



INFORMATIONAL MEMORANDUM

TO: Community Development and Neighborhood Committee

FROM: Jack Pace, Director

BY: Jim Toole, Code Enforcement Officer, DCD

CC: Mayor Ekberg

DATE: June 19, 2019

SUBJECT: Demolition and Asbestos Abatement Contracts

ISSUE

Demolition and asbestos abatement contract with PCI Democon and EHS-International Inc to resolve code enforcement issues on the property located at 15026 42nd Ave S

BACKGROUND

Code enforcement staff has been working with the owner of the property located at 15026 42nd Ave S to bring the property into compliance with Tukwila Municipal Code. However, the structure has been left in a dilapidated condition since 2002 and continues to be public nuisance and an abandoned property.

On July 22, 2002, permit D02-212 was applied for by the owner to bring a single story house to the vacant lot. There was no payment made and no permit was issued. Since 2002, fifteen separate permits have been applied for at a total cost of \$6,868.34. To date, only one of the fifteen permits has been finalized. Additionally, the owner requested and received eight extensions on several permits and was denied twice. There are no active permits on this property and there are no permit applications currently under review.

Since the time the home was brought onto the property in 2006 and raised to build a new first floor, very little work has been completed. There is no active water, sewer, or electric service connected to this house as of June 14, 2019.

Since 2015 and as recent as May 2019, the Tukwila Police have responded to complaints of people breaking into the house and squatting in the garage. People have been found in both the house and garage.

DISCUSSION

The City filed a nuisance abatement action in King County Superior Court in 2015 and obtained a default judgment which authorizes the City to enter upon the property to complete abatement. However, in 2016, the property owner had been responsive and worked cooperatively with Code Enforcement to remove overgrowth, rubbish and graffiti from the exterior of the property. In 2017, the progress slowed, and owner became

increasingly unresponsive. With Ms. Lee present, Code Enforcement, Building Official, and Fire Marshal conducted an inspection on April 12, 2018 and May 25, 2018 and found the structure in an unfit state (rafters cut in half, black mold, water damage, evidence of rodent infestation, squatters, etc.). The City moved forward with abatement proceedings and a hearing for complaint of unfit building was conducted on August 22, 2018. On September 4, 2018, Findings, Determination, and Order of the Improvement Officer for the City of Tukwila was issued and the property owner was ordered to secure the house, clean up the property, and submit an application for the demolition of the house and detached garage.

On December 14, 2018, Ms. Lee quit claimed the property to her brother Ton Lee and Mary Armstrong. On January 10, 2019, the new owners were offered a Voluntary Correction Agreement (VCA) to address the code enforcement issues of unfit building.

Current Status: Mary Armstrong submitted a signed and certified VCA on January 28, 2019. Wen Wu Lee signed for Ton Lee. Ms. Lee has not provided sufficient evidence to prove she has power of attorney for Ton Lee. The City Attorney is reviewing the new power of attorney for Ms. Lee to determine its validity.

Given unsuccessful attempts at getting the VCA completed staff is requesting the City Council to approve contracts for demolition and asbestos abatement. Once the demolition is complete, the city shall lien the property for demolition and asbestos abatement expenses. The city shall receive payment at the time of future sale of the property or can foreclose on the lien.

FINANCIAL IMPACT

The amount budgeted is \$50,000 and the expenditure required is \$65,000 which shall be covered by DCD budget.

RECOMMENDATION

The Council is being asked to approve the two contracts and consider this item at the July 8, 2019 Committee of the Whole meeting and subsequent July 15, 2019 Regular Meeting.

ATTACHMENTS

Draft Demolition Contract
Draft Asbestos Abatement Contract
Photographs of buildings to be demolished
Location map

EHS - INTERNATIONAL, INC.
 FILENAME: 19-136
 PROJECT: SFR & Garage Demo - 15026 42nd Ave S, Tukwila WA 98188
 CONTACT: Jim Toole
 AUTHOR: Bill Schroeder/Derica Escamilla

DATE: 05/07/19

ASSIGNMENT: Pre-Demolition "Good Faith" Inspection and Report, Design and Pre-bid and CA

SUMMARY OF FEES AND COSTS

	Task Subtotals
Task 01: Limited HAZMAT Survey Labor	\$4,048
Task 01R: Limited HAZMAT Survey Reimbursables	\$1,019
Task 01: Limited HAZMAT Survey Total	\$5,067
Task 02: Asbestos/HAZMAT Removal Design & Pre-bid Labor	\$3,523
Task 02R: Asbestos/HAZMAT Removal Design & Pre-bid Reimbursables	\$192
Task 02: Asbestos/HAZMAT Removal Design & Pre-bid Total	\$3,715
Task 03: Asbestos/HAZMAT Const. Admin Labor	\$3,613
Task 03R: Asbestos/HAZMAT Const. Admin Reimbursables	\$190
Task 03: Asbestos/HAZMAT Const. Admin Total	\$3,802
Total Proposal	\$12,584

SCOPE OF WORK & ASSUMPTIONS

Time and Materials "not to exceed" fee proposal for professional hazardous materials consulting services for the City of Tukwila Department of Community Development (Client) at the Demolition Project located at 15026 42nd Ave S, Tukwila Washington 98188. Based on email correspondence with Jim Toole and information on the King County Assessor's website, EHS-International, Inc. (EHSI) understands that the Client plans to demolish the existing two-story residential building and single-story detached garage. EHSI proposes to provide a limited hazardous materials pre-demolition survey. The Limited Asbestos and Hazardous Materials Survey will identify, locate and quantify asbestos-containing materials (ACM), lead-containing paint (LCP), other lead-containing materials (LCM), arsenic-containing materials (As), and will quantify polychlorinated biphenyls (PCBs) fluorescent light ballasts and mercury (Hg)-containing light tubes and thermostats that will be impacted by the project. Additionally, this proposal includes asbestos-containing material (ACM) and hazardous materials (HAZMAT) design, pre-bid services for removal and disposal of impacted ACM and HAZMAT, and construction administrative services associated this project.

This Limited Asbestos and Hazardous Materials Survey Report will meet the Washington State "Good Faith Survey" requirements as cited in Revised Code of Washington (RCW) 49.26.016 and implemented by L&I DOSH regulation, Washington Administrative Code (WAC) 296-62-07721, and Regulation III, Article 4 of the Puget Sound Clean Air Agency (PSCAA) requirements for a pre-demolition asbestos survey, and will comply with all applicable Federal, State and local regulations for a pre-demolition asbestos surveys. This proposal is based on projects of similar scope, but subject to revision with written approval for significant changes in scope.

Task 01-Limited Hazardous Material Survey and Report

1. EHSI will complete a pre-renovation Limited Hazardous Materials Survey in preparation for the Demolition Project. EHSI will collect and submit for analysis up to eighty (80) bulk samples plus four (4) QA samples to an independent lab of suspect asbestos-containing material (ACM). Any additional samples that EHSI deems necessary to identify suspect material will only be submitted for analysis with the prior written approval of the Client and will be billed at the same time and materials rate as the proposed samples.
 - a. EHSI will review any prior surveys, "as built" drawings, or renovation records made available by the Client.
 - b. EHSI will incorporate all sample results from previous surveys and all "positive" results, but will reconfirm all negative results from previous surveys.
 - c. EHSI will sample all potentially impacted "accessible" suspect ACM within the project scope.
 - d. Limited destructive inspection is included in the scope of this proposal including: floors, ceilings and wall systems. EHSI will assume probable concealed or inaccessible materials to be ACM, that can't be sampled without disruptive destructive inspection (e.g., materials concealed in plumbing walls, above "hard lid" ceilings, under concrete floors, energized electrical or mechanical equipment or fire door cores). EHSI will sample the roof down to the roof deck only from the roof edge accessible from a ladder. EHSI will not attempt to walk on the sloped roof or take any samples that are not easily accessible from the roof edge for either roofing or roof insulation.
 - e. EHSI will seal sample locations of suspect materials to prevent inadvertent exposure to ACM, but this proposal does not include the repairing or painting minor damage of suspect materials resulting from inspection.
 - f. EHSI will collect and submit to a separate, independent laboratory for analysis, up to four (4) QA samples for asbestos. All samples will be analyzed on a standard 5-day turn-around time (TAT). Expedited analysis at a higher cost is available, if requested.
 - g. EHSI will use an x-ray fluorescence spectrometer (XRF) to determine the presence of lead in suspect lead containing paint and lead containing materials (LCP & LCM). In addition, EHSI will collect and submit for laboratory analysis three (3) QA samples of suspect LCP and/or LCM.
 - h. EHSI will collect and submit for analysis up to one (1) samples of BMU or CMU mortar for analysis for arsenic (As), if needed.
 - i. Inspect a representative number of each type of impacted fluorescent fixture for PCB-containing ballasts and will quantify mercury (Hg)-containing light tubes. EHSI will inspect for and quantify mercury-containing thermostats.
2. EHSI will prepare a detailed survey report identifying ACM/LCM/LCP/PCBs/Hg/As which will be impacted by the planned renovation activities. EHSI will also provide a cost estimate for the removal and disposal of ACM, Lead, As, PCBs and Hg-light tubes. A preliminary survey report will be provided within two (2) weeks of receipt of draft analytical reports, with a final report provided upon receipt of final, signed lab reports (approximately 2 weeks later).

Task 02 - Asbestos/HAZMAT Removal Design and Pre-bid Services

1. EHSI will prepare bid documents for the removal and disposal of Asbestos/HAZMAT expected to be impacted by the proposed renovation/addition project.
 - a. EHSI will prepare specifications for the removal and disposal of ACM, LCP/LCM, As, PCB-containing fluorescent light ballasts, and Hg-containing fluorescent light tubes.
 - b. EHSI will prepare HAZMAT removal drawings for inclusion in the project bid set.
 - c. EHSI will prepare 95% review and 100% design drawings and bid set specifications, only. Any other design submittals will only be prepared at the direction of the Client at the same time and materials rate as specified herein.
 - d. EHSI will attend one pre-bid walk-through meeting and provide support to Client to respond to questions concerning hazardous materials removal.

EHS - INTERNATIONAL, INC.

DATE: 05/07/19

FILENAME: 19-136

PROJECT: SFR & Garage Demo - 15026 42nd Ave S, Tukwila WA 98188

CONTACT: Jim Toole

AUTHOR: Bill Schroeder/Derica Escamilla

ASSIGNMENT: "Good Faith" Inspection and Report, Design and Pre-bid and CA

SUMMARY OF FEES AND COSTS CONT...

Task 03 - Asbestos/HAZMAT Const. Admin Services

1. EHSI will review and respond to the Contractor's asbestos and hazardous materials work plans and pre-work submittals.
2. EHSI will attend one (1) pre-abatement construction meeting and provide support to the Client's Project Manager (PM) concerning asbestos and HAZMAT questions.
3. EHSI will provide three (3) days of industrial hygiene technician contractor monitoring site visits (approximately 4 hours per site visit) while the structure is being abated. Note: During these site visits, EHSI will monitor and report on Contractor compliance with contract and regulatory requirements and assess Contractor progress for response to pay requests. EHSI assumes there will be up to (5) days of abatement.
4. EHSI will accomplish independent "third party" final visual asbestos and HAZMAT removal completion inspections to confirm compliance with the contract documents following the Contractor's L&I DOSH final visual inspections and review of Contractor's pre-demo PCM clearances, but will not run independent air sampling.
5. EHSI will review and respond to RFIs, CORs, and abatement contractor pay requests.
6. EHSI will review periodic and final submittals for the bid package and prepare a final close-out report for the HAZMAT work accomplished.

By my signature below, I authorize the Survey, Report, Design, Pre-bid, and Construction Administration Services as described herein and grant EHSI approval to proceed, as noted.

Jim Toole, City of Tukwila

Date

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

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TASK 01 - PRE-DEMOLITION LIMITED HAZMAT INSPECTION AND REPORT

CODE \ TASK	Technical Director/CIH	Sr. PM	AHERA Designer/ PM	IH Tech	CAD	Contract Admin	Word/IH Asst.
HAZMAT - 2 inspectors (including travel)	0.0	0.0	0.0	16.0	0.0	0.0	16.0
Sample Preparation and Delivery	0.0	0.0	0.0	0.5	0.0	0.0	1.0
HAZMAT Survey Report & QA/QC	0.0	1.0	1.0	2.0	0.0	0.0	7.0
Sample Location Drawings	0.0	0.0	0.0	0.0	3.5	0.0	0.5
ACM Quantities & Abatement Cost Est.	0.0	0.5	0.5	0.0	0.0	0.0	1.0
Project Management	0.0	1.0	1.0	0.0	0.0	1.0	0.0
Hour Totals:	0.0	2.5	2.5	18.5	3.5	1.0	25.5
Billing Rate:	\$145.00	\$125.00	\$95.00	\$80.00	\$80.00	\$80.00	\$65.00
Wage Subtotals:	\$0	\$313	\$238	\$1,480	\$280	\$80	\$1,658

LABOR COSTS:

TOTAL DIRECT LABOR: \$4,048

DIRECT COSTS:

Survey consumables: \$20 /day 1 days \$20
 ODC SUBTOTAL \$20
 ODC MARKUP 10% \$2

EQUIPMENT COSTS:

XRF Analyzer \$125 /day 1 day \$125
 25' Scissor lift \$300 /day 0 day(s) \$0
 EQUIPMENT COST SUBTOTAL: \$125

LABORATORY COSTS: (5-day TAT)

Asbestos bulk sample analysis (excluding QA) \$6 /sample 80 samples \$480
 Asbestos bulk sample analysis (QA) \$9 /sample 4 samples \$36
 Asbestos (Point Count) \$25 /sample 5 samples \$125
 Arsenic bulk sample analysis \$19 /sample 1 samples \$19
 Lead sample analysis for QA \$12 /sample 3 samples \$36
 LAB SUBTOTAL \$696
 LAB MARKUP 20% \$139.20

TRANSPORTATION COSTS:

Mileage (2 RTs, plus lab delivery) \$0.580 /mile 64 miles \$37.12

TRANSPORTATION COST SUBTOTAL: \$37

TOTAL REIMBURSABLES: \$1,019
TOTAL COSTS, THIS SHEET: \$5,067

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

EHS - INTERNATIONAL, INC.

DATE: 5/7/2019

FILENAME: 19-136

PROJECT: SFR & Garage Demo - 15026 42nd Ave S, Tukwila WA 98188

CONTACT: Jim Toole

AUTHOR: Bill Schroeder/Derica Escamilla

ASSIGNMENT: Pre-Demolition "Good Faith" Inspection and Report, Design and Pre-bid and CA

TASK 02 - HAZMAT DESIGN & PRE-BID

CODE \ TASK	Technical Director/CIH	Sr. PM	AHERA Designer/PM	IH Tech	CAD	Contract Admin	Word/IH Asst.
Design Site Check, Report and Drawing Updates	0.0	0.0	6.0	2.0	0.0	0.0	3.0
HAZMAT Technical Specs (95% and Final)	1.5	3.0	0.0	2.0	0.0	0.0	4.0
HA Drawings (95% and Final)	1.0	2.0	4.0	0.0	4.0	0.0	1.0
Project Management	0.0	2.0	1.0	0.0	0.0	1.0	0.0
Hour Totals:	2.5	7.0	11.0	4.0	4.0	1.0	8.0
Billing Rate:	\$145.00	\$125.00	\$95.00	\$80.00	\$80.00	\$80.00	\$65.00
Wage Subtotals:	\$363	\$875	\$1,045	\$320	\$320	\$80	\$520

LABOR COSTS:

TOTAL DIRECT LABOR: \$3,523

OTHER DIRECT COSTS:

Courier/FedEx/postage:	\$25 /delivery	0 deliveries	\$0
Survey consumables:	\$20 /day	1 days	\$20
		DIRECT COST SUBTOTAL:	\$20
Direct cost mark-up	10.00%		\$2

LABORATORY COSTS: (24 hr. TAT)

Asbestos bulk sample analysis (excluding QA)	\$11 /sample	10 samples	\$110
Asbestos bulk sample analysis (QA)	\$17 /sample	1 samples	\$17
		LABORATORY COST SUBTOTAL:	\$127
Laboratory cost mark-up	20.00%		\$25

TRANSPORTATION COSTS:

Mileage	\$0.580	32 mi.	\$19
		TRANSPORTATION COST SUBTOTAL:	\$19

TOTAL REIMBURSABLES: \$192
TOTAL COSTS, THIS SHEET: \$3,715

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

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TASK 03 - HAZMAT CONST. ADMIN SERVICES

CODE \ TASK	Technical Director/CIH	Sr. PM	AHERA Designer/PM	IH Tech	CAD	Contract Admin	Word/IH Asst.
Pre-work Submittal Review	0.0	0.5	1.0	2.0	0.0	0.0	3.0
IH Tech On-site Contractor Monitor (3 visits, plus travel)	0.0	0.0	0.0	12.0	0.0	0.0	0.0
ACM Sample Handling/Delivery	0.0	0.0	0.0	0.0	0.0	0.0	2.0
Respond to RFIs, CORs & Pay Requests	0.5	2.0	1.0	0.0	0.0	0.0	0.0
Pre-abatement Kickoff Mtg/Pre-con (X1)-Optional	0.0	0.0	2.0	0.0	0.0	0.0	0.0
Project Management	0.0	1.0	2.0	0.0	0.0	1.0	0.0
Review Periodic & Final Submittals	0.0	1.0	1.0	2.0	0.0	0.0	2.0
Prepare ACM & HAZMAT Closeout Rpt	0.0	0.5	1.0	1.0	0.0	0.0	4.0
Hour Totals:	0.5	5.0	8.0	17.0	0.0	1.0	11.0
Billing Rate:	\$145.00	\$125.00	\$95.00	\$80.00	\$80.00	\$80.00	\$65.00
Wage Subtotals:	\$73	\$625	\$760	\$1,360	\$0	\$80	\$715

LABOR COSTS:

TOTAL DIRECT LABOR: \$3,613

OTHER DIRECT COSTS:

Oversight Consumables	\$20 /set	2 sets	\$40
		DIRECT COST SUBTOTAL:	\$40
Direct cost mark-up	10.00%		\$4
EQUIPMENT COSTS:			
Air Sample Kit (Sampling pumps and rotameter)	\$75 /day	0 days	\$0
		EQUIPMENT COST SUBTOTAL:	\$0
LABORATORY COSTS:			
Asbestos Air Sample analysis (PCM - 24 hr TAT)	\$20 /sample	0 samples	\$0 (incl. req. blanks)
PLM Bulk Sample analysis (for discovery of concealed materials)	\$20 /sample	5 samples	\$100
		LABORATORY COST SUBTOTAL:	\$100
Laboratory cost mark-up	20.00%		\$20
TRANSPORTATION COSTS:			
Mileage (2 visits)	\$0.580	44 mi.	\$26
		TRANSPORTATION COST SUBTOTAL:	\$26
		TOTAL REIMBURSABLES:	\$190
		TOTAL COSTS, THIS SHEET:	\$3,802

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****



7415 W. Bostian Rd., Woodinville, WA 98072
 (425) 806-8404 phone
 (425) 806-7404 fax

PROPOSAL

To Customer:	<i>City of Tukwila ATTN: Jim Toole</i>	Date:	<i>November 9, 2018</i>
		Pages sent:	<i>5 pages</i>
Job Name	<i>Structure Demolition</i>	Location	<i>Tukwila, WA.</i>

PCI Democon (hereinafter designated as "CONTRACTOR") proposes to furnish all materials and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

PCI Democon is providing our bid proposal for the structure demolition work as noted below. Please note the clarifications, qualifications and exclusions listed within this proposal.

Demolition & Abatement Scope of Work:

- Demolition of: Residential (2) story structure and a single-story garage including concrete foundations from existing site. All concrete slabs and foundations will be hauled off for recycling.
- Drawings included in this proposal are: N/A
- Addendums included in this proposal: N/A
- Rough Grade finish
- One (1) Mobilization. Additional mobilizations will be at a cost of \$ 1,500.00 ea.

- **Demolition Proposal** **\$ 49,477.00**





7415 W. Bostian Rd., Woodinville, WA 98072
(425) 806-8404 phone
(425) 806-7404 fax

PROPOSAL

Bid Qualifications:

- Proposal based upon full unobstructed access to the work area until completion of PCI Democon's work.
- Proposal based on PCI providing a comprehensive hazardous material survey of the project.
- Proposal based on PCI rough grading and hydroseeding the site upon completion of demolition.
- Proposal based on full use of the site for demolition and abatement activities.
- Proposal based on PCI installing a silt fence on the east side of the property prior to demolition activities.
- Proposal based on all demolition work to be within the building drip lines.
- Proposal based on PCI clearing vegetation from the site once demolition is complete.
- Proposal based on Proposal is based on a 5-6 day anticipated time frame for demolition.
- Proposal is based on removing all concrete slab and foundations.
- Proposal based on PCI rough grading site on demolition affected area.
- Proposal based on there being no active utilities connected to any structure.
- Proposal based on all hazardous materials to be removed by others prior to demolition.
- Proposal based on all items to be salvaged for reuse shall be removed, by others, prior to commencement of demolition.
- Proposal is based on normal business hours work.
- Proposal based upon the specific scope of work listed-above. Any work not specifically listed in the, "Demolition Scope of Work" section of this proposal is the responsibility of others.
- PCI Democon price is based on clarifications stated in this proposal and is conditional upon acceptance of mutually agreed-upon contract terms and conditions.

Specific Exclusions:

- Anything removed for reinstallation/re-location, removal or disposal of any hazardous materials, bracing or shoring of structure or items to remain, protection of items to remain, UST's, save or salvage items, premium time, building security, engineering drawings or fees, WSST, and any demolition not specifically shown or noted above.

We would like to thank you for the opportunity to provide you with our proposal for this project. Proposal is guaranteed for 30 days.

Respectfully Submitted,
PCI Democon

Shawn Smith

Shawn Smith
Senior Estimator / Project Manager

08-04-03





Standard Terms and Conditions

The Work: CONTRACTOR will supply and perform only that work specifically described herein (the "Work"), notwithstanding anything to the contrary contained in any bid documents presented by the Customer (the "Bid Documents"). It is specifically understood that the scope of work described herein shall supersede anything to the contrary provided in the Bid Documents. The asbestos removal Work shall be done one floor/area at a time. Any work to be done beyond that described herein shall require that a change order be executed. Customer shall notify CONTRACTOR if CONTRACTOR's work is to be stopped upon reaching any aggregate contract sum.

Disposal: Notwithstanding anything herein or in any Bid Documents to the contrary, unless specifically stated otherwise, CONTRACTOR's Work shall not include the disposal or hauling of any asbestos or any asbestos containing material ("ACM") and title to such asbestos or ACM shall never be in the name of CONTRACTOR for any reason whatsoever.

Schedule: CONTRACTOR will supply and perform the Work in accordance with the schedule (the "Schedule") described herein, or in the absence thereof, in accordance with the Bid Documents. CONTRACTOR's obligation hereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in the Schedule, the contract price and the Schedule shall be equitably adjusted. In the event CONTRACTOR is delayed in its Work or is otherwise required to accelerate or resequence its Work for reasons other than the fault of CONTRACTOR or others under CONTRACTOR's control, then CONTRACTOR shall be entitled to additional compensation.

Work Week: Customer will cooperate with CONTRACTOR in scheduling all Work, including disconnections, reconnections, interruption of services and utilities, and similar matters. In the event that Customer requires CONTRACTOR to work outside of normal daytime business hours, CONTRACTOR shall be entitled to additional compensation for such overtime.

Guarantee: CONTRACTOR warrants and guarantees that its Work will be performed in compliance with all Federal, State and/or Local regulations and, at the time of Customer's acceptance inspection, will meet the specifications in the Contract Documents specifically relating to CONTRACTOR's Work. CONTRACTOR's obligation to repair or replace defective Work will expire one year from the completion of CONTRACTOR's Work. THIS WARRANTY IS IN LIEU OF ANY WARRANTIES PROVIDED IN THE BID DOCUMENTS AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR's liability is limited to the foregoing and it shall not in any case be liable for indirect, incidental, consequential or special damages of any kind.

Insurance: CONTRACTOR shall supply workers compensation insurance in the form and amount required by law. CONTRACTOR shall supply general liability insurance, evidenced by its standard certificate of insurance, the price of which shall be included in the bid price unless otherwise specified herein. Additionally, CONTRACTOR shall obtain insurance specifically regarding liabilities resulting from asbestos abatement and removal activities, the cost of which shall be paid by the Customer unless otherwise specified herein.

Protection of Work: CONTRACTOR shall be responsible for protecting the Work, or portions thereof, during the time the Work or portions of it are under its control; provided, however, that during such time, CONTRACTOR shall not be responsible for loss or damage caused by others, nor for any damages whatsoever while CONTRACTOR is not on site.

Storage and Facilities: Customer will provide at its expense sufficient storage space to CONTRACTOR, which is fully protective of materials and equipment furnished for the Work at the place of performance of the Work. Customer will provide at its expense all light, heat, power and water which is required by CONTRACTOR for performance of the Work in the custom and practice of CONTRACTOR's trade.

Taxes: Customer will pay for any and all taxes which are now or may be imposed on the Work by any Federal, State or Local taxing authority, law, ordinance, rule or regulation, unless otherwise specified herein.

Bonds: Upon the request and at the expense of Customer, CONTRACTOR will furnish performance and payment bonds written by a corporate surety. The cost of any such bonds is not included in the bid price and shall be paid for by Customer.

Indemnity: CONTRACTOR will indemnify and hold harmless Customer from all or such portion of such loss or damage to persons or property to the extent arising directly from CONTRACTOR's performance of the Work and which is caused solely by the willful misconduct or negligent acts of CONTRACTOR, its employees, or anyone under its control. Customer will indemnify and hold harmless CONTRACTOR from all or such portion of such loss or damage to persons or property to the extent arising directly from the willful misconduct or negligent acts of Customer, its employees or anyone under its control, including other contractors.

Payments: For Work commenced and completed in any one calendar month, Customer will pay the full contract price in full upon the completion and acceptance of the Work. Otherwise, all progress payments for the value of the Work completed plus the amount of materials and equipment suitably stored on or off site, and final payment, shall be paid by the Customer to CONTRACTOR within thirty (30) days after the Customer's receipt of CONTRACTOR's payment application therefor.

Inspection and Acceptance: CONTRACTOR's Work with respect to asbestos removal on each floor/area shall be considered complete when CONTRACTOR notifies Customer that the Work on said floor/area has been completed in accordance with the specifications. The Customer's inspection of the Work shall take place within twenty-four (24) hours from receipt of notice from CONTRACTOR. Customer's acknowledgement on the Acceptance Form shall constitute acceptance of the Work.

Retention: For Work completed, ninety-five percent (95%) of the contract value of Work performed during each payment period will be payable as provided above up to a maximum retention of \$50,000.00. In any event, the full balance of the contract price shall be payable in full upon completion and acceptance of the Work.

Late Payments and Attorney's Fees: All sums not paid to CONTRACTOR when due, for whatever reason, shall bear an interest rate of one and one-half percent (1½%) per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer.

Changes: CONTRACTOR may only be ordered in writing by the Customer to make changes in the Work within the general scope of the Work consisting of additions, deletions, changes to the Schedule in duration or sequence, or other revisions, and the contract price and the Schedule shall be adjusted accordingly. Before starting the changed Work, CONTRACTOR will submit to the Customer a request for adjustment to the contract price and/or the Schedule. CONTRACTOR will not commence any such changed or revised Work until receipt of a written change order from the Customer incorporating an adjustment to the contract price and/or Schedule in accordance with the above. In the event that CONTRACTOR encounters asbestos or ACM not included in the scope of Work, CONTRACTOR shall notify Customer, and removal of such ACM shall be by change order submitted by CONTRACTOR. In the event the Work is reduced by mutual agreement of Customer and CONTRACTOR, such agreement shall include an equitable increase in the Contract Sum due to CONTRACTOR for each floor/area on which the Work was performed. Customer's acknowledgement on the Acceptance Form shall constitute acceptance of CONTRACTOR's Work on such floor/area as meeting all requirements of the Agreement and the Contract Documents. The Contract Sum shall be increased for increases in the cost to CONTRACTOR of labor, materials and disposal.

Force Majeure: CONTRACTOR shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Customer, other subcontractors, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, acts of the government, either in its sovereign or contractual capacity, labor difficulties or shortages, vendor allocations, freight embargoes, fires, floods, epidemics, quarantine

restrictions, accidents, unusually severe weather, and acts of God. CONTRACTOR shall be entitled to an equitable adjustment in the Schedule and Contract Sum for such delays as described above.

Customer Supplied Property: If the Work described herein requires Customer to supply materials, equipment or other property, then Customer warrants that such items shall be fit for the use for which they were intended. If such items do not conform, CONTRACTOR shall notify Customer within a reasonable time after CONTRACTOR's notice of the nonconformance and CONTRACTOR may request additional compensation by change order.

CONTRACTOR Supplied Property: Whenever the Customer, its employees, contractors and subcontractors (other than CONTRACTOR) use ladders, scaffolding, tools, vehicles, equipment or property of any kind, either owned or rented by CONTRACTOR, Customer shall indemnify and hold CONTRACTOR harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such, except when caused by the sole active negligence of CONTRACTOR.

Differing Site Conditions: If CONTRACTOR encounters conditions at the site differing materially from those indicated in the Bid Documents, or unknown physical conditions at the site of unusual nature differing materially from those ordinarily encountered by CONTRACTOR's trade, then CONTRACTOR shall promptly notify the Customer, stop its Work and await instructions from Customer. If such conditions cause a change in the cost of, or the time required for, performance of any portion of the Work, an equitable price adjustment shall be made and the Schedule modified accordingly.

Notices: Any notice or written claim required to be submitted to the Customer on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a reasonable time period, and in a manner to permit the Customer to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided therein.

Liens: Nothing shall serve to void CONTRACTOR's right to file a lien or claim on its behalf in the event that any payment to CONTRACTOR is not timely made.

Damages: Notwithstanding anything to the contrary in the Bid or Contract Documents, CONTRACTOR will in no event be liable for consequential, incidental or special damages of any kind for any reason whatsoever, whether arising in contract, tort or equity. This release includes but is not limited to claims of negligence.

Preparation of Work Areas: The Customer shall prepare all Work areas so as to be acceptable for mobilization by CONTRACTOR. CONTRACTOR will not be called upon to start Work until sufficient areas are ready to ensure continued Work until job completion. CONTRACTOR shall not be responsible for damage to any property (a) which is to be replaced by Customer, or (b) which is damaged as a result of removal by CONTRACTOR prior to performance of the Work in order to perform Work despite CONTRACTOR exercising reasonable care to prevent damage.

Termination and Suspension: If the Customer does not pay CONTRACTOR in a timely manner within seven (7) days from the time payment should be made as provided herein (except where such nonpayment is due to defective Work by CONTRACTOR or other material breach by CONTRACTOR), then CONTRACTOR may, without prejudice to any other remedy it may have, upon two (2) additional days' written notice to the Customer, stop its Work until payment of the amount owing has been received. In the event CONTRACTOR resumes its Work, the Schedule shall be equitably adjusted, and CONTRACTOR shall incur no liability for such termination. Further, the contract price shall, by appropriate adjustment, be increased by the amount of CONTRACTOR's reasonable costs of shutdown, delay and startup. Further, if CONTRACTOR's Work is terminated or suspended for the convenience of the Customer or any other party, then CONTRACTOR shall be paid for all Work performed to-date, for equipment and materials already ordered, and for CONTRACTOR's costs of early termination, or in the case of suspension, CONTRACTOR's costs of shutdown, delay and startup. Notwithstanding anything herein to the contrary, CONTRACTOR shall not be liable for any damage while CONTRACTOR is not on site.

Waiver: CONTRACTOR's waiver of any term herein shall not be construed as a waiver of such terms at any subsequent time.

Recordkeeping: The Customer and CONTRACTOR shall both be required to maintain their records for at least a thirty (30) year period. This set of records shall include, but is not limited to, acceptance documents, reports of hazard assessments, governmental notifications, medical surveillance, employer releases, disposal records, record of equipment use, bulk analysis and air monitoring results, plans and specifications, documents dealing with employee training, documents showing proper work techniques, work logs and diaries, warning signs and notices, types of encapsulents used, policies and procedures regarding safety equipment, decontamination procedures, interim and final inspection forms, emergency procedures, governmental inspection reports.

Cooperation and Safety: CONTRACTOR shall have exclusive use of the workspace unless CONTRACTOR consents otherwise. CONTRACTOR's Work shall be performed in accordance with all applicable requirements of the Environmental Protection Agency, OSHA and other Federal, State and Local regulations relating to asbestos removal. Customer will cooperate with CONTRACTOR in all respects and take all necessary actions to enable CONTRACTOR to meet all such requirements with respect to the Work and the Project. Customer will cooperate with CONTRACTOR to assure that all areas where the Work is being performed are closed to access by unauthorized persons. Customer shall provide adequate security, including security personnel, to prevent unauthorized entry into CONTRACTOR's Work areas. The Customer will ensure that its employees, representatives, agents and tenants will abide by all safety procedures applied by CONTRACTOR on the Project. CONTRACTOR shall provide for its Work all safety signs, direction signs and warning signs for the Project in accordance with statutory requirements. All visitors to the Work areas shall be required to comply with CONTRACTOR's safety requirements. The Customer agrees that CONTRACTOR's insurer's representatives shall have the right to inspect CONTRACTOR's Work and Project without hindrance. The Customer agrees that it shall not perform any work or engage any other contractor or person to perform work within the abatement areas. CONTRACTOR shall not be required to continue the Work if a dispute arises out of, relates to, or results from an actual or alleged breach of safety requirements relating to asbestos or an inability on CONTRACTOR's part to comply with the safety requirements.

Legal Effect: This proposal offers to the Customer the terms and conditions upon which CONTRACTOR will perform the Work described herein and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by CONTRACTOR. Acceptance of the proposal is expressly limited to the terms stated herein. Additional or inconsistent terms of Customer's form or other documents are objected to and rejected and shall be deemed a material alteration thereof. Upon acceptance, this proposal will represent the entire agreement of the parties with regard to performance and payment for the Work. The proposal may be changed or withdrawn at any time prior to acceptance by notice to the Customer and will be deemed withdrawn if not accepted by the Customer within thirty (30) days from the date hereof.

Contractual Clarifications

- CONTRACTOR'S price is based on clarifications stated in this proposal (and is conditional upon acceptance of mutually agreed-upon contract terms and conditions). CONTRACTOR'S attached Standard Terms and Conditions, including CONTRACTOR's Standard Insurance, will apply to this project.
- Protection of finished Work is excluded. CONTRACTOR'S Work must be approved and accepted on an area-by-area basis prior to removal of scaffolding and other equipment necessary to perform the Work. Once approval has been given and such equipment has been removed, and CONTRACTOR has left the area, CONTRACTOR cannot be responsible for damage to its Work.
- Any damage to CONTRACTOR'S Work, which is not specifically caused by CONTRACTOR, will be considered damage by other trades. CONTRACTOR will be compensated for any repairs of damage by others via change order to the subcontract.
- CONTRACTOR will be reimbursed for material received and stored in warehouse or pre-stocked at jobsite.
- This proposal is per existing plans and specifications. All necessary design, architectural and engineering services, whether already performed or contemplated, shall be provided by others. This qualification overrides any condition requiring CONTRACTOR to furnish such services. Any assistance given to the Owner's or General Contractor's design professionals is furnished as an accommodation to the Owner and/or General Contractor, and such services do not make CONTRACTOR liable or responsible for any design Work. The Owner's design professionals shall approve any required shop drawings. Shop drawings submitted by CONTRACTOR do not constitute design, architectural or engineering services, and any shop drawings shall be deemed to be approved by the appropriate design professionals working for the Owner and/or General Contractor unless CONTRACTOR is promptly notified of needed modifications. Any contract awarded shall specify that design, architectural and engineering services are the responsibility of others.
- Notwithstanding anything in the Bid Documents to the contrary, CONTRACTOR'S scope of Work shall include only that Work specifically enumerated or described in this Proposal. Any additional work shall require a written change order.
- CONTRACTOR shall not be responsible for damaged work in place arising from or relating to weather, environmental conditions, or other parties, except to the extent that such damage is covered by insurance (excluding deductibles).
- As used in this Proposal, "costs" shall mean all costs associated with the performance of the Work, including but not limited to supervisory costs, engineering costs, and all other expenditures reasonable and necessary to complete the Work required under the terms of this Proposal, or any modification thereto.
- *To the extent this Proposal explicitly includes design or engineering responsibilities, CONTRACTOR'S design and engineering responsibilities relate solely to the building system to be designed or engineered by CONTRACTOR. Design or engineering services associated with any other building system, including components connecting to systems designed or engineered by CONTRACTOR are specifically excluded.*

Commercial Clarifications:

- This proposal is based on a normal 40-hour week. No shift work or premium time has been included.
- CONTRACTOR will provide equipment and other safety precautions for the protection of CONTRACTOR's workers only.
- *Temporary facilities such as light, power, heat, drinking water, and toilets are to be provided at locations convenient to the Work at no cost to CONTRACTOR. Such facilities will be adequate to ensure the proper installation of all of CONTRACTOR'S Work under all environmental conditions.*
- *This proposal is based on the assumption that the following facilities and services will be provided by others: Office Space, Telephone, Trash Clean-up, Trash Disposal, Potable Water, Weather Protected Material Storage, and Parking.*



Standard Insurance

The insurance in force for PCI Democon provides one of the most comprehensive coverages available. Evidence of our coverage will be provided on the standard ACORD Certificate of Insurance form. This standard, approved form is issued in compliance with requirements of the Insurance Service Office of the United States and is a recognized document used to provide evidence of insurance coverage in force. NO OTHER DOCUMENT IS APPROVED BY ISO FOR THIS PURPOSE, AND NO OTHER FORM WILL BE PROVIDED.

PCI DEMOCON Standard Coverage

- I. Commercial General Liability (1986 occurrence form), including broad form extensions and contractual liability.
 - \$ 1,000,000 General Aggregate*
 - \$ 2,000,000 Products/Completed Operations Aggregate
 - \$ 1,000,000 Personal/Advertising Injury
 - \$ 1,000,000 Each Occurrence
 - \$ 500,000 Fire Legal
 - \$ 5,000 Medical Expense
 - \$25,000,000 Policy Aggregate Limit*
 - Deductible of \$1,000 property damage per claim

- II. Business Automobile Liability (provides coverage for all autos owned, non-owned, leased or hired.)
 - \$2,000,000 Combined Single Limit

- III. Workers Compensation (statutory)
 - \$1,000,000 Employers Liability

- IV. Umbrella (This policy provides additional coverage over General Liability, Automobile Liability, and Employers Liability.)

The Upper Tier Contractor, General Contractor and/or the Owner can be named as additional insureds on our policy and can be named as primary, as long as the coverage is limited to the extent of PCI DEMOCON's contractual obligations.

ANY REQUIREMENTS ADDITIONAL TO THE ABOVE COVERAGE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, ARE HEREBY EXCLUDED FROM THIS PROPOSAL:

- Waivers or exclusions of subrogation.
- Providing more than 30 days prior notice of cancellation.
- Any requirement for prior notice of expiration or changes in coverage.
- Project-specific aggregate limits.
- Any indemnification/hold harmless clauses which require that PCI DEMOCON hold other parties harmless for their own acts.



15026 42nd Ave S, RFA11-158, Buildings to be demolished.



Detached Garage



Interior of detached garage

King County iMap



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Date: 6/18/2019

Notes:



King County