

# **CONTRACT DOCUMENT**

## **PROJECT MANUAL FOR SE 8<sup>TH</sup> STREET PARK, REARD-FREED HOUSE PAINTING**

AUGUST 1<sup>st</sup>, 2012

**CITY OF SAMMAMISH PARKS & RECREATION**



**PROJECT MANUAL  
FOR  
SE 8<sup>TH</sup> STREET PARK  
REARD-FREED HOUSE PAINTING**

Owner:

City of Sammamish,  
Parks and Recreation  
Attn: Kevin Teague  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: 425-295-0578

Lead Based Paint Consultant:

NVL Laboratories, Inc.  
Attn: Syed Hasan.  
4708 Aurora Ave. N.  
Seattle, WA 98103  
Phone: 206-547-0100  
Fax: 206-634-1936

AUGUST 1<sup>st</sup>, 2012

**CITY OF SAMMAMISH PARKS & RECREATION**

<b><u>TITLE</u></b>	<b><u>NUMBER OF PAGES</u></b>
Table of Contents	1
<b>DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT</b>	
00010 Invitation to Bid	2
00100 Instructions to Bidders	2
00150 Bidder's Checklist	1
00300 Bid Proposal (Bid Document)	4
00330 Responsible Bidder Criteria & References (Bid Document)	2
00370 NonCollusion Affidavit (Bid Document)	1
00500 Construction Contract	10
00600 Declaration of Option for Performance Bond or Add. Retainage	1
00900 General Conditions	14
<b>DIVISION 9 - 09900 PAINTING</b>	10
<b>APPENDIX LEAD BASED PAINT SURVEY</b>	
I. Lead Based Paint Survey – NVL Labs	20

**CITY OF SAMMAMISH  
PARKS AND RECREATION DEPARTMENT  
SMALL WORKS ROSTER INVITATION TO BID**

**PROJECT TITLE: SE 8<sup>th</sup> Street Park, Reard-Freed House Painting**  
**BID DUE DATE: 2pm on Tuesday, August 14<sup>th</sup>, 2012**

Bids will be received by the City of Sammamish Parks and Recreation Department to provide lead based paint stabilization and painting of the Reard-Freed House, located at 1516 220<sup>th</sup> Ave SE, Sammamish, WA 98075. Bids will be accepted by hand delivery or mail to

City of Sammamish  
Department of Parks and Recreation  
Attention: Kevin Teague  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

Bids are due by 2pm Tuesday, August 14<sup>th</sup>, 2012

**Project Description:** Work under this contract will include, but not be limited to, surface preparation, lead based paint stabilization, primer and painting of body of house and trim. Project includes compliance with Federal, State and local requirements for stabilization of lead based paint.

**MANDATORY SITE WALK THROUGH:** The City will host a mandatory site walk through at 2pm on August 7<sup>th</sup>, 2012. The house is on private property and this mandatory walk through is the only opportunity to view the house prior to bidding. Please confirm you will be attending the walk through and the address and driving directions will be sent to you. Confirmation can be by phone or email. The home is located in the City of Sammamish.

**Schedule and site limitations:** This project must be complete within 30 (thirty) working days following the issuance of the written Notice to Proceed to the Contractor. Contractor shall only work between 9am and 6pm three days per week, on a pre-arranged schedule. No work will be allowed at other times, including weekends and holidays. The contractor is limited to a maximum of three vehicles on site at a time.

**Prevailing Wages:** This project is defined as Public Work and is subject to prevailing wages per RCW 39.12. Prevailing wage rates can be found on the Washington State Department of Labor and Industries at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid shall be at no additional cost to the City of Sammamish.

**Insurance:** The awarded Contractor shall provide evidence of insurance as described herein. This includes Workers' Compensation, Liability, and Property Damage Insurance. The City of Sammamish shall be named as an additional insured on each policy.

**Bonds:** Bidder has the option of providing a Performance Bond or Additional Retainage

Questions regarding this bid should be directed to Kevin Teague, Parks Project Technician at [kteague@ci.sammamish.wa.us](mailto:kteague@ci.sammamish.wa.us) or 425-295-0578.

The estimated Construction cost for the entire project is \$10,000 dollars. The City of Sammamish reserves the right to reject any and all bids, waive informalities, and make the award in the best interest of the City.

**BID DOCUMENTS:**

**Obtaining Bid Documents:**

**1. Free of Charge:**

Bid documents will be sent by email to a group of applicable contractors that have been registered on the City of Sammamish Small Works Roster.

The City of Sammamish is an Equal Opportunity Employer and encourages women, minorities, and City of Sammamish businesses that are qualified to perform the work to submit a bid on this project to offer their services as a supplier or subcontractor.

## **PART 1      GENERAL**

### **1.01            SCOPE OF WORK**

- A. This project includes, but is not be limited to, surface preparation for painting, lead based paint stabilization, primer application and painting of body of house and trim for the Reard-Freed House. This project includes compliance with Federal, State and local requirements for stabilization of lead based paint. The work to be performed shall include furnishing all labor, permits, inspections, certifications, materials and equipment necessary for the construction of the above referenced project, related appurtenances, and performing all work as required by the contract in accordance with the Contract Specifications, Instructions to Bidders, and all contents of the Project Manual, all of which are made a part hereof.

### **1.02            PREPARATION AND SUBMISSION OF BID**

- A. Each bid must be submitted on the bid proposal form enclosed. All blank spaces for bid prices must be filled in, either in ink or typewritten. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid. The proposal must be signed.

Sealed Bids shall be submitted to the City of Sammamish City Hall, 801 228th Avenue SE, Sammamish, WA, 98075. Hand delivered bids should be presented to the RECEPTION desk on the main floor. **Bids will be accepted prior to 2:00 p.m. on Tuesday August 14<sup>th</sup>, 2012. There will be NO public bid opening.**

### **1.03            ADDENDA AND INTERPRETATIONS**

- A. All addenda shall become part of the bid package. Receipt of any addenda issued by the City on this project must be indicated on the bid proposal. Contractors selected to bid will receive email notification of any addenda that are issued.

### **1.04            SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds per contract agreement, as required by RCW 39.08.010, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be duly authorized by a surety company satisfactory to the Owner.

### **1.05            BID BOND**

- A. No bid bond is required for this project.

### **1.06            LAWS AND REGULATIONS**

- A. The bidder's attention is directed to the fact that all applicable Federal, State and Municipal ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed

to be included in the contract the same as though herein written in full. This includes how surfaces with lead based paint are handled. The contractor must be certified for Renovation, Repair and Painting surfaces that disturb lead-based paint. The contractor must be certified by the Washington State Department of Commerce. Additionally, the contractor shall have a "Certified Renovator" on site through the duration of the surface preparation and lead based paint stabilization. The "Certified Renovator" shall be certified by the Washington State Department of Commerce or another acceptable EPA program in working with lead-based paints.

**1.07 NON-COLLUSION AFFIDAVIT**

- A. Each bidder shall complete and properly execute the Non-Collusion Certificate included in these specifications and shall submit same as a part of his bid proposal.

**1.08 OBLIGATION OF BIDDER**

- A. At the time of the submission of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the specifications and contract documents (including any addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

**1.09 TIME OF COMPLETION**

- A. The Contractor shall complete the work in all respects within 30 working days from the date written in the notice to proceed. Notice to Proceed (NTP) is intended to commence September 10<sup>th</sup>, 2012 however, this date is subject to change without notice.

**1.10 DUMP SITES**

- A. Materials shall be dumped in a location approved by King County and the City of Sammamish. Construction waste shall be dumped legally and in accordance with Federal, State and Local restrictions. No construction waste shall be buried, burned or distributed on the property.

**1.11 PERMITS**

- A. No permits are required for this project

END OF SECTION

**BIDDER'S CHECK LIST**  
**Limited Small Works**

**REQUIRED FORMS:**

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

1. **Bid Proposal with Signiture Sheet**  
The lump sum items must be shown in the space provided. To be filled in and signed by the Bidder.
2. **Responsible Bidder Criteria and references**  
To be completed and submitted with the bid.
3. **Non-Collusion Affidavit**  
To be signed and submitted with the bid. Failure to complete the aforementioned forms and to submit said forms with the bid, shall be due cause for rejection of bid.

**AGREEMENT FORMS:**

The following forms are to be executed and the following Certificates of Insurance are to be provided after the Contract is awarded and prior to Notice to Proceed.

1. Contract Agreement
  - a. Tax Identification Number
2. Performance and Payment Bond (or 50% retainage in lieu of)
3. Delaration of Option for Performance Bond or Additional Retainage
4. Certificate of Builder's Risk "All Risk" Insurance from General Contractor
5. Certificate of Insurance
6. City Business License

END OF SECTION

**BID PROPOSAL**

Bidder.....

Date .....

Honorable Mayor and Council  
City of Sammamish  
Sammamish, Washington  
Gentlemen / Ladies:

Pursuant to and in compliance with your invitation for bids for the **SE 8th Street Park, Reard-Freed House Painting**, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the contract specifications as well as the premises and conditions affecting the work and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvement, in strict accordance with the contract documents, and specifications for the amount shown, which **DOES NOT** include WA State Sales Tax (WSST will be added to the contract awarded after bidding):

**SUMMARY OF WORK**

*All items are complete in place as depicted in plans, details and specifications. Contractor is responsible for all quantity take offs.  
Bid prices provided herein will be used for any additions and/or deletions to contract.*

**SCHEDULE A: BASE BID IMPROVEMENTS**

*Description of Item, refer to plans and specifications*

*please fill out each blank cell*

**DEMOLITION AND EROSION CONTROL**

1	LS	Surface Preparation
1	LS	Lead-Based Paint Stabilization/Primer
1	LS	Painting

\$
\$
\$

**TOTAL BID FOR SCHEDULE A** (do not include tax)

\$
----

*Total Bid for Schedule A in words (spelled out)*


**TOTAL BID PRICE ALL SCHEDULES** (do not include tax)

\$
----

*Total Bid in words (spell out)*


*All items are complete in place as depicted in plans, details and specifications. Contractor is responsible for all quantity take offs.*

**RECEIPT OF ADDENDA**

Receipt of Addenda numbered (if necessary) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ is hereby acknowledged.

**BASIS OF AWARD**

A contract will be awarded, if at all, based on the lowest responsible bidder for the **TOTAL BID PRICE for All Schedules** Bid Alternate Schedules may or may not be awarded.

**TIME FOR COMPLETION**

**Construction shall be completed within 30 WORKING DAYS from the written Notice to Proceed.** If not completed by such date, the Contractor shall be liable to the City for damages. The Owner and Contractor agree that in the event this project is not completed on time, the Owner's damages are difficult to calculate. As a result, Liquidated Damages shall be assessed according to WSDOT Standard Specifications, 1-08.9 for each calendar day that the work is not completed within the specified time of completion.

If the undersigned is notified of the acceptance of this proposal within forty-five (45) days of the time bids are due (August 14<sup>th</sup>, 2012), the undersigned agrees to execute a contract for the above work bid, in the form of the contract bound in these specifications.

The party by whom this proposal is submitted and by whom the contract will be entered into, in case the award is made to him, is

.....Corporation/Partnership/Individual  
*Firm Name* (Circle One)

.....  
*Main Contact Name*  
doing business at

.....  
*Address* *City,* *State* *Zip*

.....  
*E-mail Address*

which is the address to which all communications concerned with this proposal and contract should be sent.

The name of the president, treasurer and manager of the bidding corporation, or the names of all persons and parties interested in this proposal as partners or principals are as follows:

Name & Title	Address
.....	.....
.....	.....
.....	.....
.....	.....

**PROPOSAL SIGNATURE SHEET**

**PROJECT: SE 8<sup>th</sup> ST. PARK, REARD-FREED HOUSE PAINTING**

..... 20.....  
(Date)

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

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

By:.....  
(Signature of Authorized Official) (Printed Name of Authorized Official)

.....  
(Printed Name of Bidder) (Printed Title of Authorized Official)

Address.....

- Note:
- (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
  - (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

END OF SECTION

**RESPONSIBLE BIDDER CRITERIA & REFERENCES**

- A. Responsible Bidder Criteria: In accordance with RCW 39.04, before award of a public works contract, a Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The Bidder must:
1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
  2. Have a current state unified business identifier (UBI) number
  3. If applicable, have industrial insurance coverage for the Bidder's employees working Washington as required in Title 51 RCW
  4. If applicable, have an employment security department number as required in Title 50 RCW
  5. If applicable, have a state excise tax registration number as required in Title 82 RCW
  6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your bid as being "**Non-Responsive**". *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. \_\_\_\_\_
2. State of Washington Unified Business Identifier No. \_\_\_\_\_
3. Employment Security Department No. \_\_\_\_\_
4. State Excise Tax Registration No. \_\_\_\_\_
5. Proof of Wa. St. Dept. of Commerce LB Paint certification for RRP \_\_\_\_\_
6. Name and proof of certification of "Certified Renovator" to be on site during surface preparation and LB paint stabilization \_\_\_\_\_
7. Is the payment of Worker's Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker's Comp account with the WA State Dept. of Labor & Industry please explain why.
  - ☐ Yes
  - ☐ No (If No, you are not eligible to bid on this project
  - ☐ No Account – Explain why: \_\_\_\_\_

BID DOCUMENT

SE 8<sup>th</sup> Street Park  
Reard-Freed House Painting  
Section 00330

Responsible Bidder Criteria & References

6. Are you disqualified from bidding on public works projects in the State of Washington?  
[ ] Yes (If Yes, you are not eligible to bid on this project)  
[ ] No

- B. References: List of five public projects of a similar nature which have been completed by the contractor within the last five years and the gross dollar amount of each project:

Project Name	Agency & Contact #	Phone No.	Year Complete	Bid Amount
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

END OF SECTION

STATE OF WASHINGTON     )  
                                      ) ss                   NON-COLLUSION AFFIDAVIT  
COUNTY OF KING         )

\_\_\_\_\_, being first duly

sworn, on his oath says that the bid submitted, is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person therein named; and he further says that the bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

\_\_\_\_\_  
CONTRACTOR

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

residing at\_\_\_\_\_.

My commission expires\_\_\_\_\_.

END OF SECTION



## SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and (contractor name)  
Project: Se 8<sup>th</sup> Street Park, Reard-Freed House Painting  
Commencing: (date)  
Terminating: (date)  
Amount: (bid amount excluding tax) plus (estimated sales tax)

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and (contractor name), (the "Contractor").

## RECITALS

**WHEREAS**, the City desires to contract with the Contractor for (project) and

**WHEREAS**, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

**2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B” or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

#### **4. Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**5. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document,

signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**6. Insurance.** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **7. Prevailing Wages/Prevailing Wages**

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all

laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**8. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**9. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

## **10. Termination.**

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**11. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

**12. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**13. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

**14. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**15. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing

party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**16. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**17. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**18. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**19. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

City of Sammamish, and

Contact Name: Kevin Teague

Street Address: 801 228<sup>th</sup> Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0578

Contact email: [kteague@ci.sammamish.wa.us](mailto:kteague@ci.sammamish.wa.us)

**TO CONTRACTOR:**

Contractor:  
contractor name

Contact Name:

Street Address:

City, State, Zip:

Phone:

Contact email: (contact email address)

CITY OF SAMMAMISH, WASHINGTON

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

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

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

CONTRACTOR, WASHINGTON

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

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

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

Attest/Authenticated:

---

City Clerk

Approved as to Form:

---

City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

This project includes, but is not be limited to, surface preparation for painting, lead based paint stabilization, primer application and painting of body of house and trim for the Reard-Freed House. This project includes compliance with Federal, State and local requirements for stabilization of lead based paint. The work to be performed shall include furnishing all labor, permits, inspections, certifications, materials and equipment necessary for the construction of the above referenced project, related appurtenances, and performing all work as required by the contract in accordance with the Contract Specifications, Instructions to Bidders, and all contents of the Project Manual, all of which are made a part hereof.

EXHIBIT B  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Corporation           | <input type="checkbox"/> Partnership     | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Business Name: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)

EXHIBIT C

BOND No. \_\_\_\_\_



## PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the \_\_\_\_\_ day of, 20\_\_\_\_\_, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: \_\_\_\_\_

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

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

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

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

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

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

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**IMPORTANT:** Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.

## **Declaration of Option for Performance Bond or Additional Retainage Limited Small Works**

**Project:**

SE 8<sup>th</sup> Street Park, Reard-Freed House Painting

**NOTE:**

This form must be submitted at the time the Contractor executes the contract.

Per RCW 39.08.010

On contracts of thirty-five thousand dollars or less, at the option of the contractor the respective public entity may, in lieu of the bond, retain fifty percent of the contract amount.

Thus, the Contractor elects to:

- \_\_\_\_\_ (1)     Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding \$35,000.
- \_\_\_\_\_ (2)     Have the City retain, in lieu of the performance bond, fifty percent (50%) of the total contract amount for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Sammamish, Washington, its officers and agents from any claim for such payments, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

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

Title \_\_\_\_\_

**1.01 GENERAL**

- A. All work included in this project shall be done according to the Specifications attached herein and with the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction, as issued by the WSDOT and American Public Works Association Washington State Chapter. The Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. The legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

**1.02 DEFINITION**

- A. Throughout these General Conditions references to “The City” indicate the City of Sammamish.

**1.03 AWARD OF CONTRACT**

- A. A contract will not be awarded until the City is satisfied that the successful bidder is familiar with this type of work and has the necessary capital and tools to satisfactorily complete the project. The right is specifically reserved by the City to reject any or all proposals, to accept the proposal of the lowest responsible bidder, to readvertise for new proposals, or waive any informalities in the bidding. Upon award of the contract, a notice to proceed will be issued and work shall begin within ten days of the date of the notice to proceed.

**1.04 CONTRACT DOCUMENT**

- A. This Project Manual shall constitute the contract entered into by the City, and any successful Bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Technical Specifications, General Provisions, Instructions to Bidders, Invitation for Bid, and Proposal and Bid Form.

**1.05 FAILURE TO EXECUTE CONTRACT**

- A. Failure to execute the Contract in compliance with this Project Manual shall result in forfeiture of the proposal bond or deposit of the Bidder. If this should occur, the Owner may then award the Contract to the next lowest responsive, responsible Bidder or reject any or all bids.

**1.06 ALTERATION OR MODIFICATION OF SPECIFICATIONS AND PLANS**

- A. No alteration or modification of the terms and conditions of these specifications, contracts, and plans will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the City.

**1.07 ADDITIONS OR DELETIONS**

- A. The City reserves the right to add or delete work from this contract, subject to appropriate adjustments to the contract price.

**1.08 NOTICE TO PROCEED**

- A. The Notice to Proceed will be given after the Contract has been executed and approved by the City or, where applicable, by State or Federal agencies responsible for funding any portion of the Project. The Contract Time allowed for Substantial Completion of the Work shall begin within 10 calendar days after the date the Notice to Proceed is issued. The Contractor shall not commence the Work until the Notice to Proceed has been given by the City.

**1.09 HOURS OF WORK**

- A. Monday – Wednesday: 9:00 a.m. to 6:00 p.m.  
Thursday through Sunday and holidays: NO WORK

**1.10 CONSTRUCTION TIME LIMIT**

- A. All of the work and materials contemplated to be included in this project shall be completed within the contract time as stated in the proposal herein. Contractor agrees to pursue completion of the project at all reasonable times and to discontinue only if delayed by inclement weather. In the event that contractor shall fail to proceed with the contemplated work for more than ten working days, contractor shall be deemed to have abandoned the project, and the City may elect to terminate the contract and thereafter proceed to complete the contract through its own forces or through an independent third party. In such event the contractor herein shall be responsible for all expenses reasonably incurred by the City in completing the work. The contractor will also be responsible for all legal, engineering or other costs caused by the contractor's abandonment, failure or refusal to complete the project within the time provided.

**1.11 DELAYS & EXTENSION OF TIME**

- A. The contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In Lieu thereof, the Contractor will be granted equitable extensions of time for which liquidated damages will not otherwise be claimed by the City under the following circumstances:
1. A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of the City.
  2. Time lost due to inclement weather which could not have been anticipated by Contractor, subject to the approval of the City, will entitle the Contractor to an extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods.
  3. If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Proposal, at the time the award of the Contract is made, the Contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.

- a. Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of time.

**B. Suspension of work by owner**

1. The owners representative may order all or any of the Work for such period as he/she deems proper because of unsuitable weather or such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the work, or because of the failure of the contractor to perform any provisions of the Contract or orders given to him/her. The Contractor shall not suspend work unless ordered or authorized to do so by the Owner, and the contractor shall immediately comply with such an order when given. The contractor shall resume the suspended work when ordered by the Owner to do so.
2. Suspension of work by the Owner shall not be grounds for any claim by the Contractor for damages. The periods of suspension including but not limited to unsuitable weather conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, shall be allowed as non-working calendar days unless the Owner concludes that the Contractor could have performed the suspended work if he/she had diligently prosecuted the Work prior to such suspension, and the Contract completion date shall be extended by such number of calendar days of parts thereof. This time extension shall be the Contractor's sole remedy and the Contractor shall not be entitled to any damages for delay associated with such suspension of work. Any suspension due to the failure of the Contractor to carry orders or perform work shall not be grounds for allowance of time but shall be counted as work days and not relieve the Contractor from any responsibility assigned under the Contract.
3. Upon encountering asbestos or materials suspected of containing asbestos, the Contractor shall stop work in the subject area and not remove, cut, or repair said material, nor shall the contractor enter or work in any area suspected of containing asbestos with damaged covering material, until so directed by the Owner or as specified by the Contract. The Contractor shall make every effort to minimize the impact of any disruption or stoppage of work, and promptly notify the Owner's Representative.

**1.12 CONTRACT RESTRICTION**

- A. Time of Completion: The work of this Contract shall commence immediately after the effective date of the Notice to Proceed and shall be fully completed within the specified number of working days. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of Work to be done hereunder are ESSENTIAL CONDITIONS of this

Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- B. Liquidated Damages: If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner an amount of money for each working day of delay after the time is set, not as a penalty but as liquidated damages for loss of use of the facility. The amount of money shall be as described in Instruction to the Bidders. This amount may be retained by the Owner and deducted from periodic payments to the Contractor.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner: Provide further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority or allocation order duly issued by the Government, and
2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather, and
3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections 1 and 2 of this paragraph; Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

- C. The foregoing provision for liquidated damages is in addition to and not in limitation of any other rights or remedies available to the Owner.

### **1.13 EQUIPMENT AND MATERIALS SPECIFIED**

- A. Within these Contract Documents, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the City. It is not the intent of these Specifications to exclude other processes or materials of a type and quality

equal to those designated. Whenever a manufacturer's name, brand, or item designation is given, it shall be understood that the words "or equal" follow such name or designation whether in fact they do so or not. The phrase "or equal" is not to be construed so as to mean that material, equipment will be approved as equal by the City; such approval shall not be effective unless and until the item has been specifically approved in advance and in writing by the City. No additional compensation or extension of time will be allowed the Contractor for any changes required to adopt substitute material or equipment therefore, the Contractor's proposal, including any approved substitutions shall include all costs for any modifications to the Work which may be necessary for approval and adaptation of the proposed substituted equipment.

#### **1.14 SAFETY MEASURES**

- A. All Work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, EPA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- B. The Project Manager's review of the Contractor's work plan, sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the construction site. The Project Manager does not purport to be a safety expert, is not so engaged in that capacity under this Contract, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.
- C. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

#### **1.15 CHANGES IN THE WORK**

- A. The City may, at any time, without notice to the sureties, and without invalidating this Contract, by order designated or indicated to be a change order or directive, make any change, including modifications to, additions to or deletions from the Work within the general scope of the Contract, including but not limited to changes:
  - 1. In the Plans and Specifications;
  - 2. In the quantities or performance of the Work;
  - 3. In the Owner-furnished facilities, equipment, materials, services or site; or
  - 4. Directing acceleration or suspension of the performance of the Work.
- B. If the Contractor intends to assert a claim for a change in work he/she shall, within 10 calendar days after the furnishing of its notice, submit to the City a written statement setting forth the

general nature and monetary and other impact of such order, unless this period is extended, in writing, by the City.

- C. Approval of certain changes and overruns must be made by the City Officials. Therefore, it is imperative that changes or overruns be anticipated to allow enough time for approval prior to commencing the affected work.
- D. Changes in the Work may be authorized in accordance with the General Conditions; charges for the work covered by approved change orders shall be submitted by the Contractor on an approved breakdown sheet and, unless otherwise agreed, the costs shall be determined in the following manner:
  - 1. Additive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into the work; ownership or rental costs of any equipment during the time of use on the extra work per the current blue book; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus a maximum of 10% of the total of the items listed hereinbefore as overhead and profit, which shall include the cost of performance bonds, and the cost of all "offsite, extended, or unabsorbed" overhead. The markup for overhead and profit, including the cost of performance bonds, for work performed by major subcontractors including mechanical and electrical subcontractors, shall be limited to a maximum of 8%.
  - 2. Deductive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into, or omitted from, the work; ownership or rental costs of any equipment during the time of use for the period of the change; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus 8% of the total items listed hereinbefore as a factor for overhead and profit. The factor for overhead and profit which shall be deducted for the work of major subcontractors including mechanical and electrical subcontractors shall be 5%.
- E. Subcontract Proposals: Where a proposal from a subcontractor is involved in a change in the Work, the Contractor shall require that his/her proposal for the extra work be governed by the same requirements that govern the Contractor's costs for the extra work.
- F. The Contractor shall not be entitled to any claim for 'extended overhead' or 'unabsorbed overhead', or any off-site overhead.
- G. Change Order Form: Use attached contract form for change orders.

#### **1.16 INCREASED OR DECREASED QUANTITIES**

- A. In the case of unit prices, when accepted quantities of Work vary from the original bid quantities, payment will be at the unit contract prices for accepted work unless the total quantity of any contract item increases or decreases by more than 25% of the original bid quantity.

#### **1.17 ONE-YEAR WARRANTY**

- A. The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance by the Owner of the work. The Contractor shall repair, remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year period, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect expected. In the event of failure to comply with the above-mentioned conditions within two (2) weeks after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges thereof immediately on demand. Such action by the Owner will not relieve the Contractor of the warranties required by this article or elsewhere in the Project Documents.
- B. The Performance and Payment Bond shall continue in full force and effect until Final Acceptance of the physical work.
- C. If in the opinion of the Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Owner or to prevent interruption of the operation of the Owner, the Owner will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this article, proceed to make such correction, the cost of which shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the warranties required by this article or elsewhere in the Project Documents.

#### **1.18 METHODS AND EQUIPMENT**

- A. The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of work and will enable the Contractor to complete the work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.

#### **1.19 PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

- A. The Contractor shall furnish both a Surety Performance Bond and a Labor and Material Bond each in the full amount of the contract price which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, material and taxes. The Labor and Material Bond shall be in force until completion of the project and acceptance by the City, and also for such period following acceptance by the City which the law allows liens to be filed. The Performance Bond shall remain in effect for a minimum of one (1) year after acceptance by the City, as respects faulty workmanship and materials. This Performance Bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto.

**1.20 LICENSES, INSPECTIONS, PERMITS, AND TAXES**

- A. The Contractor shall procure all permits, required inspections, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**1.21 HOLD HARMLESS**

- A. The Contractor agrees to indemnify and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Contractor's express or implied obligations under this contract. Contractor waives any right of contribution against the City.
- B. For the purposes of applying RCW 4.24.115 to this contract, Contractor and City agree that the term "damages" applies only to the finding in a judicial proceeding and it exclusive of third party claims for damages preliminary thereto.
- C. It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workman's Compensation Acts, disability benefits acts or other employee's benefit acts. City and Contractor agree that all third party claims for damages against the City of which contractor's insurance carrier does not accept defense of the city may be tendered by the City to the Contractor who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. City retains the right to approve claims investigation and legal counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void and the City shall be responsible for all damages payable to the third party claimant. In the event that the City and Contractor agree or a court finds that the claims arises from or includes negligence of both the Contractor and the City, the Contractor shall be responsible for all damages payable by the Contractor to the third party claimant under the court findings, and, in addition thereto, the Contractor shall hereunder indemnify the City for all damages paid or payable by the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Contractor. For example, where the Contractor is 25% negligent, the Contractor shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.

**1.22 WORKER'S BENEFITS**

- A. The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

- B. The Contractor shall include in the various items in the bid proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverage's. The Contractor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the US Department of Labor or the Washington State Department of Labor and industries regarding the insurance coverage.
- C. After Final Completion of all Work on the project, the Contractor shall submit a "Request for Release" to the Washington State Department of Labor and industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

### **1.23 CONTRACTOR'S LIABILITY & PROPERTY DAMAGE INSURANCE**

- A. The Contractor shall not commence Work under this Contract until the Contractor has furnished evidence (in duplicate copy) of all policies of insurance required hereunder, and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to commence Work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the Work.
- B. The Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability and Automobile Liability Insurance, as detailed herein. The insurance policies shall include the City, and others if required by the Contract Documents, as Additional Named Insureds. All insurance policies shall be endorsed to provide that no policy shall be canceled, materially changed or reduced in coverage until after thirty (30) days prior written notice has been delivered to the City. The word "endeavor" is not acceptable language regarding this required notification period. There shall also be included contractual coverage sufficiently broad to insure the CONDITIONS of Subsection 3.18 "Hold Harmless" clause.
- C. Commercial General Bodily Injury and Property Damage Insurance shall include:
  - 1. Premises & Operations;
  - 2. Owners and Contractors Protective
  - 3. Products Liability, including Completed Operations Coverage;
  - 4. Contractual Liability;
  - 5. Broad Form Property Damage.
- D. Automobile Bodily Injury and Property Damage Insurance shall be written with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:
  - 1. All owned automobiles;
  - 2. Non-owned automobiles;
  - 3. Hired automobiles.

- E. The insurance coverage's listed above shall protect the Contractor and the City from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this Project.
- F. Commercial General Liability Insurance shall be written with limits of liability in no case less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in the aggregate.
- G. Umbrella Liability Insurance shall be written on a following form basis with limits of in no case less than \$2,000,000.
- H. Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.
- I. Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including loss of use thereof, and shall not exclude:
  - 1. ("X") Injury to or destruction of any property arising out of blasting or explosion;
  - 2. ("C") Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:
    - a. to excavation, including borrowing, filling or backfilling in connection therewith, or tunneling, pile driving, cofferdam Work or caisson Work, or
    - b. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
  - 3. ("U") Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or
    - a. Injury to or destruction of property at any time resulting therefrom.
- J. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.
- K. The Contractor shall furnish the City, certified copies of the insurance policy or policies, including all endorsements required hereunder, within ten calendar days following notice of award.

#### **1.24 CONTRACTOR'S BUILDER'S RISK INSURANCE**

- A. Before commencement of the Work, the Contractor will submit written evidence that he/she has obtained and will maintain for the period of this Contract, Course of Construction Completed Value Insurance Coverage (including Earthquake, Flood, Landslide, Collapse and Damage resulting from Faulty Workmanship, Material or Design;) upon the entire Work which is the subject of this Contract, and including completed Work and Work in progress until the

Project is accepted by the City as complete. Such insurance shall include the City as Additional Named Insured.

- B. Such insurance may have a deductible clause but not to exceed \$5,000.00 (The deductible on Earthquake, Flood and Landslide may be in accordance with the Underwriters' requirements). Builders' Risk "All-Risk" Insurance shall include provisions for Flood and Earthquake, on a 100% completed value basis on the insurable portion of the Project. The Contractor shall be responsible for all deductible amounts.

#### **1.25 COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

- A. The Contractor shall maintain Workmen's Compensation Insurance as required by State statute for all of his/her employees to be engaged in work on the project under this contract. Should any work be subcontracted, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work. The contractor's Labor and Industries account number shall be noted in the Proposal in the space provided.
- B. In the event any class of employees engaged in work under this Contract at the site of the project is not covered under the Workmen's Compensation Insurance as required by the State statute, the contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.

#### **1.26 CONTRACTOR RESPONSIBLE FOR WORK**

- A. The contractor shall be responsible for all work and any necessary repairs resulting from the work for a period of one (1) year after the work has been completed and accepted by the City in writing.

#### **1.27 POSSESSION**

- A. The City reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the work as a whole or any part thereby. Any claims which the City may have against the contractor shall not be deemed to have been waived by such use and occupancy.

#### **1.28 RISK OF LOSS**

- A. The contractor will assume all risk of loss of materials, equipment or other supplies through theft, fire, act of God, or any other cause until the Final Estimate has been submitted by the Engineer, and approval thereof by the City, which approval shall constitute acceptance of the Project by the City, and risk of loss shall thereafter transfer to the City. No partial payment or advance by the City of Sammamish shall change the risk of loss as herein provided.

**1.29 APPLICABLE LAW AND FORUM**

- A. Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

**1.30 WAGE RATES**

- A. The contractor and all subcontractors are required to abide by Section 1-07.9 of the Standard Specifications and the state's Prevailing Wage Act, Chapter 39.12 RCW and 49.28 RCW. A copy of current wage rates is attached and made a part of this contract. No worker shall be paid less than the specified hourly rate. The contractor and all subcontractors must submit a "Statement of Intent to Pay Prevailing Wage" approved by the Department of Labor and Industries to the City of Sammamish prior to any payments being made. All fees are the responsibility of the Contractor. The Contractor shall post a "Statement of Intent to Pay Prevailing wages" and a copy of the current prevailing wage rates on the project site.
- B. It is the Contractor's responsibility to see that all subcontractors comply with the above. Progress payments will not be released until all subcontractors have complied. The names of the Subcontractors must be included on the invoice id the Contractor is billing for services performed by Subcontractors on the progress payment.
- C. The "Intent to Pay Prevailing Wages" forms must be submitted during the project if the Contractors Employees or Subcontractors change.
- D. On-going Contracts need to submit a new "Intent to Pay Prevailing Wages" form at the beginning of each calendar year.
- E. Following completion of the Project, the Contractor and each subcontractor shall submit an "Affidavit of Wages Paid." Retainage will not be released until all affidavits have been received.

**1.31 PAYMENT**

- A. Progress Payments: Progress payments will be made based upon the value of the work performed and of the materials suitably stored at the site, up to the 20th day of the previous month, as determined by the Owner's Representative, less the aggregate of any previous payments and retainage as noted.

**1.32 RETAINAGE**

- A. Retainage will be held back at 5% of each pay request. Retainage will be held in an account at the direction of the Contractor, per the forms included in these documents. Any costs associated with hold these funds in any account shall be borne by the Contractor. Retainage shall be available to the Owner to meet obligations which the Contractor incurs but does not meet, or to meet obligations to the Owner or Owner's Representative incurred through conditions of the contract. Retainage does not relieve the Contractor of any obligations of the

contract, nor of any financial obligation which retainage is not sufficient to meet. Retainage or use of retainage shall not reduce the Contractor's requirements under this contract.

1. Per RCW 60.28.050: "Upon final acceptance of a contract the officer disbursing the payment shall notify the Department of Revenue of the completion of contracts over \$20,000. Such officer shall not make any payment until it has received from the Department of Revenue a certificate that all taxes, increases and penalties due from the contractor and all taxes due and to become due with respect to such contract have been paid in full."
  2. Per RCW 60.28.011, requires the disbursing office must also observe a forty-five (45) day period from the date of semi-final acceptance, before the release of retainage to allow a reasonable period of public notification in order to place any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.
- B. It is the Contractor's responsibility to see that all subcontractors comply with the above. Progress payments will not be released until all subcontractors have complied.
- C. If the Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review at least thirty (30) days prior to first deposit.

### **1.33 DISPUTE RESOLUTION**

- A. Should the parties be unable to resolve a dispute arising from the operation of this Agreement, the parties agree to submit the dispute to binding arbitration as provided by RCW 7.04 et. seq. The arbitrator shall be as selected by the parties or, if the parties are unable to agree, as appointed by the presiding Judge of King County; the prevailing party shall be awarded costs as a part of the decision of the arbitrator.
- B. "Costs" shall include, without limiting the generality of such term, expense of investigation of any claim, consulting engineering expense, expense of depositions, exhibits, witness fees, including reasonable expert witness fees and reasonable attorney's fees, and also includes all such costs and fees incurred in connection with any appeals.. The obligation of payment under this clause shall be incorporated in any decision rendered in such action.

### **1.34 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- A. Unless the Contractor is exempt by Presidential Executive Order 11246 as amended by Executive Order 11375, the Contractor agrees not to discriminate against any client, employee, or applicant for employment of services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or termination's; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City of Sammamish unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely;

this includes the compliance with Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1984.

**1.35 MINORITY AND WOMEN BUSINESS ENTERPRISE**

- A. Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. Upon request Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation.

END OF SECTION

# **DIVISION 9**

## **PAINTING**

## SECTION 09900 - PAINTING

### PART 1 - GENERAL

#### 1.1. RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions apply to this Section.

#### 1.2. SUMMARY

- A. This Section includes surface preparation and painting of the following:
  - 1. Extent of painting as herein specified.
  - 2. "Paint" as used herein means all coating systems materials, including Primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as primer, intermediate or finish coats.
  - 3. Work includes painting and finishing of house exterior surfaces and exterior trim including surface preparation, lead based paint stabilization and priming of house and trim.
- B. Colors:
  - 1. Selected by the Architect/Owner from samples and textures prepared on the work by the Contractor.
  - 2. Not more than 5 different paint colors will be required for exterior work, including doors and frames.
  - 3. Where directed by the Architect, the Contractor shall provide custom colors to match Architect's samples, or as required to achieve the color desired by the Architect.

#### 1.3. QUALITY ASSURANCE

- A. References
  - 1. Except as hereinafter specified, for materials and workmanship, conform to the "Architectural Painting Specification Manual" as published by the Master Painters Institute, hereinafter referred to as "MPI", as published by:

International:

Master Painters Institute  
4090 Graveley Street  
Burnaby, BC  
Canada V5C 3T6

United States of America:

PDCA – Painting & Decorating Contractors of America  
3913 Old Lee Highway, Suite 33-B  
Fairfax, Virginia 22030-2433  
703-359-0826  
[www.pdca.org](http://www.pdca.org)

State of Washington:

PDCA – Washington State Council  
870 SW 136<sup>th</sup> Street  
Burien, WA. 98166  
206-243-7477

2. Work in this Section may be inspected and tested by an independent inspection agency at the Owner's option and expense. If the Owner engages a testing agency, notify inspection agency at least ten (10) full working days prior to starting work under this Section. Allow full access to the work and give full cooperation at all times with the inspection agency in the performance of their duties of inspecting and testing the work. Painting contractor shall repair all destructive testing sites.
3. Conform to above Manual's entire standards for "Custom" materials and work, except as otherwise indicated. Consult Manual for surfaces not specifically mentioned in this Section.
4. Inspection and testing fees for work of this Section shall be paid for by the Owner. The Contractor, shall, however, make all arrangements with the testing agency and notify them of award of contract, the amounts of the contract, and the commencement of work.
5. SSPC Volume 1 & 2.
6. Manufacturer's instructions.

B. Requirements of Regulatory Agencies

1. Follow all requirements of the Renovation, Repair and Painting rules from the Environmental Protection Agency (EPA) for working with Lead Based Paints
2. Comply with all work safety requirements and Pollution regulations of:
  - a. OSHA - Occupational Safety & Health Administration,
  - b. WISHA - Washington Industrial Safety and Health Act
  - c. DOSH - Division of Occupational Safety and Health, which is a part of the Washington Department of Labor and Industries (L&I)
3. Conform to the Federal and State requirements for painting work applicable to this project.
4. Permits: Obtain and pay for any special permits required by local governmental agencies.
5. Codes: Conform to any special local code requirements applicable to work of this Section.

C. Qualifications

1. Contractor must be certified by the EPA for renovation, repair and Painting of lead based paint, ([www.epa.gov/getleadsafe](http://www.epa.gov/getleadsafe))
  2. Contractor must have an EPA certified Renovator on site any time they are working on this project. ([www.epa.gov/getleadsafe](http://www.epa.gov/getleadsafe)).
  3. Application - General: The firm engaged for work under this Section shall furnish, in writing, his certifications and qualifications attesting to past satisfactory experience in painting work of not less than the scope of this project. Additionally, he shall:
    - a. Maintain a crew of painters throughout duration of the painting work who shall be qualified to fully satisfy the requirements of these Specifications.
    - b. Employ only qualified journeymen, in this painting work; apprentices may be employed on the project to work under the direction of qualified journeymen, in accordance with trade regulations.
  4. Manufacturer & Materials: use only the approved products of either the paint manufactures scheduled in this Section, or one of the paint manufacturers list in the MPI – both have prior approval for manufacturers. Even if listed in MPI, a manufacturer's product is not approved for use unless it is demonstrated as fully equivalent to the specific specified products, with proof being provided through the submittals process. Proof of equivalency belongs to the Contractor, and the Architect shall be the sole judge of acceptability.
  5. Substitutions: When substitutes other than the specified product or an equivalent MPI manufacturer are proposed, such alternative non-MPI manufacturer's products will only be considered when submitted and approved prior to bid.
  6. Substitutions: When substitutes are proposed, use only those substitutes that are approved by Architect, and properly submitted prior to bid for approval from the Architect.
- D. Single Source Responsibility: Provide primers and other undercoat paint produced as specified herein. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- E. Paint Coordination
1. Provide finish coats which are compatible with prime paints used.
  2. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coating system for various substrates.
  3. Upon request from other trades, furnish information on characteristics of specified finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required.
- F. Field Samples and Mockup: On wall surfaces and other interior and exterior components, duplicate finishes of prepared samples. Provide full-coat finish samples on at least 100 sq. ft. (9 sq. m) of surface until the required sheen, color, and texture are obtained; simulate finished lighting conditions for reviewing in place work.
1. Final acceptance of colors will be from job-applied samples.

2. The Architect will select one area, or surface to represent surfaces and conditions for each type of coating and substrate to be coated. Apply coatings in this area, or surface according to the schedule, or as specified. After finishes are accepted, this area or surface will be used for evaluation of coating systems of a similar nature.

#### 1.4. SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples
  1. Applied Finish Samples: Upon request, submit samples in accordance with the following as directed:
    - a. Where requested, and before commencing painting work, prepare samples on final substrate; size not less than 12" x 12".
    - b. Furnish additional required samples until colors, finishes, textures are reviewed and accepted by the Architect/Owner (followed by written authorization to proceed).
    - c. Mark on each sample, the paint manufacturer's name, color name, and color code formula.
    - d. Allow ample time for the selection of colors; do no work until colors are approved.
- C. Materials List
  1. Submit complete and detailed list of materials proposed for use on the work; no exceptions.
  2. Include manufacturer's names and color-code numbers.
  3. Submit letter from manufacturer or manufacturer's representative stating that proposed materials are first grade of specified type, and of their respective kinds.
  4. Obtain Architect's approval of materials before ordering.
- D. Manufacturer's Specifications, Directions & Recommendations:
  1. Conform to manufacturer's specifications, directions and recommendations for best results in use for each condition. Should they be at variance with these specifications, report discrepancy to Architect for direction before proceeding.
  2. In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section, submit for Architect's review and approval. If approved follow the current recommended method of application published by the manufacturer of the proposed material. Follow label directions.
- E. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project

names and addresses, names and addresses of Architects and Owners, and other information specified.

#### 1.5. PRODUCT DELIVER, STORAGE & HANDLING

##### A. Delivery & Storage of Material:

1. Deliver materials to job site in unbroken sealed packages with manufacturer's original labels thereon, bearing manufacturer's name, type of paint, brand name, color designation and instructions for mixing and/or reducing. Do not open until Architect/Owner inspects and approves.
2. Mix material outside building; store per manufacturer's recommendations and as required by governing Codes and Ordinances.
3. Take all necessary precautionary measure to prevent fire hazards and spontaneous combustion; place cotton waste, cloths, and other hazardous materials in non-flammable containers, and daily remove from site.
4. Toxic, acetic, and explosive materials: Take regular appropriate safety precautions conforming to manufacturer's recommendations and applicable "Regulatory Requirements".
5. No materials may be stored overnight on site.

#### 1.6. JOB CONDITIONS

##### A. Conditions of Surfaces

1. Put surfaces in proper condition for application of finishes, including stabilizing lead based paint. Carefully adhering to all laws related to working with lead based paints.
2. Do preparation work when weather conditions are favorable
3. Be sure that surfaces have thoroughly dried from the effects of rain.
4. See that proper temperatures are maintained for all work.
5. Do not work when dust or insects are present.

##### B. Protection of Finished Work

1. Use tarpaulins or drop cloths and masking tape and paper when working above or adjacent to finished work.
2. Clean paint splatters and stains from finished surfaces.

##### C. Defective Finishing Work

1. Paint contractor is responsible for improper workmanship or misuse of finishing materials; refinish at the expense of this trade and leave in first-class condition, as approved by Architect.

2. Surfaces damaged by other trades after painting and decorating is completed shall be the responsibility of the trade causing such damage; refinishing shall be at the expense of other trades.
3. Refinish to condition approved by Architect.

## 1.7. WARRANTY

### A. Warranty

1. Upon verification of Substantial Completion or Inspection showing that work has been completed and is in compliance with the Contract Documents and the MPI, furnish an installer's two-year warranty from date of Substantial Completion of the Project.
2. Immediately prior to the end of the two-year warranty period, the Owner may furnish inspection services and a written report for failed coatings that have resulted from materials or workmanship.
  - a. Warrant work to be in accordance with Specifications and referenced standards.
  - b. Warranty not applicable to defective items through faulty work by other trades, or for failure of substrate.
  - c. Warranty does not assume any liability for claims other than repairing painting and finishing defects.

## PART 2 - PRODUCTS

### 2.1. MATERIALS

#### A. Colors & Finishes

1. Prior to beginning work, Architect will select colors for surfaces to be painted, as selected from full line of colors furnished by paint manufacturer, or custom colors. Match the selected colors and submit samples, as specified herein, before proceeding with the work.
2. Final acceptance of colors will be from samples applied on the job.

#### B. Material Quality

1. Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.
2. Provide undercoat paint as specified herein. Use only thinners approved by the paint manufacturer, and use only to recommend limits.
3. Provide paints of durable and washable quality.

C. Manufacturer:

1. Sealant/Primer: ECOBOND LBP Commercial ([www.ecobondlbp.com](http://www.ecobondlbp.com)), one coat minimum.
2. Paint: Benjamin Moore – Aura Waterborne Latex Paint, Low Luster. Two coats minimum.
3. Caulking Compound: Eco-Bond Multi-Purpose or approved equal, as needed.

PART 3 - EXECUTION

3.1. INSPECTION

A. Inspection of Surfaces

1. Applicator shall examine areas and conditions under which painting work is to be applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with until unsatisfactory conditions have been corrected in a manner acceptable to applicator, and surfaces approved by Architect. Conform to the MPI manual as to surface conditions and preparations for each various surface to be painted or finished.
2. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental of a durable paint film.

B. Field Quality Control

1. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting;
  - a. Request product invoices from single source manufacturer of products delivered to site showing the product that is being used on this project is that which was specified in the contract documents.
  - b. Engage services of an independent testing agency and/or laboratory, separate from the inspection service retained by the Contractor (if applicable) to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
  - c. Testing agency and/or laboratory will perform appropriate tests for any or all of the following characteristics; abrasion resistance, apparent reflectivity, flexibility, wash ability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis, and provide thickness test.
2. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non complying paint; pay for testing; repaint surfaces coated with rejected paint; remove

rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible, and pay for re-testing to confirm compliance.

### 3.2. PREPARATION OF SURFACES

#### A. Surface Conditions

1. Before Starting Work under This Section: Do not proceed until any discovered defects have been corrected and surfaces are approved as ready to receive the work under this Section.
2. Upon Starting Work:
  - a. Conform to Field Quality Control requirements specified hereinafter.
  - b. Starting work under this Section constitutes acceptance of surfaces by painter.

#### B. Surface Preparation

1. General
  - a. Prepare surfaces to receive scheduled work under this Section as hereinafter set forth, and as supplemented by the MPI, for surface preparation work.
  - b. Before applying paint or other finish, remove hardware, accessories, plates, factory-finished mechanical work, lighting fixtures, and similar items; replace upon completion.
  - c. Use only skilled mechanics for removing and reinstalling above items.
  - d. Follow all Federal, State and local regulations for maintaining a lead-safe environment.
2. Pressure wash structure
3. For Mildew Removal: Scrub with a Jomax Mildew Cleaner solution, bleaching solution, then rinse with potable water and let thoroughly dry.
4. Wood Products:
  - a. Scrape and sand siding to remove all loose old paint, carefully adhering to the EPA requirements for Renovation, Repair and Painting.
  - b. Sandpaper smooth, except where rough surface is used for the finish surface; dust off.
  - c. Test surfaces with moisture meter to assure that moisture content does not exceed (12%) 12 percent.
  - d. Caulk as needed to seal all gaps. If gaps are discovered greater than can be filled with caulk, notify City Project Manager.
  - e. Apply Sealant/Primer per manufactures specifications
  - f. After prime has been applied, fill holes and cracks with putty or plastic wood; for painted finish.
  - g. At the appropriate time and conditions, apply Paint finish per manufactures specifications. Apply a minimum of two coats of both body and trim paint.

C. Materials Preparation

1. Mix and prepare painting materials in accordance with manufacturer's directions. Do not mix together paints of different sheen's and manufacturers.
2. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
3. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film in to the material. Remove the film and, if necessary, strain the material before using.

D. Application of Caulking Compound: Apply caulking compound to all gaps between new and refinished existing hollow metal door and relite frames and adjacent wall finish, filling gaps solid and wiping smooth, as approved. Remove all excess compound from adjacent wall and frame surfaces.

E. Damage to structure or siding during preparation: Every effort shall be made to prevent damage to the structure or siding during surface preparation.

1. Damage to the structure or siding due to improper pressure washing or surface preparation techniques is the responsibility of the contractor. The contractor is responsible to repair any damage caused by negligence. The surface shall be repaired to a first-rate condition acceptable to the City project manager.
2. The contractor shall not be held responsible for damage that occurs during normal, acceptable preparation work. Any such damage shall be brought to the attention of the city project manager as soon as it is discovered.

3.3. APPLICATION OF PAINT AND FINISH

A. Workmanship, General:

1. Highest quality consistent with trade practice, performed by skilled technicians.
2. Apply paint and finish materials by method at painter's option (except where a method is specified herein) to achieve the results.
3. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Apply a minimum of two coats of final paint.
4. Cut sharp lines against glass, other materials, and different colors.
5. Allow ample time between coats for thorough drying; not less than manufacturer's recommended minimum time.
6. Paint the backsides of access panels, and removable or hinged covers to match the exposed surfaces.

7. Exterior prime and finish coats shall not be applied when air temperature is below plus 45 degrees F.
- B. Finish Film Thickness: Apply Sealer/primer and finish coats to not less than wet and dry film thickness and spreading rates as recommended by product manufacturer for each of the various types of specified materials, unless otherwise specified herein.
- C. Cleaning: As the work proceeds, and on its completion, promptly remove all spilled, splashed or splattered paint. Remove in such a manner as not to damage surfaces. Thoroughly clean paint and splatters from glass, mirrors, and other such surfaces.
  1. During progress of work keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, and debris resulting from the work in this Section.
  2. At work's conclusion each evening, leave premises neat and clean.
- D. Protection
  1. Protect surrounding areas and surfaces to preclude damage during work of this Section.
  2. Make good any damage caused by failure to provide suitable protection.
  3. Removal of Hardware and Miscellaneous Items:
    - a. Remove electrical outlet and switch plates, mechanical diffusers, escutcheons, registers, surface hardware, fittings, fastenings, and the like prior to starting work.
    - b. Carefully store, clean and reinstall these items on completion of work in each area. Do not use cleaning agents detrimental to permanent lacquer finishes.

### 3.4. EXTERIOR PAINTING & FINISHING SCHEDULE

- A. General: Products listed in the following schedule are generally those of "Sherwin-Williams" to establish the type and level of quality and paint type required. All paint systems must conform to the MPI manual. If a paint system herein does not comply with the MPI, contact the Architect for clarification.
- B. Exterior Soffits and Associated Trims and Wood Trims:
  1. General
    - a. Include all exterior wood, trim, soffits, and trim members.
    - b. Sealant/Primer and finish coats may be applied by either spray, roller or brush application; if primer is spray applied, back-brush primer upon application to provide maximum penetration. Reference manufactures specifications for application.
  2. One coat ECOBOND LBP sealant, minimum
  3. Two coats, minimum, of "Benjamin Moore – Aura Waterborne Latex Paint, Low Luster." exterior paint on exposed face, ends and edges.

END OF SECTION 09900

# **APPENDIX**

## **LEAD BASED PAINT SURVEY**

May 31, 2012



Mr. Kevin Teague  
City of Sammamish  
801 228<sup>th</sup> Avenue SE.  
Sammamish, WA 98075

MANAGEMENT | TRAINING | LAB SERVICES  
[www.NVLLABS.com](http://www.NVLLABS.com)

**Subject:** Limited Lead-Based Paint Inspection (exterior only) @ Reard-Freed House,  
Sammamish, WA 98075

**NVL Project #:** 2012-446

Mr. Teague,

At your request, Tanveer Khan, a Washington Department of Commerce (WA-DOC) - Certified Lead Risk Assessor and representative of NVL Labs, visited the above subject house on May 30, 2012. As per your request, this inspection was limited to the exterior painted components only.

Painted surfaces were evaluated with a Niton XLP 300A spectrum analyzer, serial number 17840NR9395. Painted surfaces were evaluated for presence of Lead-Based Paint.

The XRF was auto-calibrated just prior to testing. Immediately after auto-calibration, a National Institute of Standards and Technology (NIST) reference sample was tested in triplicate to ensure equipment functionality. These values were averaged and found to be within the accepted limits. The NIST Standard Reference Material (SRM) used for the XRF calibration was SRM # 2573 and has a 1.04 +/- 0.06 margin of error. A calibration check was also performed at the end of the inspection.

For directional reference and sample location descriptions, all of the painted building components facing "212<sup>nd</sup> Avenue SE." are labeled as side "A" and increase clockwise. Areas and components are defined as follows:

- *Room equivalents*, an identifiable part of a residence such as a room, house exterior, staircase, hallway, or a painted exterior area, as indicated in the Floor Plan contained in Appendix B.
- *Building component type*, those items in the interior or exterior of housing onto which paint, stain, varnish, or shellac has been applied and that have a common substrate. If required, windows and other components are numbered from left to right when facing the side of the room that corresponds with their location if a window numbering system is applicable to the project.
- *Substrate*, the material underneath the paint, such as brick, concrete, drywall, metal, plaster, or wood.

De minimis levels are defined in 24 C.F.R. § 35.1350. Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 ft<sup>2</sup> on exterior surfaces; 2 ft<sup>2</sup> in any one interior room or space; or 10 percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include window sills, baseboards, and trim.

A total of thirty nine (39) XRF shots (including calibration readings) were taken on the exterior painted components, during the course of inspection.

Out of thirty two (32) testing combinations tested for lead-based paint, **Thirty (30)** testing combinations tested positive for LBP, which is defined as at or above the EPA and DOC threshold of 1.0 mg/cm<sup>2</sup> lead or 0.5 percent by weight.

Appendix A contains a detailed summary of the components tested, including XRF and calibration data. Following are the results of components that tested Positive for lead-based paint.

#	SIDE	COMPONENT	SUBSTRATE	CONDITION	COLOR	Pb C
5	A	SIDING	WOOD	POOR	RED	10.4
6	A	SIDING	WOOD	POOR	RED	11
7	A	CORNER TRIM	WOOD	POOR	WHITE	9.3
8	A	CORNER TRIM	WOOD	POOR	WHITE	10.8
9	A	WINDOW CASINGS	WOOD	POOR	WHITE	9.5
10	A	WINDOW CASINGS	WOOD	POOR	WHITE	3.1
11	B	SIDING	WOOD	POOR	RED	11.5
12	B	SIDING	WOOD	POOR	RED	9.2
13	B	CORNER TRIM	WOOD	POOR	WHITE	9.1
14	B	CORNER TRIM	WOOD	POOR	WHITE	12.1
15	B	WINDOW CASINGS	WOOD	POOR	WHITE	10.2
16	B	WINDOW CASINGS	WOOD	POOR	WHITE	11.3
17	B	WINDOW CASINGS	WOOD	POOR	WHITE	12
18	B	WINDOW TRIM	WOOD	POOR	WHITE	12.2
19	B	WINDOW TRIM	WOOD	POOR	WHITE	4.6
20	B	WINDOW TRIM	WOOD	POOR	WHITE	6.9
21	B	WINDOW PANEL	WOOD	POOR	WHITE	4.6
22	B	WINDOW PANEL	WOOD	POOR	WHITE	9.8
23	C	SIDING	WOOD	POOR	RED	1
24	C	SIDING	WOOD	POOR	RED	3.8
25	C	SIDING	WOOD	POOR	WHITE	4.6
26	C	SIDING	WOOD	POOR	BEIGE	4.2

# Lead-based paint components, continued

#	SIDE	COMPONENT	SUBSTRATE	CONDITION	COLOR	Pb C
27	C	SIDING	WOOD	POOR	BEIGE	3.5
28	C	CORNER TRIM	WOOD	POOR	WHITE	4.1
31	D	SIDING	WOOD	POOR	RED	8.9
32	D	SIDING	WOOD	POOR	RED	12.4
33	D	CORNER TRIM	WOOD	POOR	WHITE	12.2
34	D	CORNER TRIM	WOOD	POOR	WHITE	11.6
35	D	WINDOW CASINGS	WOOD	POOR	WHITE	2.1
36	D	WINDOW CASINGS	WOOD	POOR	WHITE	8.3

To ensure quality control, a confirmatory reading and a paint chip sample was also collected on the same testing combination at a different location.

Below are the results of the analysis of the paint chip samples which were analyzed using EPA Method 7000B. These paint chip samples were collected from the components which tested positive for lead based paint using the XRF device.

## Paint chip sample results

Sample Number	Material Description	Location	Lead in mg/kg	Lead in %
2012-446-Pb-01	Red exterior paint on siding	Siding, side A	210000.0	21.0000
2012-446-Pb-02	White exterior paint on corner trim	Corner trim, side D	96000.0	9.60000
2012-446-Pb-03	White exterior paint on window casings	Window casing, side B	130000.0	13.0000
2012-446-Pb-04	White exterior paint on window trim	Window trim, side B	110000.0	11.0000
2012-446-Pb-05	Beige exterior paint on siding	Siding, Side C	46000.0	4.6000

## CONCLUSION AND RECOMMENDATION

- Lead-based paint **was** discovered during the lead-based paint inspection of the exterior painted components of the Reard-Freed House on May 30, 2012.
- All the paint chip samples collected were found to have lead based paint, which is defined as at or above 5000 parts per million (mg/kg) or 0.5 percent by weight.
- As per 40 CFR 745 (Renovation, Repair, and Painting Rule), which went into effect on April 22, 2010, any repair, renovation or paint work conducted on a lead-based paint component in a pre-1978 housing or child occupied facility built before 1978, should be performed by EPA Certified Firm and EPA Certified Renovators.
- Section 1018 of Title X requires the U.S. Environmental Protection Agency ("EPA") and the U.S. Department of Housing and Urban Development ("HUD") to promulgate joint regulations for the disclosure of lead-based paint in pre-1978 housing ("target housing") which is offered for sale or lease. EPA and HUD jointly promulgated regulations. These regulations were published on March 6, 1996, at 61 FR 9064, and are codified at 40 Code of Federal Regulations ("C.F.R.") Part 745, Subpart F and 24 C.F.R. Part 35, Subpart H ("Disclosure Rule").
- Those surfaces that do not contain lead-based paint at or above federal standards (1.0 mg/cm<sup>2</sup> or 0.5 percent by weight) may still pose a hazard if disturbed.
- Occupational Safety and Health Administration (OSHA) and the Department of Labor and Industries, Division of Occupational Safety and Health (DOSH) regulate worker safety and health in construction and demolition work that impacts surface films with *detectable levels of lead*.

## LIMITATIONS

This limited Lead-Based Paint Inspection Report has been prepared for the exclusive use of the client named herein at the specified site address. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. NVL Laboratories, Inc. (NVL) accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report. This report is based upon and conducted in accordance with HUD Guidelines and EPA rules in effect at the time of this inspection. NVL has no duty to update this report based on subsequent regulatory changes.

NVL is not responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time the report was prepared. Areas not accessible at the time of the Inspection are excluded from this report. NVL also notes that the facts and conditions referenced in this report may change overtime, and that the conclusions set forth here are applicable to the facts and conditions as described at the time of this report. We believe that the conditions stated here are factual, but no guarantee is made or implied.

This document is the sole property of NVL Laboratories and the property owner, or his agent, authorizing this Inspection.

Prepared by:

Reviewed By



Tanveer Khan  
Lead-Risk Assessor  
Certification # 6110  
Expires on: Jan 13, 2014

Syed Hasan  
Manager Field Services

Enclosed:

Appendix A: Instrument (XRF) & Calibration Data  
Appendix B: Floor Plan  
Appendix C: Laboratory Analysis Results  
Appendix D: LBP Components Pictures  
Appendix E: Risk Assessor's Certification & Laboratory Qualifications

# **Appendix A**

## **INSTRUMENT (XRF) & CALIBRATION DATA**

# NVL Laboratories, Inc.

4708 Aurora Ave. N., Seattle, WA 98103  
Tel: 206.547.0100, Fax: 206.634.1936

1.888.NVLLABS(685.5227), www.nvllabs.com

## Calibration Check Test Results



Date: May 30, 2012

Client: City of Sammamish

Project Location: Reard-Freed House

Sammamish WA 98075

NVL Project #: 2012-446

Device: Niton XL 309 Spectrum Analyzer

XRF Serial #: 17840NR9395

Inspected by: Tanveer Khan

Certification #: 6110

Inspector Signature: Tanveer Khan

Expiration Date: January 13, 2014

NIST SRM Used 1.04 mg/cm<sup>2</sup>

Calibration Check Tolerance Used

+/- 0.06 mg/cm<sup>2</sup>

### First Calibration Check

NIST SRM			Average
First Reading	Second Reading	Third Reading	
1.0	1.0	1.1	1.03

### Second Calibration Check

NIST SRM			Average
First Reading	Second Reading	Third Reading	
1.0	0.9	1.0	0.97

### Third Calibration Check (if required)

			Average
First Reading	Second Reading	Third Reading	

### Fourth Calibration Check (if required)

NIST SRM			Average

NITON

Serial # XLP 300A - 17840NR9395

PAINT

Inspected by: Tanveer Khan, WA - DOC Risk Assessor Certification # 6110 (Expires on: Jan 13, 2014)

Site: Reard-Freed House, Sammamish, WA 98075

Date: 05/30/2012 11:06 am

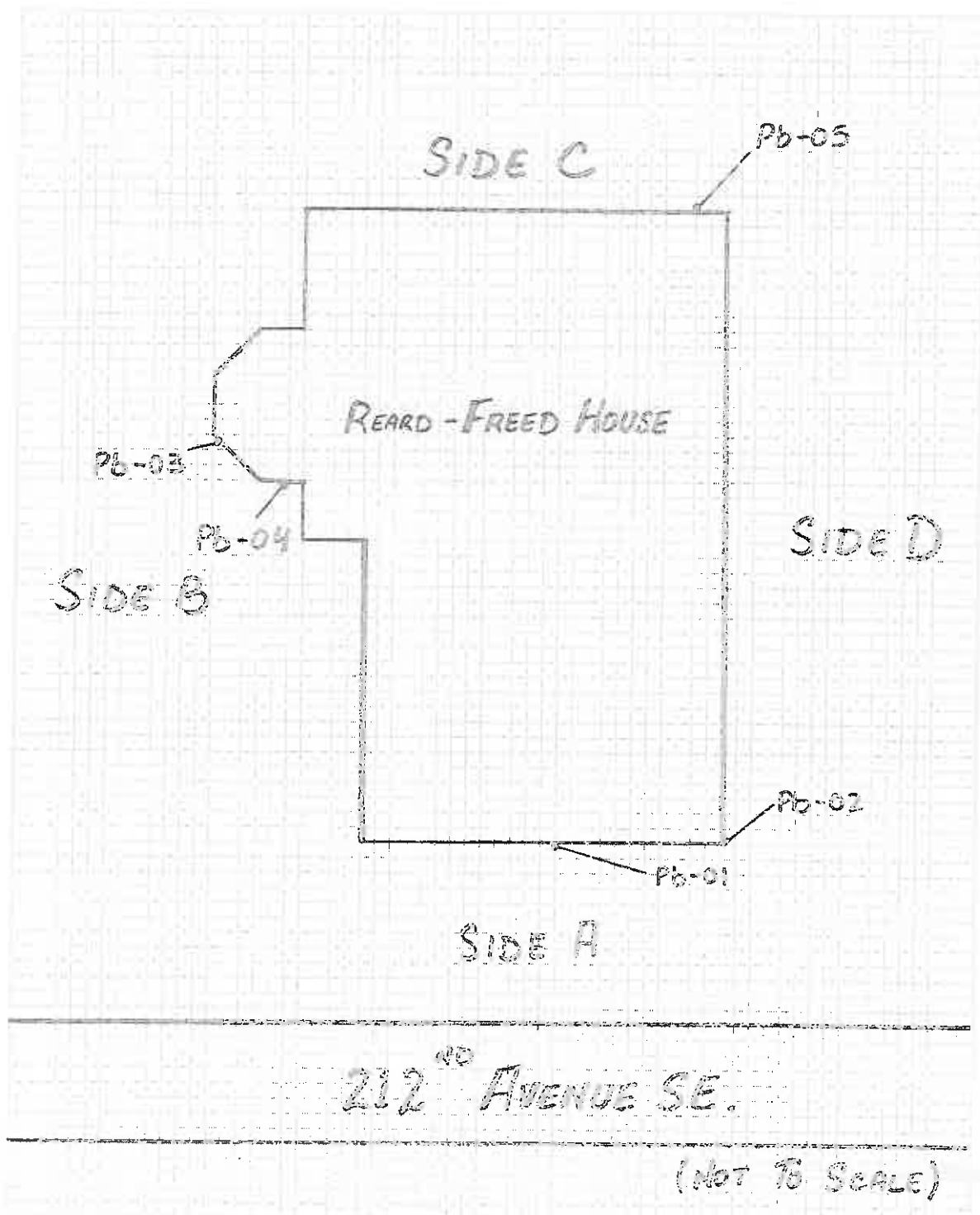
READING NO.	TIME	COMPONENT	SUBSTRATE	SIDE	CONDITION	COLOR	RESULTS	PbC
1	5/30/2012 11:06			SHUTTER_CAL				8.06
2	5/30/2012 11:12			CALIBRATE			POS	1
3	5/30/2012 11:13			CALIBRATE			POS	1
4	5/30/2012 11:13			CALIBRATE			POS	1.1
5	5/30/2012 11:14	SIDING	WOOD	A	POOR	RED	POS	10.4
6	5/30/2012 11:14	SIDING	WOOD	A	POOR	RED	POS	11
7	5/30/2012 11:14	CORNER TRIM	WOOD	A	POOR	WHITE	POS	9.3
8	5/30/2012 11:14	CORNER TRIM	WOOD	A	POOR	WHITE	POS	10.8
9	5/30/2012 11:15	WINDOW CASING	WOOD	A	POOR	WHITE	POS	9.5
10	5/30/2012 11:15	WINDOW CASING	WOOD	A	POOR	WHITE	POS	3.1
11	5/30/2012 11:19	SIDING	WOOD	B	POOR	RED	POS	11.5
12	5/30/2012 11:19	SIDING	WOOD	B	POOR	RED	POS	9.2
13	5/30/2012 11:19	CORNER TRIM	WOOD	B	POOR	WHITE	POS	9.1
14	5/30/2012 11:20	CORNER TRIM	WOOD	B	POOR	WHITE	POS	12.1
15	5/30/2012 11:20	WINDOW CASING	WOOD	B	POOR	WHITE	POS	10.2
16	5/30/2012 11:20	WINDOW CASING	WOOD	B	POOR	WHITE	POS	11.3
17	5/30/2012 11:21	WINDOW CASING	WOOD	B	POOR	WHITE	POS	12
18	5/30/2012 11:21	WINDOW TRIM	WOOD	B	POOR	WHITE	POS	12.2
19	5/30/2012 11:22	WINDOW TRIM	WOOD	B	POOR	WHITE	POS	4.6
20	5/30/2012 11:22	WINDOW TRIM	WOOD	B	POOR	WHITE	POS	6.9
21	5/30/2012 11:23	WINDOW PANEL	WOOD	B	POOR	WHITE	POS	4.6
22	5/30/2012 11:23	WINDOW PANEL	WOOD	B	POOR	WHITE	POS	9.8
23	5/30/2012 11:26	SIDING	WOOD	C	POOR	RED	POS	1
24	5/30/2012 11:27	SIDING	WOOD	C	POOR	RED	POS	3.8
25	5/30/2012 11:27	SIDING	WOOD	C	POOR	WHITE	POS	4.6
26	5/30/2012 11:27	SIDING	WOOD	C	POOR	BEIGE	POS	4.2
27	5/30/2012 11:28	SIDING	WOOD	C	POOR	BEIGE	POS	3.5
28	5/30/2012 11:29	CORNER TRIM	WOOD	C	POOR	WHITE	POS	4.1
29	5/30/2012 11:31	SIDING PATCH	DRYWALL	C	POOR	WHITE	NEG	< LOD
30	5/30/2012 11:31	SIDING PATCH	DRYWALL	C	POOR	WHITE	NEG	< LOD
31	5/30/2012 11:33	SIDING	WOOD	D	POOR	RED	POS	8.9
32	5/30/2012 11:33	SIDING	WOOD	D	POOR	RED	POS	12.4

READING NO.	TIME	COMPONENT	SUBSTRATE	SIDE	CONDITION	COLOR	RESULTS	PbC
33	5/30/2012 11:33	CORNER TRIM	WOOD	D	POOR	WHITE	POS	12.2
34	5/30/2012 11:34	CORNER TRIM	WOOD	D	POOR	WHITE	POS	11.6
35	5/30/2012 11:34	WINDOW CASING	WOOD	D	POOR	WHITE	POS	2.1
36	5/30/2012 11:34	WINDOW CASING	WOOD	D	POOR	WHITE	POS	8.3
37	5/30/2012 11:53			CALIBRATE			POS	1
38	5/30/2012 11:53			CALIBRATE			NEG	0.9
39	5/30/2012 11:53			CALIBRATE			POS	1

## **Appendix B**

### **FLOOR PLAN**

Location REARD-FREED HOUSE, SAMMAMISH, WA  
Client CITY OF SAMMAMISH - KEVIN TEAGUE



## **Appendix C**

### **LABORATORY ANALYSIS RESULTS**

# NVL Laboratories, Inc.

4708 Aurora Ave. N., Seattle, WA 98103  
Tel: 206.547.0100, Fax: 206.634.1936  
www.nvllabs.com

## Analysis Report

AIHA - IH # 101861  
WA - DOE # C1765



### Total Lead (Pb)

Client: NVL Field Services Division  
Address: 4708 Aurora Ave. N.  
Seattle, WA 98103

Attention: Mr. Syed Hasan  
Project Location: Reard-Freed House  
Sammamish, WA 98075

Batch #: 1208197.00

Matrix: Paint Chips  
Method: EPA 7000B  
Client Project #: 2012-446  
Date Received: 05/30/2012  
Samples Received: 5  
Samples Analyzed: 5

Lab ID	Client Sample #	Sample Weight (g)	RL in mg/Kg	Results in mg/Kg	Results in percent
12048118	2012-446-Pb-01	0.1970	50.0	210000.0	21.0000
12048119	2012-446-Pb-02	0.2299	43.0	96000.0	9.6000
12048120	2012-446-Pb-03	0.1943	50.0	130000.0	13.0000
12048121	2012-446-Pb-04	0.2042	48.0	110000.0	11.0000
12048122	2012-446-Pb-05	0.1933	51.0	46000.0	4.6000

Sampled by: Client

Analyzed by: Aaron Brown

Reviewed by: Nick Ly

Date Analyzed: 05/31/2012

Date Issued: 05/31/2012

  
Nick Ly, Technical Director

mg/ Kg = Milligrams per kilogram

Percent = Milligrams per kilogram / 10000

Note : Method QC results are acceptable unless stated otherwise.

Unless otherwise indicated, the condition of all samples was acceptable at time of receipt.

RL = Reporting Limit

'<' = Below the reporting Limit

**NVL Laboratories, Inc.**

4708 Aurora Ave N, Seattle, WA 98103  
 Tel: 206.547.0100 Emerg. Cell: 206.914.4648  
 1.888.NVL.LABS (885.5227) www.nvllabs.com

# CHAIN of CUSTODY SAMPLE LOG

BATCH ID  
**1208197.00**

Client **NVL Laboratories Inc**  
 Street **4708 Aurora Ave N**  
**Seattle, WA 98103**  
 Project Manager **Syed Hasan**  
 Project Location **Reard-Freed House**  
**Sammamish, WA 98075**

NVL Batch Number \_\_\_\_\_  
 Client Job Number **2012-446**  
 Total Samples **5**  
 Turn Around Time ☐ 1-Hr ☐ 8-Hrs ☐ 2 Days ☐ 5 Days  
☐ 2-Hrs ☐ 12-Hrs ☐ 3 Days ☐ 6-10 Day  
☐ 4-Hrs ☒ 24-Hrs ☐ 4 Days  
 Please call for TAT less than 24 Hrs  
 Email address **kteague@ci.sammamish.wa.us>**

Phone: (425) 295-0550

Fax: (425) 295-0600

Direct No (425) 295-0578

<input type="checkbox"/> Asbestos Air	<input type="checkbox"/> PCM (NIOSH 7400)	<input type="checkbox"/> TEM (NIOSH 7402)	<input type="checkbox"/> TEM (AHERA)	<input type="checkbox"/> TEM (EPA Level II)	<input type="checkbox"/> Other
<input type="checkbox"/> Asbestos Bulk	<input type="checkbox"/> PLM (EPA/600/R-83/116)	<input type="checkbox"/> PLM (EPA Point Count)	<input type="checkbox"/> PLM (EPA Gravimetry)	<input type="checkbox"/> TEM BULK	
<input type="checkbox"/> Mold/Fungus	<input type="checkbox"/> Mold Air	<input type="checkbox"/> Mold Bulk	<input type="checkbox"/> Rotometer Calibration		
<b>METALS</b> <input checked="" type="checkbox"/> Total Metals <input type="checkbox"/> TCLP <input type="checkbox"/> Cr 6	<b>Det. Limit</b> <input checked="" type="checkbox"/> FAA (ppm) <input type="checkbox"/> ICP (ppm) <input type="checkbox"/> GFAA (ppb)	<b>Matrix</b> <input type="checkbox"/> Air Filter <input type="checkbox"/> Drinking water <input type="checkbox"/> Dust/wipe (Area)	<input type="checkbox"/> Soil <input checked="" type="checkbox"/> Paint Chips in % <input type="checkbox"/> Paint Chips in cn	<b>RORA Metals</b> <input type="checkbox"/> Arsenic (As) <input type="checkbox"/> Barium (Ba) <input type="checkbox"/> Cadmium (Cd)	<input type="checkbox"/> All 8 <input type="checkbox"/> Chromium (Cr) <input checked="" type="checkbox"/> Lead (Pb) <input type="checkbox"/> Mercury (Hg)
<input type="checkbox"/> Other Types of Analysis		<input type="checkbox"/> Fiberglass <input type="checkbox"/> Silica <input type="checkbox"/> Nuisance Dust <input type="checkbox"/> Respirable Dust <input type="checkbox"/> Other (Specify) _____			

Condition of Package: ☐ Good ☐ Damaged (no spillage) ☐ Severe damage (spillage)

Seq. #	Lab ID	Client Sample Number	Comments	A/R
1		2012-446-Pb-01		
2		Pb-02		
3		Pb-03		
4		Pb-04		
5		Pb-05		
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

	Print Below	Sign Below	Company	Date	Time
Sampled by	TAN KHAN	Jamveer Khan	NVL	5/30/12	
Relinquished by			NVL	5/30/12	12:58 PM
Received by	Vidovick Kalle		NVL	5/30/12	1:30
Analyzed by	Ammon Brown		NVL	5/31/12	10:20
Results Called by					
Results Faxed by					

**Special Instructions:** Unless requested in writing, all samples will be disposed of two (2) weeks after analysis.

Results report to **TAN**

## Appendix D

### LBP COMPONENTS PICTURES

## LEAD-BASED PAINT COMPONENTS

Reard-Freed House  
Sammamish, WA 98075

NVL PROJECT # 2012-446

Date: May 30, 2012



MANAGEMENT | TRAINING | LAB SERVICE:  
[www.NVLLABS.com](http://www.NVLLABS.com)



SIDING  
EXTERIOR RED PAINT



CORNER TRIM  
EXTERIOR WHITE PAINT



WINDOW CASING  
EXTERIOR WHITE PAINT



WINDOW TRIM  
EXTERIOR WHITE PAINT



WINDOW PANEL  
EXTERIOR RED PAINT



SIDING  
EXTERIOR BEIGE PAINT

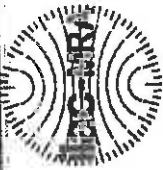
# STATE OF WASHINGTON

Department of Community, Trade and Economic Development  
Lead-Based Paint Program

## **NVL Laboratories, Inc.**

*Has fulfilled the certification requirements of Washington Administrative  
code (WAC) 365-230 and has been certified to conduct lead-based paint  
activities pursuant to WAC 365-230-200.*

Certification #	Issuance Date	Expiration Date
0291	2/19/2009	5/31/2012



# AIHA Laboratory Accreditation Programs, LLC

acknowledges that

**NVL Laboratories, Inc.**  
4703 Aurora Avenue North, Seattle, WA 98103  
Laboratory ID: 101861

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

## LABORATORY ACCREDITATION PROGRAMS

- ✓ INDUSTRIAL HYGIENE Accreditation Expires: 05/01/2013
- ✓ ENVIRONMENTAL LEAD Accreditation Expires: 05/01/2013
- ✓ ENVIRONMENTAL MICROBIOLOGY Accreditation Expires: 05/01/2013
- ☐ FOOD Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

*Christine Powell*

Christine Powell

Chairperson, Analytical Accreditation Board

Revision 10: 01/13/2011

*Cheryl O. Morton*

Cheryl O. Morton

Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 05/01/2011

# STATE OF WASHINGTON

Department of Commerce  
Lead-Based Paint Program

**Tanveer E. Khan**

Has fulfilled the certification requirements of Washington Administrative  
code (WAC) 365-230 and has been certified to conduct lead-based paint  
activities pursuant to WAC 365-230-200 as a

**Risk Assessor**

Certification #	Issuance Date	Expiration Date
6110	1/13/2014	1/13/2014

## Radiation Safety and Operation of Niton XRF Analyzers

This is to certify that

**Tanveer Khan**

has successfully completed the one day Thermo Fisher Scientific Niton Analyzer Manufacturer's Training Course. The topics of this course include radiation safety, monitoring, device operation, and machine maintenance of the Niton XRF Analyzer.

(CIH's – The ABIH Awards 1 CM point, approval # 08-354)

Course date: 2009 November 3

Location: Seattle, WA

Certificate Number: 16:560038000000mj6Tg



Sophie Ung  
Radiation Safety Training Coordinator



James Blute, CHP  
Manager of Health and Safety