



TO: Public Works Contractors

FROM: Brian Hurst, Maintenance and Operation Manager

DATE: April 1, 2021

RE: Request for Proposal (RFP)
Bid Project PWW 2021-10- Paine Building Asbestos Removal

The Port of Walla Walla is soliciting proposals for asbestos removal of a Port of Walla Walla-owned building located at 714 Paine Street, Walla Walla, WA 99362. The asbestos removal consists of the following:

- Approximately 40 SQFT - Sheet Vinyl, Gray Tan Mastic – Room 2
- Approximately 1,149 SQFT - 9" Floor Tile, Tan Black Mastic – Room 4, 7
- Approximately 6,966 SQFT - Drywall, White/Brown Joint Compound – Offices

Important Dates & Times

Bids are Due: 2:00 PM (PST) on Wednesday, April 28, 2021

Non-Mandatory Walk-Thru: 10:00 AM (PST) on Wednesday, April 14, 2021

Copies of the RFP documents are available for download at the following website link:

<http://www.portwallawalla.com/doing-business/request-for-proposals>

Click on "Request For Proposals"

"Bid Project PWW 2021-10- Paine Building Asbestos Removal"

The following documents have been incorporated into this bid proposal request.

Bidding, Contracts & Construction Documents

PART A - Bidding & Contract Document Requirements

Part A-1	Request For Proposal (RFP)
Part A-2	Instructions to Bidders
Part A-3	Bid Form
Part A-4	Affidavit of Non-Collusion
Part A-5	Anti-Discrimination Certificate
Part A-6	Contract Agreement (Sample)
Part A-7	Prevailing Wage Rates for Walla Walla County
Part A-8	Performance Bond & Payment Bond (Samples)
Part A-9	Asbestos Survey Report (prepared by Blue Mountain Environmental & Consulting Co., Inc.)

REQUEST FOR PROPOSAL (RFP)
Port of Walla Walla
Bid Project PWW 2021-10- Paine Building Asbestos Removal

The Port of Walla Walla is soliciting proposals for asbestos removal of a Port of Walla Walla-owned building located at 714 Paine Street, Walla Walla, WA 99362. The asbestos removal consists of the following:

- Approximately 40 SQFT - Sheet Vinyl, Gray Tan Mastic – Room 2
- Approximately 1,149 SQFT - 9" Floor Tile, Tan Black Mastic – Room 4, 7
- Approximately 6,966 SQFT - Drywall, White/Brown Joint Compound – Offices

Proposals are due no later than 2:00 PM (PST) on Wednesday, April 28, 2021, and must be delivered to the Port Administrative Office (Walla Walla Regional Airport) at 310 A Street, Walla Walla, WA 99362.

The bids will be publicly opened by the Port of Walla Walla staff. Official bid results shall be made public. Bids will be awarded to the lowest responsive bidder. The Port of Walla Walla reserves the right to reject any and all submittals and to waive irregularities. The Port also reserves the right to delay the start of work date by no more than 30 days. However, the duration to complete the work would remain unchanged. No bids shall be withdrawn for a period of 30 days subsequent to the opening of bids without the written consent of the Port.

The Contractor will be required to furnish all labor, material, equipment, supervision, and otherwise required to perform the work as specified. The construction project shall be completed within 45 days after the Port issues a Notice to Proceed authorization. Final payment for the contract will be paid upon providing a completed closure document from the contractor which will include all permits, notices, current supervisor & worker cards, and waste disposal receipts.

❖ **Washington State Prevailing Wage Rates shall apply.**

The Port will be having a non-mandatory, one-time walk-thru of the project that will be conducted at 10:00 AM (PST) on Wednesday, April 14, 2021, on-site at 714 Paine Street, Walla Walla, WA 99362. Contractors are strongly encouraged to attend this non-mandatory one-time walk-thru and bring measuring instruments and other tools to properly analyze the project.

The Contractor will list, if necessary, the names of any and all subcontractors it intends to use and state what portion of the work each subcontractor will perform. Contractors are requested to submit a bid price for this work using the attached Bid Form provided. State sales tax shall not be included in the bid price. The Port shall determine the applicable State sales tax for the project which shall be payable by the Contractor.

Bid Bond

Each Contractor bid shall be accompanied by a cashier's check, certified check, postal money order, or bid bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor) made payable to the Port of Walla Walla in an amount not less than five (5) percent of the amount of the base bid, and no bid shall be considered unless accompanied by such bid proposal deposit.

This is not an advertised public request for a bid; therefore, the following provisions shall apply:

- a) The Port shall make every effort to obtain a minimum of three bids for the project.
- b) Informal bid procedures are utilized for the project.

The proposed work is set forth in the attached documents.

Construction Documents

PART A - Bidding & Contract Document Requirements

Part A-1	Request For Proposal (RFP)
Part A-2	Instructions to Bidders
Part A-3	Bid Form
Part A-4	Affidavit of Non-Collusion
Part A-5	Anti-Discrimination Certificate
Part A-6	Contract Agreement
Part A-7	Prevailing Wage Rates for Walla Walla County
Part A-8	Sample copies of Performance Bond & Payment Bond
Part A-9	Asbestos Survey Report (prepared by Blue Mountain Environmental & Consulting Co., Inc.)

- If you have any questions regarding the information contained in the Request For Proposal (RFP), please call Brian Hurst, Maintenance and Operation Manager at the Port of Walla Walla (509) 525-3100 Ext. 114.
- Blue Mountain Environmental & Consulting is the Port's representative on asbestos removal, reporting, and compliance. If you have any technical questions regarding the Asbestos Survey Report or the asbestos removal process, please contact Yancy Meyer of Blue Mountain Environmental & Consulting at (509) 520-4416.

Prepared by: Port of Walla Walla
310 A Street
Walla Walla, WA 99362
509-525-3100

Instructions To Bidders

Bid Project PWW 2021-10- Paine Building Asbestos Removal

1.0 Defined Terms

- 1.1 The Port of Walla Walla is hereinafter called the OWNER.
- 1.2 The Contractor is hereinafter called the CONTRACTOR.
- 1.3 Blue Mountain Environmental & Consulting, hereinafter termed the ENGINEER.
- 1.4 The term "successful bidder" means the lowest, qualified, responsible Bidder to whom the OWNER makes an award.
- 1.5 Bidder Documents means all documents incorporated into this Request for Proposal.
- 1.6 All other defined terms used will be those referenced in the Standard General Conditions of the Construction Contract (2007 as amended) by the National Society of Professional Engineers.

2.0 General Information

- 2.1 The CONTRACTOR and all subcontractors will be licensed in the State of Washington to perform the work.
- 2.2 This project is subject to Washington State Prevailing Wages.
- 2.3 The CONTRACTOR and all subcontractors will be bonded and insured and have covered their employees for workers' compensation.
- 2.4 The CONTRACTOR shall note in the attached Bid Form, receipt of any addenda received during the bid period.
- 2.5 A Bid Security Bond will be required for this project.
- 2.6 A Successful Bidder will be required to furnish a Contract Security in the form of a Payment Bond and Performance Bond in an amount at least equal to the Contract Price.
- 2.7 The Bid price does not include State Sales Tax. The Port shall determine the applicable State sales tax for the project which shall be payable by the Contractor.

3.0 Copies of Bidder Documents

- 3.1 Complete sets of the Bidder Documents may be obtained from the office of the Port of Walla Walla, 310 A Street, Walla Walla, WA 99362 (509) 525-3100.
- 3.2 Complete sets of Bidder Documents shall be used in preparing Bids; neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.3 The OWNER and the ENGINEER, in making copies of Bidder Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or a grant for any other use.

4.0 Qualifications of Bidders

- 4.1 To demonstrate qualifications to perform the work, the Bidder shall complete and submit the "Bidder Experience" page attached Bid Form.

5.0 Examination of Contract Documents and Site

- 5.1 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the work.
- 5.2 Before submitting a Bid, it is recommended that:
- 5.2.A Bidder examines the Contract Documents thoroughly.
 - 5.2.B Bidder visits the site and familiarizes itself with local conditions that may in any manner affect the cost, progress, or performance of the work.
 - 5.2.C Bidder familiarizes itself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost, progress, or performance of the work.
 - 5.2.D Bidder studies and carefully correlates his/her observations with the Contract Documents.

6.0 Interpretations

- 6.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Questions received less than 5 days prior to the date for the opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.0 Bid Security

- 7.1 Bid security shall be a cashier's check, certified check, postal money order, or bid bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor) made payable to the Port of Walla Walla in an amount not less than five (5) percent of the amount of the base bid, and no bid will be considered unless accompanied by such bid security.
- 7.2 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Contract Agreement and furnish the required Contract Security within 6 days of the Notice of Award, the OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

8.0 Contract Time

- 8.1 The contract time to complete this project is **45** calendar days after the Port issues a Notice to Proceed authorization.
- 8.2 Where CONTRACTOR is prevented from completing any part of the work within the contract times due to delay beyond the control of CONTRACTOR, the contract times will be extended in an amount equal to the time lost due to such delay. If the CONTRACTOR is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond the control of OWNER and CONTRACTOR, the CONTRACTOR shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to

CONTRACTOR'S ability to complete the work within the contract times. Such an adjustment shall be CONTRACTOR'S sole and exclusive remedy.

9.0 Preconstruction Conference

- 9.1 Before any work at the site is started, a preconstruction conference attended by OWNER, CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the work and to discuss the schedules handling drawings, other submittals, processing applications for payment, and maintaining required records.

10.0 Liquidated Damages

- 10.1 If the CONTRACTOR shall fail to complete the work within the time specified in the Contract Agreement, the CONTRACTOR shall pay the OWNER as liquidated damages \$200 per day for each and every calendar day that the work remains uncompleted beyond the specified dates. The CONTRACTOR does hereby authorize the OWNER to deduct such liquidated damages from the amount due, or to become due, the CONTRACTOR. The CONTRACTOR further agrees that any such deduction shall not, in any degree, release the CONTRACTOR from further obligations and liabilities in respect to the fulfillment of the entire contract. Provisions for liquidated damage are also set forth in the Contract Agreement.

11.0 Substitutes or "Or-Equal" Items

- 11.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER, application for such acceptance will not be considered by the ENGINEER until after the "effective date of the Contract Agreement."

12.0 Subcontractors and Others

- 12.1 The Bidder shall complete and submit in their bid the attached "List of Subcontractors" form, for the categories of work performed by those subcontractors, and the work to be performed by the Bidder. Prime Bidders are cautioned to verify that all their proposed subcontractors are also registered and licensed to perform business in the State of Washington.
- 12.2 The OWNER may request from the Bidder within three (3) business days of the Bid Opening, additional information regarding the Bidder's experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person, and organization.
- 12.3 If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization before giving the Notice of Award, either may request the apparent successful Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person, or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to the OWNER and ENGINEER.
- 12.4 No CONTRACTOR shall be required to employ any subcontractor, other person, or organization against whom the CONTRACTOR has a reasonable objection.

13.0 Bid Form

- 13.1 The Bid Form is attached hereto.
- 13.2 Bid Form must be completed in ink or typed. The bid price of each item on the form must be stated in numerals.
- 13.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.4 Bids by a Limited Liability Company must be executed in the company's name and signed by the managing member or a member with authority, whose title must appear under the signature and the official address of the company must be shown below the signature.
- 13.5 All names must be typed or printed below the signature.
- 13.6 The Bid shall contain an acknowledgment or receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 13.7 The address to which communications regarding the Bid are to be directed must be shown.

14.0 Submission of Bids

- 14.1 Bids shall be submitted at the time and place indicated and shall be included in a sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

15.0 Modifications and Withdrawal of Bids

- 15.1 Bids may be modified or withdrawn by an appropriate written document duly executed and delivered to the OWNER at the location where Bids are to be submitted at any time prior to the opening of Bids.
- 15.2 If within 48 hours after the Bids are opened, any Bidder may file a duly signed written notice with the OWNER and promptly thereafter demonstrate to the reasonable satisfaction of the OWNER that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified and is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.
- 15.3 All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate contract file.

16.0 Opening of Bids

- 16.1 Bids will be opened publicly and read aloud. An abstract of the amounts of the base Bids and major alternates, if applicable, will be made available after the opening of Bids.

17.0 Bids to Remain Open

- 17.1 All Bids shall remain open for 30 days after the day of the Bid opening, but the OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

18.0 Award of Contract

- 18.1 The OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum, thereof, will be resolved in favor of the correct sum.
- 18.2 In evaluating Bids, the OWNER shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, unit prices, and alternates (if requested) in the Bid Form costs. The OWNER intends to award bids based upon the lowest responsible bid received.
- 18.3 The OWNER may consider the qualifications and experience of subcontractors, other persons, and organizations (including those who are to furnish the principal items of material or equipment) proposed for the work. Operating costs, maintenance considerations, performance data, and guarantees of material and equipment may also be considered by the OWNER.
- 18.4 The OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders proposed subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the OWNER'S satisfaction within the prescribed time.
- 18.5 The OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the OWNER'S satisfaction.
- 18.6 If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the OWNER indicates that the award will be in its best interest.

19.0 Contractor's Responsibilities

- 19.1 Supervision
CONTRACTOR shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- 19.2 Labor
CONTRACTOR shall provide competent, suitably qualified personnel to survey and layout the work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.
- 19.3 Services, Materials, and Equipment
19.3.A Unless otherwise specified in the Contract Documents, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the work.

- 19.3.B All materials and equipment incorporated into the work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- 19.3.C All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 19.4 Permits
CONTRACTOR shall obtain and pay for all construction permit(s). The CONTRACTOR will provide the OWNER with the appropriate construction permit.
- 19.5 Taxes
CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the State of Washington which are applicable during the performance of the work.
- 19.6 Removal of Debris during Performance of the Work
During the progress of the work, the CONTRACTOR shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations of the city, county, and the State of Washington.
- 19.7 Cleaning
Prior to substantial completion of the work, the CONTRACTOR shall clean the site and the work and make it ready for utilization by OWNER. At the completion of the work, the CONTRACTOR shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- 19.8 Safety and Protection
- 19.8.A CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- all persons on the site or who may be affected by the work;
 - all the work and materials and equipment to be incorporated therein, whether in the storage on or off the site; and
 - other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- 19.8.B CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and

underground facilities and other utility owners when examination of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- 19.8.C All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).
- 19.8.D CONTRACTOR'S duties and responsibilities for safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the work is acceptable.

19.9 Emergencies

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER or OWNER prompt written notice if CONTRACTOR believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER or OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

20.0 Insurance Requirements

- 20.1 The CONTRACTOR shall furnish to the OWNER copies of their insurance policies (not certificates) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 20.2 The CONTRACTOR insurance policies shall name the OWNER as an Additional Insured and shall provide a copy of the Additional Insured endorsement to the OWNER.
- 20.3 The CONTRACTOR shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract.
- 20.4 The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder, and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract work until such subcontractor has obtained insurance similar to that required hereunder for the CONTRACTOR.
- 20.5 Approval of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder. Companies writing the insurance under this article shall be licensed to do business in the State of Washington or be permitted to do business under the Surplus Line Law of the State of Washington.
- 20.6 The CONTRACTOR shall comply with the Washington State Industrial Insurance Act. The CONTRACTOR shall purchase and maintain during the life of this contract "stop-gap" insurance for all

his employees to be engaged in work on this project under this Contract. In case any such work is sublet, the CONTRACTOR shall require all subcontractors to provide the same insurance coverage for all of the latter's employees to be engaged in such work. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Washington State Industrial Insurance Act or "stop-gap" insurance, the CONTRACTOR shall provide and shall cause each subcontractor to provide, for such class of employees under its control, compensation insurance and employer's liability insurance with a private insurance company.

20.7 Commercial General Liability Insurance:

CONTRACTOR will carry and maintain Commercial General Liability Insurance and, if necessary, Commercial Umbrella Insurance, with a limit of not less than \$1 million per each occurrence. If Commercial General Liability Insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. Commercial General Liability Insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. The CONTRACTOR will provide Commercial General Liability Insurance coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

20.8 Automobile Liability Insurance

CONTRACTOR will carry and maintain either commercial automobile liability insurance or a personal line automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. If a personal line automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the insurance policy must show evidence that these conditions have been met. If the CONTRACTOR will use non-owned vehicles in the performance of the Contract, the coverage will include owned, hired, and non-owned automobiles.

20.9 Workers' Compensation and Employer Liability Insurance

The CONTRACTOR will carry and maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the OWNER. If the Contract is for over \$50,000, then the CONTRACTOR will also maintain employer liability coverage with a limit of not less than \$1 million.

20.10 Miscellaneous Insurance Provisions

- 20.10.A CONTRACTOR'S liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the OWNER. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the OWNER.
- 20.10.B When such coverage is required, the CONTRACTOR'S commercial general liability insurance and automobile liability insurance will include the OWNER as an additional insured. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the OWNER.

- 20.10.C When such coverage is required, the CONTRACTOR'S commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the OWNER as an additional insured.
 - 20.10.D The CONTRACTOR'S insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
 - 20.10.E The CONTRACTOR will include all subcontractors as insured's under its policies or will furnish to the OWNER copies of the separate policies and Additional Insured endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
 - 20.10.F The CONTRACTOR will carry and maintain all required insurance policies in force from the time services commence until services are completed. Policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the CONTRACTOR'S liability coverage is written as a claims-made policy, then the CONTRACTOR must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services.
 - 20.10.G The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- 20.11 Verification of Coverage and Acceptability of Insurers
- 20.11.A The CONTRACTOR will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of A-X or better.
 - 20.11.B The CONTRACTOR will furnish the OWNER with properly executed policies of insurance (not certificates) or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The insurance policies will, at a minimum, list limits of liability and coverage. The insurance policies will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the OWNER. Any insurance policies or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes must be amended so as not to negate the intent of this provision.
 - 20.11.C Policies of insurance will show the certificate holder as the OWNER and indicate "care of" the appropriate OWNER. The address of the certificate holder will be shown as the current address of the OWNER.
 - 20.11.D The CONTRACTOR will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the OWNER that the CONTRACTOR is currently paying workers' compensation.
 - 20.11.E Written notice of cancellation or change will be mailed to the OWNER at the following address:
 - Port of Walla Walla
 - 310 A. Street
 - Walla Walla, WA 99362

20.12 Underground, Collapse, and Blasting

The following clause shall be included in the coverage for which the certificate is furnished:

“Injury to or destruction of property caused by the collapse or structural injury to any building or structure due (a) to excavation, pile driving, or caisson work or (b) moving, shoring, underpinning, raising, or demolition of any building or structure or removal or rebuilding or any structural support and damage due to any blasting operations and damage to any underground utilities in the performance of the work”.

20.13 Proof of Carriage of Insurance

The CONTRACTOR shall furnish the OWNER with satisfactory proof of carriage of the insurance required and this proof shall state specifically the name of the project and address or location thereof. All insurance policies must be signed copies. The OWNER shall be named as Additional Insured on the insurance policy.

20.14 Cancellation of Insurance

No cancellation of the foregoing insurance policies shall be effective without 45 days prior notice to the OWNER.

21.0 Hold Harmless

21.1 The CONTRACTOR shall protect, defend, indemnify and save harmless the OWNER, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the CONTRACTOR. The CONTRACTOR agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives, as respects the OWNER only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 Revised Code of Washington. In the event, the OWNER obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the CONTRACTOR.

21.2 The OWNER shall protect, defend, indemnify and save harmless the CONTRACTOR, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the OWNER. The OWNER agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the OWNER, by mutual negotiation, hereby waives, as respects the CONTRACTOR only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event, the CONTRACTOR obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the OWNER.

21.3 The CONTRACTOR will indemnify, defend, and hold the OWNER (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent CONTRACTORS, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceedings that are based upon (a) the CONTRACTOR'S breach of any obligations, representations, or warranties under the Agreement, (b) the CONTRACTOR'S outside business activities, or (c) the infringement or misappropriation by the CONTRACTOR of any foreign or United States patent, copyright, trade secret, or other proprietary rights in results.

22.0 Contract Security – Payment & Performance Bonds

- 22.1 For Contracts less than \$35,000 (Thirty-five thousand dollars), as an option of the CONTRACTOR and OWNER, in lieu of Contract Security in the form of a Payment and Performance Bond, the OWNER shall retain fifty percent (50%) of the contract amount for a period of up to (60) sixty days after the date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.
- 22.2 For Contracts greater than \$35,000 (Thirty-five thousand dollars), the CONTRACTOR shall provide Contract Security in the form of a Payment Bond and Performance Bond, the OWNER shall retain five percent (5%) of the contract amount for a period of up to (60) sixty days after the date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010. When the successful Bidder delivers the executed Contract Agreement to the OWNER, it shall be accompanied by the required Contract Security in the form of a Payment Bond and Performance Bond. Sample copies of Performance Bond & Payment Bond are attached hereto.
- 22.3 CONTRACTOR shall furnish these bonds in an amount at least equal to the Contract Price plus applicable State Sales Tax as security for the faithful performance and payment of all of the CONTRACTOR'S obligations under the Contract Documents.
- 22.4 All bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Washington to issue bonds.
- 22.5 If the surety company issuing the bonds furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in Washington State, the CONTRACTOR shall promptly notify OWNER and shall, within 20 days after the event giving rise to such notification, provide another Contract Security which shall comply with the requirements as stated of above.

23.0 Signing of Contract Agreement

- 23.1 When the OWNER gives a "Notice of Award" to the successful Bidder, it will be accompanied by 2 unsigned counterparts of the Contract Agreement and all other Contract Documents. Within 10 days thereafter, the Contractor shall sign and deliver 2 counterparts of the Contract Agreement to the OWNER with all other Contract Documents attached. Within 6 days thereafter, the OWNER will deliver one copy of all fully signed counterparts to the CONTRACTOR.

Bid Form
Bid Project PWW 2021-10- Paine Building Asbestos Removal

Project Identification: **Bid Project PWW 2021-10- Paine Building Asbestos Removal**

This Bid Submitted To: **Port of Walla Walla, 310 A Street, Walla Walla, WA 99362**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and accordance with the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 30 days after the day of Bid opening. The Bidder will sign the Contract Agreement and submit a Contract Security Performance Bond within 10 days after the date of the OWNER's issues a Notice of Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Contract Agreement, that:
 - (a) The Bidder has examined copies of all the Contract Documents and the following addenda if issued. Receipt of addenda (if applicable) is hereby acknowledged:

Date:	Addenda #:	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (b) The Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as the Bidder deems necessary.
 - (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or the OWNER.
4. The Bidder will complete the Work for the prices as set forth in the attached Bid Form.
5. The Bidder agrees that the Work will be completed in accordance with the schedule stated within the Contract Agreement.
6. The following documents are attached to and **must be submitted in order for the bid to be considered:**
 - (a) Executed and Completed Bid Form
 - (b) Required Bid Security in the form of:
 - ☐ Cashier's Check
 - ☐ Certified Check
 - ☐ Postal Money Order
 - ☐ Bid Bond (executed with a corporate surety licensed to do business in the State of Washington and the Contractor)

- (c) Executed Affidavit of Non-Collusion.
- (d) Executed Anti-Discrimination Certificate.
- (e) Completed List of Subcontractors Form attached.
- (f) Completed Bidder's Experience Form attached.

7. Communications concerning this Bid shall be addressed to the address of the Bidder indicated below:

Type or Print Name			
Title			
Company Name			
Address, City, State, Zip			
E-Mail Address			
Phone #		Cell #	
WA State Contractor Registration #		WA State Unified Business Identifier #	
WA State Employment Security Dept #		Industrial Insurance Coverage #	

Bid Form
Bid Project PWW 2021-10- Paine Building Asbestos Removal

Base Bid Cost (Numbers)

Material Sample #, Location	Description	Asbestos Content	Estimated Quantity	Unit Price (SQFT)	Bid Schedule
#400, Room 2	Sheet Vinyl, Gray Tan Mastic	SV-17% Chrysotile Mastic-3% Chrysotile	40 SQFT	\$	\$
#402, Room 4 & 7	9" Floor Tile, Tan Black Mastic	SV 5% Chrysotile	1,149 SQFT	\$	\$
#500, Offices	Drywall, White/ Brown Joint Compound	JC-4% Chrysotile Texture-3% Chrysotile	6,966 SQFT	\$	\$
TOTAL					\$

BID SUBMITTED ON _____, 2021

The bid shall be signed by an authorized representative.

(Print Name & Title)

(Date)

(Signature)

List of Subcontractors

Bid Project PWW 2021-10- Paine Building Asbestos Removal

The Bidder shall list the name, city, and state of the following subcontractors (if applicable) to be involved in the project. **Must be completed and submitted with the bid proposal. Fill in only the subcontractors applicable to the Project.**

_____	_____
(Subcontractor/Work)	(City, State)

_____	_____
(Subcontractor/Work)	(City, State)

_____	_____
(Subcontractor/Work)	(City, State)

_____	_____
(Subcontractor/Work)	(City, State)

_____	_____
(Subcontractor/Work)	(City, State)

Note: The successful Bidder's subcontractors will be required to provide proof of the following:

- √ WA State Contractor Registration #
- √ WA State Unified Business Identifier #
- √ WA State Employment Security Department #
- √ Industrial Insurance Coverage
- √ Electrical Contractor License (if applicable)
- √ Elevator Contractor License (if applicable)

Bidder's Experience

Bid Project PWW 2021-10- Paine Building Asbestos Removal

List the following project information for similar type of projects the bidder has completed beginning with the most recent.

Year	Project Name	Contract Amount	Project Description	References & Contact Info

Affidavit of Non-Collusion
Bid Project PWW 2021-10- Paine Building Asbestos Removal

STATE OF WASHINGTON

COUNTY OF WALLA WALLA

_____, (Contractor),
being first duly sworn, certifies that the Bid above submitted is a genuine Bid and not a sham or collusive Bid or a Bid made in the interest or on behalf of any person not therein named; and it is further certified that the said 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 other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure an advantage over other Bidder or Bidders.

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2021

NOTARY PUBLIC in and for the State of

Washington, residing at _____

Anti-Discrimination Certificate
Bid Project PWW 2021-10- Paine Building Asbestos Removal

STATE OF WASHINGTON

County of Walla Walla

The Bidder hereby stipulates that no person shall be discriminated against in the bidding of the services and/or materials herein and that the Bidder shall not refuse employment to any person related to this Contract because of such person's race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2021.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

Contract Agreement

Bid Project PWW 2021-10- Paine Building Asbestos Removal

THIS AGREEMENT made this _____ day of _____, 20____, between the PORT OF WALLA WALLA, hereinafter called the OWNER and _____, hereinafter called the CONTRACTOR.

WITNESSETH:

1.0 WORK

The OWNER and the CONTRACTOR, in consideration of the payments hereinafter mentioned, agree that the CONTRACTOR will sell and deliver to the OWNER, and the OWNER agrees to purchase and receive from the CONTRACTOR, the following services in accordance with the contract/bid documents and the provision of the CONTRACTOR'S proposal attached hereto and made a part hereof:

Asbestos removal of a Port of Walla Walla owned building located at 714 Paine Street, Walla Walla, WA 99362. The asbestos removal consists of the following:

- Approximately 40 SQFT - Sheet Vinyl, Gray Tan Mastic – Room 2
- Approximately 1,149 SQFT - 9" Floor Tile, Tan Black Mastic – Room 4, 7
- Approximately 6,966 SQFT - Drywall, White/Brown Joint Compound – Offices

2.0 PAYMENT PROCEDURE

In consideration of said work mentioned above, the OWNER agrees to pay the CONTRACTOR \$_____ plus applicable sales tax. Monthly payments may be made by the OWNER to the CONTRACTOR.

The OWNER may make a partial payment to the CONTRACTOR for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the CONTRACTOR, solely for the purposes of payment; PROVIDED, HOWEVER, that the billing invoice shall be received by the OWNER not later than noon on Thursday preceding the fourth Thursday of each month in which payment is expected.

Approval for payment by the OWNER shall not be deemed approval of the workmanship or materials. Only 50 or 95 percent of each such estimate approved during the construction of the Project shall be paid by the OWNER to the CONTRACTOR prior to completion of the Project. Five or Fifty percent of the amount of the Contract shall be withheld until final acceptance of the work is granted by the OWNER, the CONTRACTORS and Subcontractors approved affidavit of wages paid has been received by the OWNER, and applicable releases, if required, are received from the Washington State Department of Revenue- Public Works Section, Washington State Employment Security Department – Specialized Collections Unit, and Washington State Department of Labor & Industries and settlement of any filed liens under Title 60, Revised Code of Washington whichever is later.

For Contracts less than \$35,000 (Thirty-five thousand dollars), as an option of the CONTRACTOR and OWNER, in lieu of Contract Security, retain fifty percent (50%) of the contract amount for a period of up to (60) sixty days after the date of final acceptance, or until receipt of all necessary releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010

For Contracts greater than \$35,000 (Thirty-five thousand dollars), the CONTRACTOR shall provide Contract Security in the form of a Payment Bond and Performance Bond, the OWNER shall retain five percent (5%) of the contract amount for a period of up to (60) sixty days after the date of final acceptance, or until receipt of all necessary State of Washington releases required and settlements of any liens filed, whichever is later, per RCW 39.08.010.

No payment shall be due while the CONTRACTOR is in default in respect to any of the provisions of this contract and the OWNER may withhold from the CONTRACTOR the amount of any claim by a third party against either the CONTRACTOR or the OWNER based on the alleged failure of the CONTRACTOR to perform the work hereunder in accordance with the provisions of this contract.

3.0 RESPONSIBILITY OF CONTRACTOR

3.1 Safety

The CONTRACTOR shall take all necessary precautions for the safety of employees on the worksite and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The CONTRACTOR shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against known or unusual hazards.

3.2 Correction of Defects

CONTRACTOR shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, the CONTRACTOR shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the OWNER. The CONTRACTOR shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by OWNER and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where the loss of service may result, such corrections may be made by the OWNER, in which case the cost shall be borne by the CONTRACTOR. In the event the CONTRACTOR does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the CONTRACTOR.

3.3 Warranty

The CONTRACTOR shall be liable for any costs, losses, expenses, or damages including consequential damages suffered by the OWNER resulting from defects in the CONTRACTOR'S work including, but not limited to, cost of materials and labor expended by the OWNER in making emergency repairs and cost of engineering, inspection, and supervision by the OWNER. The CONTRACTOR shall hold the OWNER harmless from any and all claims which may be made against the OWNER as a result of any defective work and the CONTRACTOR shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract document, the OWNER will rely on the professional judgment of the CONTRACTOR to make appropriate selections.

3.4 Nondiscrimination/Affirmative Action

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the CONTRACTOR setting forth the provisions of this nondiscrimination clause.

3.5 **Employment**

Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Contract, shall be considered employees of the CONTRACTOR only and not of the OWNER. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR'S employees, while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the OWNER.

4.0 **TAXES**

- 4.1 The amount of tax reported and paid by the CONTRACTOR to the Washington State Department of Revenue due to any and all payments made to the CONTRACTOR for the work performed under this Contract shall be coded to the proper local or county authority by using the proper tax code location. Additionally, the CONTRACTOR shall require all subcontractors performing work under this Contract to use the proper tax code location in reporting tax to the Washington State Department of Revenue for the payments they receive from the CONTRACTOR.
- 4.2 The CONTRACTOR, as a condition of receiving any retainage held under this Contract, shall provide to the OWNER copies of all state tax returns showing that the tax has been reported in compliance with the above paragraph.

5.0 **PREVAILING WAGES**

- 5.1 The CONTRACTOR agrees that no workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the 'prevailing rate of wage' as determined by the industrial statistician of the Department of Labor and Industries, federal "Davis-Bacon" wage rates, or other required wage rates, as defined in the Bid Document. When comparing state/federal wage rates, the CONTRACTOR shall pay the higher wage amount for a listed labor classification. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein. The CONTRACTOR agrees to comply with Title 39, Revised Code of Washington, and all other applicable laws. Before payment of any funds will be made, the CONTRACTOR shall submit, and the Washington State Department of Labor and Industries shall have approved, a statement of intent to pay prevailing wages for the labor classifications involved.
- 5.2 Ten percent of the amount of the Contract shall be withheld until final acceptance of the work is granted by the OWNER, an affidavit of wages paid has been submitted to the OWNER, and applicable releases from the Washington State Department of Revenue- Public Works Section, Washington State Employment Security Department – Specialized Collections Unit, and Washington State Department of Labor & Industries and settlement of any filed liens under Title 60, Revised Code of Washington, whichever is later.

6.0 **EQUAL OPPORTUNITY**

- 6.1 Unless exempted pursuant to the provisions of Executive Order 11246 of September 24, 1965, the rules, regulations, and relevant orders of the Secretary of Labor thereunder, during the performance of this Contract, the CONTRACTOR agrees as follows:

- 6.1.A The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 6.1.B The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- 6.1.C The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTOR'S commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.1.D The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.1.E The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
- 6.1.F In the event of the CONTRACTOR'S non-compliance with the equal opportunity clause of this Contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- 6.1.G The CONTRACTOR will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as a means of enforcing such provisions including sanctions for non-

compliance; PROVIDED, HOWEVER, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7.0 DRUG-FREE WORKPLACE

The CONTRACTOR agrees to abide by the Drug-Free Workplace Act of 1988. The CONTRACTOR will remove any employee from further work when it is determined that they are not fit for duty. The CONTRACTOR will include these provisions in each and every subcontract so that such provisions will be binding upon each subcontractor. In the event the CONTRACTOR fails to comply with the aforementioned requirements or fails to enforce these requirements, then this contract can be immediately canceled upon written notification from the OWNER.

8.0 HOLD HARMLESS

- 8.1 The CONTRACTOR shall protect, defend, indemnify and save harmless the OWNER, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the CONTRACTOR. The CONTRACTOR agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives, as respects the OWNER only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event, the OWNER obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the CONTRACTOR.
- 8.2 The OWNER shall protect, defend, indemnify and save harmless the CONTRACTOR, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the OWNER. The OWNER agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the OWNER, by mutual negotiation, hereby waives, as respects the CONTRACTOR only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51, Revised Code of Washington. In the event, the CONTRACTOR obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the OWNER.
- 8.3 The CONTRACTOR will indemnify, defend, and hold the OWNER (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent CONTRACTORS, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the CONTRACTOR'S breach of any obligations, representations, or warranties under the Agreement, (b) the CONTRACTOR'S outside business activities, or (c) the infringement or misappropriation by the CONTRACTOR of any foreign or United States patent, copyright, trade secret, or other proprietary rights in results.

9.0 INSURANCE

Prior to commencing work, the CONTRACTOR agrees to obtain and continuously carry and maintain, during the period this Agreement remains in force, such insurance as the OWNER considers necessary for the proper protection of the parties hereto and in forms approved by the OWNER.

The CONTRACTOR will also comply with all other insurance conditions as outlined in the "Instruction to Bidders" section.

9.1 Commercial General Liability Insurance

CONTRACTOR will carry and maintain Commercial General Liability Insurance and, if necessary, Commercial Umbrella Insurance, with a limit of not less than \$1 million per each occurrence. If Commercial General Liability Insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. Commercial General Liability Insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. The CONTRACTOR will provide Commercial General Liability Insurance coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

9.2 Automobile Liability Insurance

CONTRACTOR will carry and maintain either commercial automobile liability insurance or a personal line automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. If a personal line automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the insurance policy must show evidence that these conditions have been met. If the CONTRACTOR will use non-owned vehicles in the performance of the Contract, the coverage will include owned, hired, and non-owned automobiles.

9.3 Workers' Compensation and Employer Liability Insurance

The CONTRACTOR will carry and maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the OWNER. If the Contract is for over \$50,000, then the CONTRACTOR will also maintain employer liability coverage with a limit of not less than \$1 million.

10.0 CONTRACT TERMINATION

In the event that any of the provisions of this Contract are violated by the CONTRACTOR, the OWNER may serve a written notice of intention to terminate such Contract upon the CONTRACTOR, which notice shall specify the reasons therefore. Unless within 10 days after serving of such notice upon the CONTRACTOR such violations cease and an arrangement for the correction thereof be made satisfactory to the OWNER, this Contract shall, upon the expiration of the said 10 days, cease and terminate.

11.0 CONTRACT TIME

11.1 The work shall be completed **45** calendar days after Notice to Proceed.

11.2 If the CONTRACTOR shall fail to complete the work within the time specified in the Contract Agreement, the CONTRACTOR shall pay the OWNER as liquidated damages \$200 per day for each and every calendar day that the work remains uncompleted beyond the specified dates. The CONTRACTOR does hereby authorize the OWNER to deduct such liquidated damages from the amount due, or to become due, the CONTRACTOR. The CONTRACTOR further agrees that any such deduction shall not, in any degree, release the CONTRACTOR from further obligations and liabilities in respect to the fulfillment of the entire contract.

- 11.3 Where CONTRACTOR is prevented from completing any part of the work within the contract times due to delay beyond the control of CONTRACTOR, the contract times will be extended in an amount equal to the time lost due to such delay. If the CONTRACTOR is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond the control of OWNER and CONTRACTOR, the CONTRACTOR shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to CONTRACTOR'S ability to complete the work within the contract times. Such an adjustment shall be CONTRACTOR'S sole and exclusive remedy.

12.0 CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations.

- 12.1 The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the Work.
- 12.2 The CONTRACTOR has made or caused to be made examinations, investigations, and tests, and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the CONTRACTOR for such purposes.
- 12.3 The CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 12.4 The CONTRACTOR has given the ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution, thereof, by the ENGINEER, is acceptable to the CONTRACTOR.

13.0 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER and the CONTRACTOR made a part hereof, and consists of the following:

- 13.1 Contract Agreement
- 13.2 Exhibits to this Agreement
- 13.3 Contract Security - Performance Bond & Payment Bond *(if applicable)*
- 13.4 Notice of Award
- 13.5 Notice to Proceed
- 13.6 Addenda number ___ to ___ *(if applicable)*
- 13.7 Contractor's Executed Bid Form
- 13.8 Contractor Executed Affidavit of Non-Collusion
- 13.9 Contractor Executed Anti-Discrimination Certificate
- 13.10 Insurance Policies
- 13.11 Any Modification, including Change Orders, duly delivered after the execution of Agreement
- 13.12 Contract Documents may only be altered, amended, or repealed by a Modification.

14.0 Warranty/Guarantee

The CONTRACTOR shall warranty/guarantee all work performed against all defects of materials or workmanship, as called for in the plans, specifications, and addenda, for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

15.0 MISCELLANEOUS

- 15.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 15.2 The OWNER and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 15.3 Venue: In the event, a suit is instituted by the OWNER to enforce any of the provisions of this Contract it is agreed that the venue of the said suit will be in Walla Walla County, Washington.
- 15.4 Filing of Liens and Claims: The OWNER is the official contracting agency for work under this Contract. All liens, and/or claims pertaining to this Contract shall be filed directly with the Executive Director, Port of Walla Walla, 310 A Street, Walla Walla, Washington 99362, (509) 525-3100. Said liens and claims shall be in conformance with Title 39, Revised Code of Washington.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR on their behalf.

This Agreement will be effective on _____, 20_____.

Owner Signature

Contractor Signature

(Print Name)

(Print Name)

Executive Director

(Print Title)

(Print Title)

Prevailing Wage Rates for Walla Walla County
Bid Project PWW 2021-10- Paine Building Asbestos Removal

Listing of Current Prevailing Wage Rates

Go to the Washington State Department of Labor & Industries website at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the Port of Walla Walla, has awarded to _____
_____ hereinafter designated as the "Principal," a
contract for _____ *(RFP Name)* _____ attached hereto and made a part
hereof, and whereas, said Principal is required under the terms of said contract to furnish a bond for the faithful
performance of said contract;

NOW, THEREFORE, we the Principal and _____ a
corporation, organized and existing under and by virtue of the laws of the State of _____,
and duly authorized to do business in the State of Washington as surety, are held and firmly bound unto the Port
of Walla Walla, for and in behalf of _____ in the sum of _____
_____ Dollars (\$ _____), lawful money of the
United States for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by those presents. The performance bond shall
be for 100 percent of the contract amount.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his/her or 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 said contract, and shall faithfully perform and fulfill
all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of
said contract that may hereafter be made, at the time and in the manner therein specified, and shall indemnify
and save harmless the Port of Walla Walla, from any defect or defects, on any of the workmanship or materials
entering into any part of the work or designated equipment covered by said contract, which develop or be
discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and
void; otherwise it shall be and remain in full force and effect; provided that the liability hereunder for defects in
materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum
_____ Dollars (\$ _____).
(100% of contract sum)

PROVIDED, FURTHER, that the said surety, for value received, hereby further stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract or the work to be performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it
does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or
the work or the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety has caused this bond and four (4) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 20_____.

Principal

By

Title

TWO WITNESSES:

ATTEST (If Corporation)

Surety

By _____

By _____

Title _____

Its _____

Approved as to form:

Address of local office and agent of
Surety Company is:

By _____

NOTE: Date of Bond must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute Bond.

SAMPLE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas the Port of Walla Walla, has awarded to _____
_____ hereinafter designated as the
"Principal," a contract for _____ (RFP Name) _____
_____ as attached hereto and made a part
hereof, and whereas, said Principal is required under the terms of said contract to furnish a bond for the faithful
performance of said contract;

NOW, THEREFORE, we the Principal and _____
a corporation, organized and existing under and by virtue of the laws of the State of _____
and duly authorized to do business in the State of Washington as surety, are held and firmly bound unto the Port
of Walla Walla, for and in behalf of _____
_____ in the sum of _____
_____ Dollars (\$ _____), lawful money of the United States for payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by those presents. The payment bond shall be for 100 percent of the contract
amount.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his/her or its heirs, executors,
administrators, successors or assigns, shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such work, and all insurance premiums on said work, and for all labor,
performed in such work whether by a subcontractor or otherwise, then this obligation shall be void: otherwise it
shall be and remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby further stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract or the work to be performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it
does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or
the work or the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of
any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety has caused this bond and four (4) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 20_____.

Principal

By

Title

TWO WITNESSES:

ATTEST (If Corporation)

Surety

By _____

By _____

Title _____

Its _____

Approved as to form:

Address of local office and agent of
Surety Company is:

By _____

NOTE: Date of Bond must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute Bond.

Asbestos Survey

for

Industrial/Commercial Building

714 Paine St.
Walla Walla, WA 99362

Projects #A2021 0101

11/22/2020

prepared for:

Port of Walla Walla
Brian Hurst
Project Manager
310 A St
Walla Walla, WA 99362
behportww@gmail.com

prepared by:

Blue Mountain Environmental & Consulting Co., Inc.
PO Box 545/125 Main Street
Waitsburg, WA 99361
(509) 520-6519

Contents

1.0	INTRODUCTION.....	1
2.0	ASBESTOS SURVEY	2
2.1	Regulatory Information	2
2.2	Sampling Methodology	2
2.3	Homogeneous Materials Identified During the Inspection	3
2.4	Results of Laboratory Analysis	4
3.0	FINDINGS AND CONCLUSIONS	6
4.0	LIMITING CONDITIONS	7
APPENDIX A	ASBESTOS LAB DATA	
APPENDIX B	SITE SAMPLE DRAWINGS	
APPENDIX C	PROFESSIONAL CERTIFICATIONS	

1.0 INTRODUCTION

Blue Mountain Environmental and Consulting Company, Inc. (BMEC) was retained by Brian Hurst with the Port of Walla Walla to conduct a hazardous building material survey specific to asbestos. The assessed Industrial/Commercial Building is located at 714 Paine St. Walla Walla, WA 99362. BMEC performed the renovations/demolition asbestos survey in general accordance with the Asbestos Hazard Emergency Response Act (AHERA).

The survey was conducted by Yancy Meyer, AHERA Building Inspector with BMEC on January 07, 2021.

Copy of his certification is in Appendix D of this report.

2.0 ASBESTOS SURVEY

2.1 Regulatory Information

Asbestos is the name given to a group of naturally occurring minerals that are resistant to heat and corrosion. Asbestos has been used in products, such as insulation for pipes (steam lines for example), floor tiles, building materials, and in vehicle brakes and clutches. Asbestos includes the mineral fibers chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite and any of these materials that have been chemically treated or altered. Heavy exposures tend to occur in the construction industry and in ship repair, particularly during the removal of asbestos materials due to renovation, repairs, or demolition. Workers are also likely to be exposed during the manufacture of asbestos products (such as textiles, friction products, insulation, and other building materials) and during automotive brake and clutch repair work.

Asbestos is well recognized as a health hazard and its use is now highly regulated by both OSHA and EPA. Asbestos fibers associated with these health risks are too small to be seen with the naked eye. Breathing asbestos fibers can cause a buildup of scar-like tissue in the lungs called asbestosis and result in loss of lung function that often progresses to disability and death. Asbestos also causes cancer of the lung and other diseases such as mesothelioma of the pleura which is a fatal malignant tumor of the membrane lining the cavity of the lung or stomach. Epidemiologic evidence has increasingly shown that all asbestos fiber types, including the most used form of asbestos, chrysotile, causes mesothelioma in humans.

Worker exposure to asbestos hazards are addressed in specific OSHA standards for the construction industry, general industry and shipyard employment sectors. These standards reduce the risk to workers by requiring that employers provide personal exposure monitoring to assess the risk and hazard awareness training for operations where there is any potential exposure to asbestos. Airborne levels of asbestos are never to exceed legal worker exposure limits. There is no "safe" level of asbestos exposure for any type of asbestos fiber. Asbestos exposures as short in duration as a few days have caused mesothelioma in humans. Every occupational exposure to asbestos can cause injury or disease; every occupational exposure to asbestos contributes to the risk of getting an asbestos related disease. Where there is exposure, employers are required to further protect workers by establishing regulated areas, controlling certain work practices and instituting engineering controls to reduce the airborne levels. The employer is required to ensure exposure is reduced by using administrative controls and provide for the wearing of personal protective equipment. Medical monitoring of workers is also required when legal limits and exposure times are exceeded.

2.2 Sampling Methodology

BMEC conducted this targeted asbestos survey to satisfy federal, state, and local regulations that require a survey to be performed prior to the renovation or demolition of existing buildings. The scope of this targeted asbestos survey included the following:

- Conduct an asbestos survey with a focus on identifying and collecting accessible building materials suspected to be asbestos containing materials (ACM) within AHERA guidelines.
- Submitting the bulk samples to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) to conduct analysis of bulk asbestos samples.

- The samples were analyzed by polarized light microscopy (PLM) on a standard turnaround basis.
- Preparing a detailed report that summarizes our findings and conclusions.

Suspect asbestos bulk samples were collected and placed into single use plastic bags, sealed and labeled immediately after collection. Care was taken to prevent cross-contamination of samples. Relevant sample data was recorded in the field at the time and place the samples were collected.

Bulk samples were sent to EMC Labs located at 9830 S 51st St #b109, Phoenix, AZ 85044 for analysis. The samples were analyzed for the presence of identifiable asbestos fibers using PLM in accordance with U.S. Environmental Protection Agency (EPA) Method 600/R-93/116 as specified in 40 Code of Federal Regulations (CFR), Chapter I, Part 763, Subpart F, Appendix A.

Homogeneous Materials Identified During the Inspection

The following summary represents identified homogeneous materials collected during this inspection:

714 Paine St. Walla Walla, WA 99362		
BMEC Material Sample #	Description	Location
400	Sheet Vinyl, Gray w/Tan Mastic	Room 2
401	12" Floor Tile, White w/Yellow/Black Mastic	Rooms 3, 5, 6
402	9" Floor Tile, Tan w/Black Mastic	Room 4, 7
500	Drywall, White/ Brown w/Joint Compound	Offices
501	4" Covebase, Beige w/Clear/Yellow Mastic	Room 5
502	4" Covebase, Brown w/Drk. Brown Mastic	Rooms 1, 3, 4, 5 & 6
503	4" Covebase, White w/Clear/Brown Mastic	Room 2

714 Paine St. Walla Walla, WA 99362		
BMEC Material Sample #	Description	Location
504	Plaster Interior, White	Room 1
600	12" Ceiling Tile, Lt. Gray/Lt. Brown w/Brown Mastic	Rooms 5 & 7
601	12" Ceiling Tile, White/Lt. Brown w/Brown Mastic	Room 5
700	Split-Sheet Roofing, White/Black	Warehouse Roof
701	Insulation, Brown/White/Black	North Room 10
702	Mastic, Gray w/Silver Paint	Roof
703	Mastic, Black	Roof
900	Window Putty, Gray	Metal Windows

2.3 Results of Laboratory Analysis

Table below summarizes all laboratory identified ACM from the assessed Industrial/Commercial Building located at 714 Paine St. Walla Walla, WA 99362.

BMEC Material Sample #	Description	Asbestos	Location
400	Sheet Vinyl, Gray Tan Mastic	SV-17% Chrysotile Mastic-3% Chrysotile	Room 2
402	9" Floor Tile, Tan Black Mastic	SV 5% Chrysotile	Room 4, 7

BMEC Material Sample #	Description	Asbestos	Location
500	Drywall, White/ Brown Joint Compound	JC-4% Chrysotile Texture-3% Chrysotile	Offices
702	Mastic, Gray Silver Paint	Mastic-3% Silver Paint-5% Chrysotile	Roof
703	Mastic, Black	Mastic-5% Chrysotile	Roof

See laboratory analysis in Appendix A.

3.0 FINDINGS AND CONCLUSIONS

On January 07, 2021, BMEC completed the asbestos, assessment at an Industrial/Commercial Building located at 714 Paine St. Walla Walla, WA 99362. A review of the laboratory data and any applicable regulatory standards we conclude the following:


1. Asbestos was detected in regulated concentrations (>1%) in homogenous samples identified in Section 2.4 above.
2. Prior to renovation/demolition activities, asbestos-containing materials must be abated utilizing certified asbestos workers adhering to abatement regulations provided in Washington Administrative Code (WAC) 296-62-077 Part I-1. If any new suspect materials are identified during demolition activities, work should be halted until the material(s) is sampled to confirm the absence or presence of asbestos.

4.0 LIMITING CONDITIONS

During this asbestos survey, Blue Mountain Environmental & Consulting Company Inc. endeavored to observe and sample all potential ACM's within the scope of upcoming renovations and or demolition. During renovation/demolition activities of the above identified structure, suspect materials not observed due to inaccessibility and or not part of the original scope of work may be uncovered that may warrant additional sampling and analysis for ACM.

We appreciate the opportunity to assist you on this project. Should you have any questions regarding this report, please call us at (509) 520-4416.

Report Written By:



Yancy Meyer

APPENDIX A
ASBESTOS LAB DATA

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-001 400.01	RM 2	LAYER 1 Sheet Vinyl, Gray	Yes	Chrysotile 17%	Cellulose Fiber 3%
		LAYER 2 Mastic, Tan Note: Difficult to separate adjacent layer	Yes	Chrysotile 3%	Carbonates Gypsum Quartz Binder/Filler 80%
0247790-002 400.02	RM 2	LAYER 1 Sheet Vinyl, Gray Note: *Not analyzed per client request			
		LAYER 2 Mastic, Tan Note: *Not analyzed per client request			
0247790-003 400.03	RM 2	LAYER 1 Sheet Vinyl, Gray Note: *Not analyzed per client request			
		LAYER 2 Mastic, Tan Note: *Not analyzed per client request			
0247790-004 401.01	RMS 3, 5 & 6	LAYER 1 12" Floor Tile, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow/ Black Note: Difficult to separate adjacent layer	No	None Detected	Cellulose Fiber 1% Carbonates Quartz Binder/Filler 99%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-005 401.02	RMS 3, 5 & 6	LAYER 1 12" Floor Tile, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow/ Black Note: Difficult to separate adjacent layer	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%
		LAYER 1 12" Floor Tile, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow/ Black Note: Difficult to separate adjacent layer	No	None Detected	Carbonates Quartz Binder/Filler 100%
0247790-007 402.01	RMS 4 & 7	LAYER 1 9" Floor Tile, Tan	Yes	Chrysotile 5%	Carbonates Quartz Binder/Filler 95%
		LAYER 2 Mastic, Black	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%
		LAYER 1 9" Floor Tile, Tan Note: *Not analyzed per client request			
		LAYER 2 Mastic, Black Note: *Not analyzed per client request			

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-009 402.03	RMS 4 & 7	LAYER 1 9" Floor Tile, Tan Note: *Not analyzed per client request LAYER 2 Mastic, Black Note: *Not analyzed per client request			
0247790-010 500.01	OFFICES	LAYER 1 Drywall, White/ Brown LAYER 2 Joint Compound, Beige LAYER 3 Texture/ Paint, Brown/ Beige	No Yes Yes	None Detected Chrysotile 4% Chrysotile 3%	Cellulose Fiber 12% Gypsum Quartz Carbonates Mica Perlite 88% Cellulose Fiber 1% Carbonates Mica Quartz Binder/Filler 95% Carbonates Mica Quartz Binder/Filler 97%
0247790-011 500.02	OFFICES	LAYER 1 Drywall, White/ Brown Note: *Not analyzed per client request LAYER 2 Joint Compound, Beige Note: *Not analyzed per client request LAYER 3 Texture/ Paint, Brown/ Beige Note: *Not analyzed per client request			

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-012 500.03	OFFICES	LAYER 1 Drywall, White/ Brown Note: *Not analyzed per client request LAYER 2 Joint Compound, Beige Note: *Not analyzed per client request LAYER 3 Texture/ Paint, Brown/ Beige Note: *Not analyzed per client request			
0247790-013 501.01	RM 5	LAYER 1 4" Covebase, Beige	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear/ Yellow	No	None Detected	Carbonates Quartz Binder/Filler 100%
0247790-014 501.0	RM 5	LAYER 1 4" Covebase, Beige	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear/ Yellow	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-015 501.03	RM 5	LAYER 1 4" Covebase, Beige	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear/ Yellow	No	None Detected	Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%
0247790-016 502.01	RMS 1, 3, 4, 5 & 6	LAYER 1 4" Covebase, Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Dk. Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
0247790-017 502.02	RMS 1, 3, 4, 5 & 6	LAYER 1 4" Covebase, Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Dk. Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
0247790-018 502.03	RMS 1, 3, 4, 5 & 6	LAYER 1 4" Covebase, Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Dk. Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-019 503.01	RM 2	LAYER 1 4" Covebase, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear/ Dk. Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
0247790-020 503.02	RM 2	LAYER 1 4" Covebase, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear/ Dk. Brown	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 3 Drywall Joint Compound, Beige	No	None Detected	Carbonates Mica Quartz Binder/Filler 100%
0247790-021 503.03	RM 2	LAYER 1 4" Covebase, White	No	None Detected	Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Clear/ Dk. Brown	No	None Detected	Cellulose Fiber Synthetic Fiber Carbonates Quartz Binder/Filler 1% <1% 98%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0247790-022 504.01	INTERIOR WALLS RM 1	Plaster Interior, White	No	None Detected	Cellulose Fiber	<1%
					Gypsum Quartz Carbonates Mica Perlite	99%
0247790-023 504.02	INTERIOR WALLS RM 1	Plaster Interior, White	No	None Detected	Cellulose Fiber	<1%
					Gypsum Quartz Carbonates Mica Perlite	99%
0247790-024 504.03	INTERIOR WALLS RM 1	Plaster Interior, White	No	None Detected	Gypsum Quartz Carbonates Mica Perlite Binder/Filler	100%
0247790-025 600.01	RMS 5 & 7	LAYER 1 12" Ceiling Tile, Lt. Gray/Lt. Brown	No	None Detected	Cellulose Fiber	85%
					Carbonates Gypsum Binder/Filler	15%
		LAYER 2 Glue, Brown	No	None Detected	Cellulose Fiber	1%
					Quartz Carbonates Binder/Filler	99%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0247790-026 600.02	RMS 5 & 7	LAYER 1	No	None Detected	Cellulose Fiber	85%
		12" Ceiling Tile, Lt. Gray/Lt. Brown			Carbonates Gypsum Binder/Filler	15%
		LAYER 2			Cellulose Fiber	1%
		Glue, Brown			Quartz Carbonates Binder/Filler	99%
0247790-027 600.03	RMS 5 & 7	LAYER 1	No	None Detected	Cellulose Fiber	85%
		12" Ceiling Tile, Lt. Gray/Lt. Brown			Carbonates Gypsum Binder/Filler	15%
		LAYER 2			Cellulose Fiber	<1%
		Glue, Brown			Quartz Carbonates Binder/Filler	99%
0247790-028 601.01	RM 5	LAYER 1	No	None Detected	Cellulose Fiber	85%
		12" Ceiling Tile, White/Lt. Brown			Carbonates Gypsum Binder/Filler	15%
		LAYER 2			Cellulose Fiber	5%
		Glue, Brown			Carbonates Quartz Binder/Filler	95%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-029 601.02	RM 5	LAYER 1	No	None Detected	Cellulose Fiber
		12" Ceiling Tile, Lt. Brown			Carbonates
					Gypsum
					Binder/Filler
					10%
		LAYER 2	No	None Detected	Cellulose Fiber
		Glue, Brown			Quartz
					Gypsum
					Carbonates
					Binder/Filler
					95%
0247790-030 601.03	RM 5	LAYER 1	No	None Detected	Cellulose Fiber
		12" Ceiling Tile, Lt. Brown			Carbonates
					Gypsum
					Binder/Filler
					10%
		LAYER 2	No	None Detected	Cellulose Fiber
		Glue, Brown			Quartz
					Gypsum
					Carbonates
					Binder/Filler
					95%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-031 700.01	ROOF OF WAREHOUSE	LAYER 1 Split-Sheet Roofing, White/ Black	No	None Detected	Fibrous Glass 15%
					Carbonates Quartz Gypsum Binder/Filler 85%
		LAYER 2 Split-Sheet Roofing, Black	No	None Detected	Fibrous Glass 30%
					Carbonates Quartz Binder/Filler 70%
		LAYER 3 Split-Sheet Roofing, Black	No	None Detected	Fibrous Glass 15%
					Carbonates Gypsum Quartz Binder/Filler 85%
		LAYER 4 Split-Sheet Roofing, Lt. Brown	No	None Detected	Cellulose Fiber 70%
					Carbonates Gypsum Binder/Filler 30%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-032 700.02	ROOF OF WAREHOUSE	LAYER 1 Split-Sheet Roofing, White/ Black	No	None Detected	Fibrous Glass 15%
					Carbonates Quartz Gypsum Binder/Filler 85%
		LAYER 2 Split-Sheet Roofing, White/ Black	No	None Detected	Fibrous Glass 15%
					Carbonates Quartz Gypsum Binder/Filler 85%
		LAYER 3 Split-Sheet Roofing, Black	No	None Detected	Fibrous Glass 30%
					Carbonates Quartz Binder/Filler 70%
		LAYER 4 Split-Sheet Roofing, Lt. Brown	No	None Detected	Cellulose Fiber 70%
					Carbonates Gypsum Binder/Filler 30%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-033 700.03	ROOF OF WAREHOUSE	LAYER 1 Split-Sheet Roofing, White/ Black	No	None Detected	Fibrous Glass 15%
					Carbonates Quartz Gypsum Binder/Filler 85%
		LAYER 2 Split-Sheet Roofing, Black	No	None Detected	Fibrous Glass 30%
					Carbonates Quartz Binder/Filler 70%
		LAYER 3 Split-Sheet Roofing, Black	No	None Detected	Fibrous Glass 15%
					Carbonates Gypsum Quartz Binder/Filler 85%
		LAYER 4 Split-Sheet Roofing, Lt. Brown	No	None Detected	Cellulose Fiber 70%
					Carbonates Gypsum Binder/Filler 30%
0247790-034 701.01	NORTH RM 10	LAYER 1 Insulation, Brown/White	No	None Detected	Cellulose Fiber 80%
					Gypsum Perlite Binder/Filler 20%
		LAYER 2 Insulation, Black	No	None Detected	Synthetic Fiber 95%
					Binder/Filler 5%
0247790-035 701.02	NORTH RM 10	LAYER 1 Insulation, Brown/White	No	None Detected	Cellulose Fiber 80%
					Gypsum Perlite Binder/Filler 20%
		LAYER 2 Insulation, Black	No	None Detected	Synthetic Fiber 95%
					Binder/Filler 5%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0247790-036 701.03	NORTH RM 10	LAYER 1	No	None Detected	Cellulose Fiber	80%
		Insulation, Brown/White			Gypsum Perlite Binder/Filler	20%
		LAYER 2			Synthetic Fiber	95%
		Insulation, Black			Binder/Filler	5%
0247790-037 702.01	ROOF	LAYER 1	No	None Detected	Wollastonite	5%
		Mastic, Gray			Carbonates Quartz Binder/Filler	95%
		LAYER 2			Carbonates Quartz Binder/Filler	100%
		Paint, Silver				
0247790-038 702.02	ROOF	LAYER 1	No	None Detected	Wollastonite	5%
		Mastic, Gray			Carbonates Quartz Binder/Filler	95%
		LAYER 2			Carbonates Quartz Binder/Filler	100%
		Paint, Silver				
0247790-039 702.03	ROOF	LAYER 1	Yes	Chrysotile	3%	
		Mastic, Gray			Carbonates Quartz Binder/Filler	97%
		LAYER 2		Chrysotile	5%	Cellulose Fiber
		Paint, Silver			Carbonates Quartz Binder/Filler	<1% 94%

EMC LABS, INC.

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

Laboratory Report

0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0247790-040 703.01	ROOF	Mastic, Black	Yes	Chrysotile 5%	Carbonates Quartz Binder/Filler 95%
0247790-041 703.02	ROOF	Mastic, Black Note: *Not analyzed per client request			
0247790-042 703.03	ROOF	Mastic, Black Note: *Not analyzed per client request			
0247790-043 900.01	METAL WINDOWS	Window Putty, Gray	No	None Detected	Wollastonite 2% Carbonates Quartz Binder/Filler 98%
0247790-044 900.02	METAL WINDOWS	Window Putty, Gray	No	None Detected	Wollastonite 2% Carbonates Quartz Binder/Filler 98%
0247790-045 900.03	METAL WINDOWS	Window Putty, Gray	No	None Detected	Wollastonite 3% Carbonates Quartz Binder/Filler 97%

EMC LABS, INC.

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


Laboratory Report
0247790

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	BLUE MOUNTAIN ENV. CONSULTING	Job# / P.O. #:	A2021/0101
Address:	125 MAIN STREET	Date Received:	01/11/2021
	WAITSBURG, WA 99361	Date Analyzed:	01/14/2021
Collected:	01/07/2021	Date Reported:	01/14/2021
Project Name:	714 PAINE ST, WALLA WALLA	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	YANCY MEYER
		Collected By:	

Lab ID	Sample	Layer Name /	Asbestos	Asbestos Type	Non-Asbestos
Client ID	Location	Sample Description	Detected	(%)	Constituents



Analyst - Octavio Gavarreteayestas



Signatory - Lab Director - Kurt Kettler

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

CHAIN OF CUSTODY

EMC Labs, Inc.
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#: 247790
TAT: 3 Days
Rec'd: JAN 11 P.M.
EMC USE ONLY

COMPANY NAME: BLUE MOUNTAIN ENV. & CONSULTING

BILL TO: _____ (If Different Location)

P.O. Box 545 / 125 Main StreetWaitsburg, WA 99361CONTACT: Ken ColePhone/Fax: (509) 520-6519 / (509) 337-6231Email: bmeinc@gmail.com ridelorme@charter.net ymeyer@bmeinc.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$ _____ / Sample \$ _____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

****Prior confirmation of turnaround time is required

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: 714 PAINE ST. WALLA WALLA

P.O. Number: _____

Project Number: A2021/0101

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
1	400.01	1-7-21	SHEET VINYL +	Y N			
2	.02		MASTIC /	Y N			
3	.03		ROOM 2	Y N			
4	401.01		12" VINYL TILE +	Y N			
5	.02		MASTIC /	Y N			
6	.03		ROOMS 3, 5, + 6	Y N			
7	402.01		9" VINYL TILE +	Y N			
8	.02		MASTIC /	Y N			
9	.03		ROOMS 4 + 7	Y N			
10	500.01		DRY WALL + JOINT	Y N			
11	.02		COMPOUND /	Y N			
12	.03		OFFICES	Y N			
13	501.01		4" BEIGE COVE BASE	Y N			
14	.02		MASTIC /	Y N			
15	.03		ROOM 5	Y N			

SPECIAL INSTRUCTIONS: STOP @ 13TH POSITIVE / SEND TO YANKEESample Collector: (Print) YANKEE MEYER(Signature) [Signature]Relinquished by: [Signature] Date/Time: 1-7-21 Received by: [Signature] Date/Time: 1/11/21 9:10 amRelinquished by: [Signature] Date/Time: 1/11/21 9:10 am Received by: _____ Date/Time: _____

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

CHAIN OF CUSTODY

EMC Labs, Inc.
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:

EMC USE ONLY

COMPANY NAME: **BLUE MOUNTAIN ENV. & CONSULTING**

BILL TO: (If Different Location)

P.O. Box 545 / 125 Main Street

Waitsburg, WA 99361

CONTACT: Ken Cole

Phone/Fax: (509) 520-6519 / (509) 337-6231

Email: bmecinc@gmail.com ridelorme@charter.net ymeyer@bmecww.com

Now Accepting: VISA - MASTERCARD

Price Quoted: \$ / Sample \$ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

****Prior confirmation of turnaround time is required

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: 714 PAINE ST. WALLA WALLA

P.O. Number:

Project Number:

A2021/0101

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
16	502.01	1-7-21	4" BROWN COVE BASE	Y N			
17	.02		5 MASTIC / ROOMS	Y N			
18	.03		1, 3, 4, 5 + 6	Y N			
19	503.01		4" WHITE COVE BASE	Y N			
20	.02		5 MASTIC /	Y N			
21	.03		ROOM 2	Y N			
22	504.01		PLASTERED INTERIOR	Y N			
23	.02		WALLS ROOM 1	Y N			
24	.03		" "	Y N			
25	600.01		12" CEILING TILE	Y N			
26	.02		5 MASTIC /	Y N			
27	.03		ROOMS 5 + 7	Y N			
28	601.01		12" CEILING TILE	Y N			
29	.02		5 MASTIC /	Y N			
30	.03		ROOM 5	Y N			

SPECIAL INSTRUCTIONS: STOP @ 13TH POSITIVE / SEND TO YANKEE

Sample Collector: (Print)

YANKEE MEYER

(Signature)

Relinquished by:

Date/Time:

1-7-21

Received by:

Date/Time:

1/11/21 9:10

Relinquished by:

Date/Time:

1/11/21 4:10

Received by:

Date/Time:

Relinquished by:

Date/Time:

Received by:

Date/Time:

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

CHAIN OF CUSTODY

EMC Labs, Inc.
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:

EMC USE ONLY

COMPANY NAME: **BLUE MOUNTAIN ENV. & CONSULTING**

BILL TO:

(If Different Location)

P.O. Box 545 / 125 Main Street

Waitsburg, WA 99361

CONTACT:

Ken Cole

Phone/Fax:

(509) 520-6519 / (509) 337-6231

Email: bmecinc@gmail.com ridelorme@charter.net ymeyer@bmecww.comNow Accepting: **VISA - MASTERCARD**

Price Quoted: \$ _____ / Sample \$ _____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)**1. TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

****Prior confirmation of turnaround time is required

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]**3. DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name:714 PAINE ST. WALLA WALLA

P.O. Number:

Project Number:

A2021/0101

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
31	700.01	1-7-21	SPLIT-SHEET	Y N			
32	102		ROOFING / ROOF	Y N			
33	103		OF WAREHOUSE	Y N			
34	701.01		ROOFING UNDER	Y N			
35	102		MEMBRANE /	Y N			
36	103		NORTH ROOM 10	Y N			
37	702.01		GREY MASTIC /	Y N			
38	102		ROOF	Y N			
39	103		" "	Y N			
40	703.01		BLACK MASTIC /	Y N			
41	102		ROOF	Y N			
42	103		" "	Y N			
43	900.01		WINDOW PUTTY /	Y N			
44	102		METAL WINDOWS	Y N			
45	103		" "	Y N			

SPECIAL INSTRUCTIONS:

STOP @ 13TH POSITIVE / SEND TO YANCH

Sample Collector: (Print)

YANCH MEYER

(Signature)

Relinquished by:

Date/Time:

1-7-21

Received by:

Diana Fedrigo

Date/Time:

1/11/21 9:10 am

Relinquished by:

Date/Time:

1/11/21 4:10

Received by:

Date/Time:

Relinquished by:

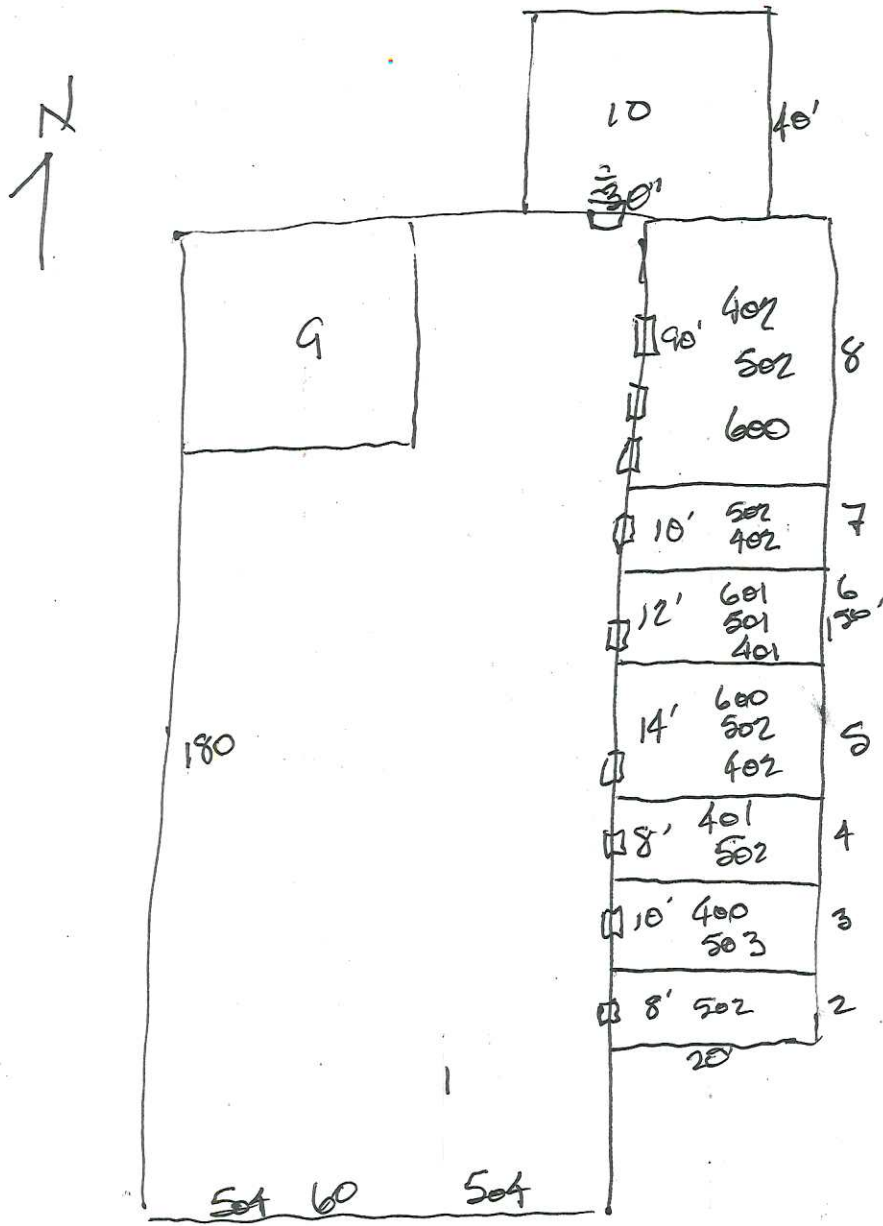
Date/Time:

Received by:

Date/Time:

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

APPENDIX B
SITE SAMPLE DRAWINGS



714 PAINE

APPENDIX C
PROFESSIONAL CERTIFICATIONS

Certificate of Completion

This is to certify that on
November 5, 2019

Yancy Meyer

Did attend and satisfactorily complete the training requirements in accordance with
TSCA Title II (Section 206) and 40 CFR 763 &
Missouri State RSMo 643.230

For designation as an

AHERA Building Inspector (Refresher)

Certificate No. RHW-BIR-19-207

Refresher Due:
November 5, 2020

Presented By:

2892

Michael J. Moore
Training Director/Instructor

**RH WELCH, INC.**
A HERITAGE OF EXCELLENCE IN TRAINING & CONSULTING