exclusive ownership of all rights, title, and interest in all software, written code, computer programs created or written by CONTRACTOR and that COUNTY has the right of unlimited use of the software, code and programs, including reproduction, modification and sale. CONTRACTOR denies any proprietary rights, including copyrights, trademarks, trade secrets, or intellectual property rights, to any software, code or program.

- G. To the extent applicable, Contractor warrants that the computer code, software, or computer program installed by CONTRACTOR is not patented or copyrighted. CONTRACTOR will defend and indemnify the COUNTY from any claim, cause or demand brought against the COUNTY based upon copyright or patent of the software, computer code, or computer program installed by CONTRACTOR.

5.

Notice Prevailing Wage Requirement

This project has been determined to be “Public Works” as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates for work performed in Lewis County can be found at <https://secure.lni.wa.gov/wagelookup/>. The bid date used is May 4, 2021. These rates may not apply to work performed outside Lewis County.

In addition, successful Contractor may be required to produce Certified Payroll Records upon request.

6.

PERFORMANCE BOND

**PERFORMANCE BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

WE, _____ d/b/a _____ (Insert legal name of Contractor)
(Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is *initially* _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety shall indemnify, defend and protect County against any claim of direct or indirect loss resulting from the failure:
 - (a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract, 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) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to

mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____)

_____) ss: COUNTY OF _____)

ACKNOWLEDGMENT FOR CONTRACTOR

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____.

SEAL →

STATE OF _____)

_____) ss: COUNTY OF _____)

ACKNOWLEDGMENT FOR SURETY

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____.

SEAL ➡

7.

CERTIFICATE
OF
INSURANCE

EXHIBIT 1 -- INSURANCE COVERAGE REQUIREMENTS

✓ INDICATES WHAT TYPE OF INSURANCE IS REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>	
		Each Occurrence	Aggregate
GENERAL LIABILITY			
✓ Comprehensive Form	Bodily Injury	\$1,000,000	\$1,000,000
✓ Premises - Operations	Property Damage	\$1,000,000	\$1,000,000
Explosion & Collapse Hazard			
Underground Hazard			
<u>OR</u>			
✓ Products/Completed Operations Hazard			
✓ Contractual Insurance	Bodily Injury and Property Damage Combined Single Limit	\$1,000,000	\$1,000,000
✓ Broad Form Property Damage, Incl. Care, Custody Control			
✓ Independent Contractors			
✓ Personal Injury	Personal Injury	\$1,000,000	\$1,000,000
AUTOMOBILE LIABILITY			
✓ Comprehensive Form	Bodily Injury (Each Person)	\$500,000	
✓ Owned	Bodily Injury (Each Accident)	\$500,000	
✓ Hired	Property Damage OR	\$500,000	
✓ Non-Owned	Bodily Injury & Property Damage Combined Single Limit	\$500,000	
EXCESS LIABILITY (Over and above automobile and general liability)			
Umbrella Form	Bodily Injury/Property Damage Combined	\$1,000,000	\$1,000,000
OR			
✓ Excess Liability Gap Layer		\$500,000	\$500,000
✓ WORKER'S COMPENSATION and		Statutory	
✓ EMPLOYER LIABILITY		\$1,000,000	
OTHER			
Builder's All Risk	Amount of Contract Price	\$ _____	
Errors & Omissions (Professional Liability)		\$500,000	

Please indicate: Claims-Made Form: _____, Occurrence Form: _____,
Extending Reporting Provisions Avail. _____

The Contractor's insurance company must provide a certificate of insurance on the Lewis County form showing the above required coverage and modified to conform to the following endorsement. The following endorsement must also be signed by the insurer.



INSURED (Legal name and business address)				CERTIFICATE HOLDER:		CONTRACT NUMBER	
				LEWIS COUNTY, WASHINGTON DEPT. OF CENTRAL SERVICES			
				LEWIS COUNTY HISTORICAL COURTHOUSE			
				351 N. W. NORTH STREET CHEHALIS, WASHINGTON 98532			
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:							
This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protection ☐ Deductible \$				General Aggregate \$		
					Products Comp/Ops Aggregate \$ Personal & Advertising Injury \$ Each Occurrence \$ Fire Damage (Any One Fire) \$ Medical Expense (Any One Person) \$		
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability ☐ Deductible \$				CSL \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$		
	EXCESS LIABILITY ☐ Other Than Umbrella Form				Each Occurrence Aggregate \$ \$		
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY \$ (Each Accident) \$ (Disease Policy Limit) \$ (Disease-Each Employee)		
	OTHER						
ADDITIONAL PROVISIONS							
LEWIS COUNTY is included as additional insured as related to the above-mentioned project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than 45 days written notice to the above Certificate Holder, per RCW 48.18.290							
COMPANIES AFFORDING COVERAGE				ISSUING COMPANY, AGENT OR REPRESENTATIVE			
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed,				NAME:			
Company Letter A B C D E				ADDRESS:			
				Authorized Signature _____ Date _____			

8.

BID FORM

