



**LEWIS COUNTY PUBLIC WORKS  
REQUEST FOR QUOTATION**

**VADER RAW WATER RESERVOIR RECOATING  
PROJECT NO.: 60-VADERTANK**

**PLEASE QUOTE ON THE FOLLOWING:**

The following project will be accomplished as a **SMALL WORKS PROJECT** and will be subject to prevailing wage laws. **All quotations must be submitted on this form. Please read all information on the instruction page before preparing quotation.** All bidders must meet the requirements of the Small Works Roster prior to award. Apparent low bidders must meet the requirement of the Small Works Roster within 10 days of the quote opening. The County's Small Works Roster can be accessed at <https://lewiscountywa.gov/departments/public-works/contracting-consultants-rosters-bids/> For registration questions please contact Rose Williams at Rose.Williams@lewiscountywa.gov or (360) 740-2671.

**PROJECT: VADER RAW WATER RESERVOIR RECOATING**

**PROJECT LOCATION: 1333 SOUTH MILITARY ROAD, WINLOCK, WA 98596**

Work shall be completed within **60** working days after receipt of Notice to Proceed.

All responses to quotations must be received by the County no later than 2:00 p.m. on **Thursday August 20, 2020.**

Technical and bidding related questions regarding this project may be addressed to Kyle Thompson, PE, Design Engineer at (360) 347-6399 or email at [kyle.thompson@graylingeng.com](mailto:kyle.thompson@graylingeng.com).

**DO NOT SEND BY FAX OR EMAIL.**

**QUOTATIONS SUBMITTED VIA FAX OR EMAIL WILL NOT BE ACCEPTED.**

To return quotation, place in an envelope with the following information on the outside of the envelope:

Lewis County Public Works  
Attn: Betsy Dillin, PE  
2025 NE Kresky Avenue  
Chehalis, WA 98532

Project No.: 60-VADERTANK  
Opening at 2:00 PM Local Time  
August 20, 2020

Quotation Submitted By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone



# CONTRACT PROVISIONS AND PLANS

FOR THE CONSTRUCTION OF:

# VADER RAW WATER RESERVOIR RECOATING

Project No. 60-VADERTANK



DocuSigned by:

PREPARED FOR:  
LEWIS COUNTY PUBLIC WORKS  
2025 NE Kresky Avenue  
CHEHALIS, WASHINGTON 98532  
(360) 740-1123

PREPARED BY:  
GRAYLING ENGINEERS  
605 BARNES STREET, SUITE 203  
CHEHALIS, WASHINGTON 98532  
(360) 740-1123



7/31/2020

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## **BIDDING FORMS**

## **WRITTEN QUOTATION INSTRUCTIONS PUBLIC WORKS – SMALL WORKS**

LEWIS COUNTY PUBLIC WORKS (County) reserves the right to cancel this request or reject any and all quotations received or to waive any informalities and irregularities if in the best interest of the County.

Lewis County Resolution 20-110 and RCW 39.04.155 outlines the requirements for obtaining written quotations, and the requirements for formal bids (requiring advertising and public bid opening). In brief, the County obtains quotations for public works costing less than \$350,000. If the items are over \$350,000, the formal bid process must be followed.

THEREFORE, in the event you receive a REQUEST FOR QUOTATION and find that the total amount (including sales tax) will exceed the \$350,000 amount, **DO NOT SUBMIT A QUOTATION**. Please note on the quotation form "Quotation will exceed \$350,000", and return to the County. If no contractor can provide the product or service for less than \$350,000, a formal bid will be prepared and processed in accordance with established policies.

Quotations will be opened by staff at the County offices, located at 2025 NE Kresky Avenue, Chehalis, Washington. Contractors are welcome to attend. Quotations are to be submitted to the County on the forms provided for this purpose. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted.

The quotation will be awarded to the lowest responsible bidder whose quotation is responsive conforming to the solicitation.

It is the intent of the County to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required to provide the County with documentation demonstrating compliance with the criteria. The bidder must:

- a) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, **which must have been in effect at the time of bid submittal**;
- b) **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
- c) **Before award of contract**, if applicable:
  1. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  3. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d) **Before award of contract**, not have been determined to have willfully violated wage payment laws within the three-year period immediately preceding the date of the bid solicitation, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;
- e) **At the time of award of contract**, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) and not have willfully violated wage payment laws within the three-year period immediately preceding the date of the bid solicitation (See, RCW 39.04.350 as modified by SSB 5301).

Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria as listed in a) – e) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in a) – e) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

**The bidder's attention is especially called to the following forms. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their quotation. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all requirements remains with the bidder.**

**By signing the signature page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms, included in the quote documents.**

- Supplemental Bidder Responsibility Criteria.** *County reserves the right to request documentation. Failure to provide responses to each of the supplemental responsible bidder criteria listed will render the bid non-responsive and therefore void.*

- Proposal.** Show prices in legible figures (not words) written in ink or typed. Where conflict occurs unit price shall prevail.

*Your bid will be considered irregular and will be rejected if:*

- The unit price is left blank

*Your quotation shall be considered non-responsive and therefore, void if:*

- Figures are illegible
- Minimum bid requirements are not met (when applicable)

- Acknowledgement of Addenda.**

The bidder must sign, where indicated on the final page of the quotation documents, acknowledging any addenda prior to the quote opening. *Failure to comply with this provision will render the quotation non-responsive and therefore void.*

The Bidder is solely responsible for obtaining and learning of Addenda. The County will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

Such information may be obtained from the County's online plan center web site at <https://cfb.lewiscountywa.gov/projects/> If a Bidder has not previously done so, the Bidder will need to create a free user account. If assistance is needed with access to or registration at the County's online plan center, please contact Kim Amrine at (360) 740-2612 or [kim.amrine@lewiscountywa.gov](mailto:kim.amrine@lewiscountywa.gov) .

- Certification of Compliance with Wage Payment Statutes.** The bidder shall submit a sworn statement, on a form provided by the County, that they have not willfully violated wage payment laws within the three-year period immediately preceding the date of the bid solicitation (RCW 39.04.350 as modified by SSB 5301).

- **Proposal Signature Page.** Failure to execute the "Proposal Signature Page" at the end of this proposal packet will cause the bid to be considered irregular and therefore to be rejected.

1. The successful bidder will be expected to meet the Small Works Roster requirements prior to award.
2. The successful bidder will be required to meet the following:

a) **Contract Bond**

Quotations Under \$50,000

A contract bond is not required.

Quotations of \$50,000 to \$150,000

A payment and performance bond shall be executed by the successful bidder and a surety company licensed to do business in the State of Washington, on the required County form, within ten (10) days after the award date.

In lieu of providing the required payment and performance bond, the successful bidder may request that the County accept 10% retainage to be held in lieu of the required bond and in accord with RCW 39.08.010(3). Holding retainage in lieu of the payment and performance bond shall be at the sole discretion of the County.

Quotations Over \$150,000

A payment and performance bond shall be executed by the successful bidder and a surety company licensed to do business in the State of Washington, on the required County form, within ten (10) days after the award date.

b) **Prevailing Wage**

If awarded the project, the contractor and each subcontractor shall complete or have on file, with the County, a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

The Contractor may be required to submit weekly/bi-weekly Certified Payrolls to the County upon request. The Contractor is required to keep Certified Payrolls on file for a minimum of three years.

c) **Industrial Insurance**

The Contractor, and any subcontractors that may perform work on this project, are required to have their Labor & Industries Industrial Insurance Premiums current. The County reserves the right to withhold final payment if the contractor fails to provide proof of a current Industrial Insurance account for themselves and/or their subcontractors.

d) **Retainage**

Quotations Under \$50,000



Retainage is not held.

Quotations of \$50,000 and Over

There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to five (5) percent of all such estimates.

For All Projects

Payment of the retained percentage shall be withheld in accord with RCW 60.28 including submission or receipt of all affidavits and releases required by applicable statutes and regulations.

3. The County will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.
4. Quotation Award: Receipt of an official award letter from the County will evidence the acceptance of a quotation. No other act of the County shall constitute acceptance of a quotation.
5. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the County, the County reserves the right to request an extension of bid prices during the review process.

## SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. In addition to the mandatory bidder responsibility criteria required under RCW 39.04.350(1), the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
1. Delinquent State Taxes – The bidders shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
  2. State or Federal Disbarment – The bidder shall not currently be debarred or suspended by the State or Federal Government.
  3. Claims against Retainage and Bonds – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate payment to its subcontractors, suppliers and workers, unless there are extenuating circumstances acceptable to the County.
  4. Completion of Similar Projects – The bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed”, the County may check bidder references for the previous projects and may evaluate the County’s assessment of the bidder’s performance, including but not limited to the following areas:
    - Quality control
    - Safety record
    - Timeliness of performance
    - Use of skilled personnel
    - Management of subcontractors
    - Availability of and use of appropriate equipment
    - Compliance with contract documents
    - Management of submittals process, change orders and close-out
- B. As evidence that the bidder meets the bidder responsibility criteria in paragraph A above, the apparent low bidder must submit, upon request, the following documentation to the County within 48 hours of notification. The County reserves the right to request such documentation from other bidders also.
1. The bidder shall provide current account statements from the Washington State Department of Revenue demonstrating that the bidder is not a delinquent taxpayer.
  2. The bidder shall not be listed as a current debarred or suspended bidder on the Federal “System For Award Management” website [www.sam.gov](http://www.sam.gov).
  3. The bidder shall submit a list of at least 3 similar projects they have **completed successfully** in the last 5 years. These projects shall be of similar size and scope to this project. The information about each project shall include the following:

- Owner's name and contact information
- Awarded contract amount
- A description of the scope of the project and how the project is similar to this project
- The bidder's assessment of its performance of each project including but not limited to the following
  - Quality control
  - Safety record
  - Timeliness of performance
  - Use of skilled personnel
  - Management of subcontractors
  - Availability of and use of appropriate equipment
  - Compliance with contract documents
  - Management of submittals process and change orders

C. If the County determines the bidder does not meet the bidder responsibility criteria stated above and is therefore not a responsible bidder, the County shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty-four 24 hours<sup>1</sup> of receipt of the County's determination by presenting additional information to the County. If the final determination affirms that the bidder is not responsible, the County will not execute a contract with any other bidder until two (2) business days<sup>2</sup> after the bidder determined to be not responsible has received the final determination.

**By signing the signature page of the proposal, the Contractor acknowledges and agrees to the terms and conditions of this form and represents under oath and under penalty of perjury under the laws of the State of Washington that the Bidder meets the mandatory and supplemental criteria stated in this Section and all representations by the Bidder are true and correct.**

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<sup>1</sup> The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the County, adopting either a standard for all projects or changing it on a project-by-project basis.

<sup>2</sup> This two-day period of time may not be reduced. It is required in RCW 39.04.350(d)

# PROPOSAL

## **Scope of Work**

This project involves recoating an existing 250,000-gallon welded steel tank which holds raw water associated with the Vader-Enchanted Valley drinking water system. The tank was constructed in 1979 and measures 55 feet in diameter by 16 feet tall. The water tank will be taken out of service and drained by the Owner prior to the start of the Work. The Contractor shall be responsible for providing all labor and materials associated with the following tasks in accordance with the Contract Documents:

- Preparing the interior of the tank for coating via abrasive blasting
- Coating the interior of the tank with two coats of epoxy
- Preparing the exterior of the tank via pressure cleaning, chemical cleaning agents, hand tools, and power tools
- Coating the exterior with one coat of epoxy primer and one topcoat of polyurethane
- Repairing pitting, weld splatter, and misc. substrate deficiencies (as needed)
- Removing and disposing of existing lead paint (if discovered)
- Fabrication and installation of welded steel ladder segment to bring existing exterior ladder to ground level
- Fabrication of a replacement entry hatch out of aluminum to replace the existing steel hatch
- Furnishing and installing a floating decant line for the tank outlet.

The work under the contract shall be fully completed within 60 working days.

## **A pre-bid conference will be held Thursday, August 6 at the project site at 10 AM.**

Technical and bidding related questions regarding this project may be addressed to Kyle Thompson, Project Manager at (360) 347-6399 or [kyle.thompson@graylingeng.com](mailto:kyle.thompson@graylingeng.com). Contract related questions regarding this project may be addressed to Kim Amrine at (360) 740-2612 or via email at [kim.amrine@lewiscountywa.gov](mailto:kim.amrine@lewiscountywa.gov).

The Bidder shall fill in the bid pricing for both the base bid and the bid additives in legible figures (not words) written in ink or typed. Bids shall be subject to the following:

- Where conflict occurs unit price shall prevail.
- Your bid will be considered irregular and will be rejected if any unit price is left blank
- Your bid shall be considered non-responsive and therefore, void if:
  - Figures are illegible
  - Minimum bid requirements are not met (when applicable)
- The Bidder shall not include retail sales tax in the unit bid item prices. See Special Provision Section 1-07.2(2) – State Sales Tax – Rule 170 – for limited exceptions regarding including amounts paid for consumed supplies and equipment to be included in unit bid item prices.
- If the Contractor's bid is less than the minimum specified amount, the County will unilaterally revise the bid amount to the minimum specified amount and recalculate the Contractor's total bid amount. The corrected total bid amount will be used by the County for award purposes and to fix the amount of the contract and the payment and performance bond to the extent such bond is required.

The “lowest, responsive, responsible, qualified Bidder” shall be determined from the Base Bid plus the selected Bid Additives if selected by the Owner. The Owner shall consider bids as it suits the Owner’s best interests in the following prioritization order:

- Priority 1: Base Bid
- Priority 2: Base Bid + Bid Additive A
- Priority 3: Base Bid + Bid Additive A + Bid Additive B
- Priority 4: Base Bid + Bid Additive A + Bid Additive C
- Priority 5: Base Bid + Bid Additive A + Bid Additive B + Bid Additive C

<b>BASE BID</b>					
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Bid Item Description</b>	<b>Unit Price</b>	<b>Total</b>
1	1	LS	Mobilization, Bonds, Insurance, and Demobilization		
2	1	LS	Interior Surface Preparation and Coating System Application		
3	1	FA <sup>1</sup>	Interior Steel Substrate Repairs	\$5,000	\$5,000
<b>SUBTOTAL</b>				<b>Line A</b>	
<b>Sales Tax at 7.8% (0.078 x Line A)</b>				<b>Line B</b>	
<b>TOTAL including sales tax (Line A + Line B)</b>				<b>Line C</b>	

1. Bid amount entered as placeholder. Work to be completed via time and materials as needed.
2. Interior paint has not been tested for lead but is not anticipated to contain lead.

<b>BID ADDITIVE A</b>					
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Bid Item Description</b>	<b>Unit Price</b>	<b>Total</b>
A1	1	LS	Mobilization, Bonds, Insurance, and Demobilization		
A2	1	LS	Exterior Surface Preparation and Coating System Application		
A3	1	FA <sup>1</sup>	Exterior Steel Substrate Repairs	\$2,500	\$2,500
<b>SUBTOTAL</b>				<b>Line A</b>	
<b>Sales Tax at 7.8% (0.078 x Line A)</b>				<b>Line B</b>	
<b>TOTAL including sales tax (Line A + Line B)</b>				<b>Line C</b>	

1. Bid amount entered as placeholder. Work to be completed via time and materials as needed.

<b>BID ADDITIVE B</b>					
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Bid Item Description</b>	<b>Unit Price</b>	<b>Total</b>
B1	1	LS	Floating Decant Outlet Fabrication and Installation		
<b>SUBTOTAL</b>				<b>Line A</b>	
<b>Sales Tax at 7.8% (0.078 x Line A)</b>				<b>Line B</b>	
<b>TOTAL including sales tax (Line A + Line B)</b>				<b>Line C</b>	

<b>BID ADDITIVE C</b>					
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Bid Item Description</b>	<b>Unit Price</b>	<b>Total</b>
C1	1	LS	Exterior Ladder Segment Fabrication and Installation		
C2	1	LS	Roof Access Hatch Fabrication and Installation		
<b>SUBTOTAL</b>				<b>Line A</b>	
<b>Sales Tax at 7.8% (0.078 x Line A)</b>				<b>Line B</b>	
<b>TOTAL including sales tax (Line A + Line B)</b>				<b>Line C</b>	

## ACKNOWLEDGEMENT OF ADDENDA

The following Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
1.	<hr/>	
2.	<hr/>	
3.	<hr/>	
4.	<hr/>	
5.	<hr/>	
6.	<hr/>	
7.	<hr/>	
8.	<hr/>	
9.	<hr/>	
10.	<hr/>	

**NOTE: Failure to acknowledge receipt of Addenda will render the quotation non-responsive.**

## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 20, 2020), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State or  
Country

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation/LLC

\_\_\_\_\_  
State of Incorporation, or if not a corporation, State where business entity was formed

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted

*\*If a corporation or limited liability company, this certificate must be executed in the entity's name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.*



## PREVAILING MINIMUM HOURLY WAGE RATES

The State of Washington prevailing wage rates applicable for this public works project, which is located in Lewis County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the quote submittal deadline for this project, the applicable effective date for prevailing wages for this project is **August 20, 2020**.

A copy of the applicable prevailing wage rates are also available for viewing at the office of the County, located at 2025 NE Kresky Avenue, Chehalis, WA 98532. Upon request, the County will mail a hard copy of the applicable prevailing wages for this project. To request a copy of the applicable prevailing wage rates please call Kim Amrine at (360) 740-2612 or email [kim.amrine@lewiscountywa.gov](mailto:kim.amrine@lewiscountywa.gov).

## PROPOSAL SIGNATURE PAGE

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

**The undersigned declares that before preparing their quote, they have carefully read the specifications and requirements for bidders and that their quote is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said quote is as stated on these pages. By signing this page of the quotation, the undersigned acknowledges and agrees to the terms and conditions of the forms, requirements, and qualifications included in the quote documents and furthermore warrants and represents under oath and under penalty of perjury under the laws of the State of Washington that the Bidder meets the mandatory and supplemental criteria stated in the Contract Provisions and that all representations by the Bidder and the undersigned are true and correct.**

\_\_\_\_\_  
Authorized Official (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
State Contractors License Number

\_\_\_\_\_  
Unified Business Identifier Number (UBI)

**NOTES:**

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The County reserves the right to adjust the scope of this work to match available funds.
5. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the County, the County reserves the right to request an extension of bid prices during the review process.

## **EXAMPLE CONTRACT FORMS**

## SMALL WORKS CONTRACT

THIS AGREEMENT, made and entered into on the day and year last below written, between LEWIS COUNTY PUBLIC WORKS, acting under and by virtue of Title 57, RCW, as amended, and \_\_\_\_\_ hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for

\_\_\_\_\_

\_\_\_\_\_

in accordance with the Contractor's PROPOSAL which shows a total amount of

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_)

\_\_\_\_\_ ) (includes applicable sales tax),

low bid, and in accordance with the following Contract Provisions:

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. County General Special Provisions,
6. Standard Specifications,
7. County Standard Drawings,
8. Standard Plans, and
9. All applicable codes, permits, and regulations.

For bonding retainage requirements, see the Small Works Proposal Form. All of the Contract Provisions are incorporated herein and made a part of the Contract and the Contract Provisions.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor, to provide the materials and to do and cause to be done the Work and to

complete and finish the same according to the Contract Provisions and to pay for the same in accord with the Contract Provisions.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all requirements of the Contract Provisions.

IV. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of Sewer Commissioners of Clark Regional Wastewater County have caused this instrument to be executed by and in the name of the said Board the day and year first above written.

EXECUTED by the Contractor: \_\_\_\_\_, \_\_\_\_\_  
Month/Day Year

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor

The above agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

LEWIS COUNTY PUBLIC WORKS

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

## CONTRACT PAYMENT AND PERFORMANCE BOND

Lewis County (the "County") has awarded to \_\_\_\_\_ ("Principal"), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, and said Principal is required under the terms of that Contract to furnish a bond for payment of subcontractors and suppliers and performance of all obligations and duties under the Contract.

The Principal, and \_\_\_\_\_ ("Surety"), a corporation, organized under the laws of the State of \_\_\_\_\_, duly authorized to do business in the State of Washington as surety upon bonds of contractors with municipal corporations, and their heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to the County, in the sum of \_\_\_\_\_ US Dollars (\$\_\_\_\_\_) Total Contract Amount, for the payment of this sum on demand subject to the provisions herein.

This statutory bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns perform all the duties, warranties, and obligations of the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified, and shall also pay all laborers, mechanics, subcontractors, material men, and all persons and governmental agencies as required by RCW 39.08 and shall defend, indemnify and hold harmless the County, its officers and agents from any claim for such payment.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract, the specifications or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract including any increase the total amount to be paid the Principal shall automatically increase the obligations of the Surety on this bond and notice to Surety is not required and is waived for such increased obligation.

This bond, may be executed in two (2) original counterparts, to be signed by duly authorized officers of Principal and Surety. This bond will only be accepted if it is accompanied by a fully executed and original (or acceptable equivalent) power of attorney for the officer executing on behalf of the Surety.

**PRINCIPAL**

**SURETY**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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



**NOTICE TO PROCEED**

---

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_] *or* [the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

---

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer



**Contractor's Application for Payment No.**  

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE..... \$ \_\_\_\_\_

2. Net change by Change Orders..... \$ \_\_\_\_\_

3. Current Contract Price (Line 1 ± 2)..... \$ \_\_\_\_\_

4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ \_\_\_\_\_

5. RETAINAGE:

a. X \_\_\_\_\_ Work Completed..... \$ \_\_\_\_\_

b. X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_

c. Total Retainage (Line 5.a + Line 5.b)..... \$ \_\_\_\_\_

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \_\_\_\_\_

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \_\_\_\_\_

8. AMOUNT DUE THIS APPLICATION..... \$ \_\_\_\_\_

9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$ \_\_\_\_\_

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

**Contractor Signature**

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

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)







Change Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Owner's Contract No.: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
 Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
 Project: \_\_\_\_\_ Contract Name: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

Description: \_\_\_\_\_

Attachments: *[List documents supporting change]*

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b> <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

## **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

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

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

Several types of Special Provisions are included in this Contract: General, APWA, Contracting Agency, and Project Specific. Special Provisions types are differentiated as follows:

*(date WSDOT GSP)* WSDOT General Special Provision  
*(date APWA GSP)* APWA General Special Provision  
*(LCPW date)* Lewis County Public Works General Special Provision  
*(\*\*\*\*\*)* Project Specific Special Provision.

**WSDOT General Special Provisions (and Bridges and Structures Special Provisions, if applicable)** are similar to Standard Specifications in that they typically apply to many projects. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**APWA General Special Provisions** are specifications developed by the American Public Works Association for use by local agencies.

**Lewis County Public Works General Special Provisions** are specifications developed by the County for use on projects within their jurisdiction.

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- Lewis County Public Works Standard Drawings

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

# DIVISION 1 GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

*(March 13, 1995)*

This Work consists of preparation and recoating of an existing 250,000-gallon welded steel reservoir which is currently used for storing raw water prior to treatment. This work, and other associated work, is to be completed for Lewis County, all in accordance with the attached Contract Plans and these Contract Provisions.

## 1-01 DEFINITIONS AND TERMS

### 1-01.3 Definitions

*(January 4, 2016 APWA GSP)*

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

#### **Dates**

##### ***Bid Opening Date***

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

##### ***Award Date***

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for "Contract".

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**



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

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

Delete the paragraph with the heading **Engineer** and replace it with the following:

**Engineer**

The County Engineer or designee.

Supplement this Section with the following:

**Lewis County Public Works Department**

The Lewis County Public Works Department (County) is a municipal corporation in the State of Washington operating under RCW Title 57.

The County offices are located at 2025 NE Kresky Avenue, Chehalis, Washington 98532.

**Design Engineer**

The licensed engineer who signed and sealed the contract plans.

**County or Owner or Contracting Agency**

The contracting agency or authorized representative. The terms “County”, “Owner”, and “Contracting Agency” shall be synonymous.

**DFT**

Dry Film Thickness, mils.

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution

Reduced plans (11" x 17")	*** 1 ***	Furnished automatically upon award.
Contract Provisions	*** 1 ***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	*** 1 ***	Furnished only upon request.

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

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

*(August 15, 2016 APWA GSP Option A, modified County April 2020)*

The first sentence of the *paragraph that reads "Any prospective Bidder desiring..."* is revised to read:

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

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

*(July 11, 2018 APWA GSP, modified County April 2020)*

Supplement the second paragraph with the following:

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

Delete the last *three* paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

A bid by a partnership shall be executed in the partnership name and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

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

*(March 8, 2013 APWA GSP, modified County April 2020)*

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

### **1-02.9 Delivery of Proposal**

*(County April 2020)*

Delete this section and replace it with the following:

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

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

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

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

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

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

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

### **1-02.13 Irregular Proposals**

*(December 19, 2019 APWA GSP)*

Delete this section and replace it with the following:

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

- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

### **1-02.15 Pre Award Information**

*(August 14, 2013 APWA GSP)*

Revise this section to read:

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

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

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### **1-03.3 Execution of Contract**

*(County April 2020)*

Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, and a copy of the Transfer of Coverage form for the Construction Stormwater General Permit. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

### **1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

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

Add the following new section:

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

For contracts of \$50,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain fifty percent (50%) of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

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

**1-03.7 Judicial Review**  
(November 30, 2018 APWA GSP)

Revise this section to read:

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

**1-04 SCOPE OF THE WORK**

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**  
(County April 2020)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,

3. Special Provisions,
4. Contract Plans,
5. County General Special Provisions
6. Standard Specifications,
7. County Standard Drawings,
8. Standard Plans, and
9. All applicable codes, permits, and regulations.

**1-04.5 Procedure and Protest by the Contractor**  
(County April 2020)

Replace the first and second paragraphs and subsections 1 and 2(a) of the third paragraph of this Section with the following:

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. A change order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change.

By not protesting as this Section provides, the Contractor waives any claim or entitlement to additional compensation, adjustment to the Contract Price, adjustment to the Contract Time, and any other legal or equitable relief. Also, by not protesting as provided by this Section the Contractor thereby accepts any written or oral order, change order, direction, instruction, interpretation, and determination issued by the Engineer.

If an occurrence, event, or action occurs whereby the Contractor believes it has or will have a right to additional compensation, adjustment to the Contract Price, adjustment to the Contract Time, legal or equitable relief, damages, or any modification or equitable adjustment of the terms of the Contract, or if the Contractor is in disagreement with anything required in a change order, another written order, an oral order, determination, or any other action by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Engineer or the Engineer's field Inspectors before doing any Work related to the occurrence, event, or action that is the subject of the protest. In all cases, the notice of protest must be given within ten (10) calendar days of the occurrence, event, or action that is the subject of the protest. The notice of protest must include the date and description of the event, occurrence, or action together with a statement describing the anticipated effect of the event, occurrence, or action upon the Work and the Contract.
2. Supplement the written protest within fourteen (14) calendar days with a written statement and supporting documents providing the following:
  - a) The date and nature of the occurrence, event, action, order, direction, instruction, interpretation, or determination that is the subject of the protest;

**1-05 CONTROL OF WORK**

**1-05.3 Plans and Working Drawings**

Section 1-05.3 is supplemented with the following:



*(County April 2020)*

The Contractor shall have a copy of the current Lewis County Public Works General Special Provisions and Standard Plans on the project site.

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

### **1-05.10 Guarantees**

Section 1-05.10 is supplemented with the following:

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

The Work shall meet the requirements of the Contract Documents. Prior to one (1) year following the date of Final Acceptance, the County will conduct an inspection. If defects are found by the County, the Contractor shall return to the project and repair or replace all defects in workmanship and material without charge to the County. Items required to be repaired shall have a renewed warranty following the acceptance of the correction of the defects in writing by the County. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not

accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

This obligation to return to the project and correct defects or failure of performance is in addition to all other warranties and obligations under the terms of the Contract including but not limited to manufacturer's warranties and the Contractor's warranty and obligation that the work performed and materials supplied meet or exceed the quality and performance required by the Contract Documents.

#### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

*(October 1, 2005 APWA GSP)*

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

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

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

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

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

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

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

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

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

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

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

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

### **1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies

of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new sections:

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

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

**1-06 CONTROL OF MATERIAL**

**1-06.1(4) Fabrication Inspection Expense**

Revise the first sentence of the first paragraph with the following:

*(County April 2020)*

In the event the Contractor elects to have items fabricated beyond 300 miles from Chehalis, Washington, the Contracting Agency will deduct from monies due or that may become due to the Contractor all costs to perform plant approval and fabrication acceptance inspection for the items listed in Table 1 and costs for initial plant approval for items listed in Table 2.

**1-06.2(2) Statistical Evaluation of Materials for Acceptance**

*(County April 2020)*

Section 1-06.2(2) shall not apply to this project.

**1-07 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons

and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Sales Tax**

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

#### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

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

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

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

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

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

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

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

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

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

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

### **1-07.3 Fire Prevention and Merchantable Timber Requirements**

*(County April 2020)*

Delete this section, including its subsections.

### **1-07.4 Sanitation**

Section 1-07.4 is supplemented with the following:

*(County April 2020)*

#### **Portable Toilet Facility**

The Contractor shall supply at least one portable toilet on the job site at all times when the Contractor has any employees on the job site performing contract work. Portable toilets shall be serviced on a weekly basis.

This item shall be included in the bid item for mobilization. An amount approximating the actual cost per week will be subtracted from the bid item for mobilization for each week the portable toilet is not supplied on the job site or serviced on a weekly basis.

### **1-07.7 Load Limits**

Section 1-07.7 is supplemented with the following:

*(County April 2020)*

The Contractor shall, at the Contractor's expense, make all arrangements for the use of haul routes including all necessary local permits.

### **1-07.9(5) Required Documents**

*(January 3, 2020 APWA GSP)*

Delete this section and replace it with the following:

#### **General**

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

### **Intents and Affidavits**

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

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

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

### **Certified Payrolls**

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

### **Penalties for Noncompliance**

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

## **1-07.13 Contractor's Responsibility for Work**

### **1-07.13(4) Repair of Damage**

Section 1-07.13(4) is revised to read:

*(County April 2020)*

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only.

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

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

### **1-07.18 Insurance**

*(January 4, 2016 APWA GSP, modified)*

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

1. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
2. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
3. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
4. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
5. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
6. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
7. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
8. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
9. Products and Completed Operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work.

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

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



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

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

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

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

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

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

Verification of coverage shall include:

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

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

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

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

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

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

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

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

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

Such policy must provide the following minimum limits:

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

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

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

Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

**1-07.18(5)C Workers' Compensation**

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

**1-07.18(5)D Excess or Umbrella Liability**

*(January 4, 2016 APWA GSP)*

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$1 Million Dollars (\$1,000,000) each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

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

Add the following new section:

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

Add the following new section:

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

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

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

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

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

*(County April 2020)*

The Contractor shall request the preconstruction conference a minimum of 10 calendar days prior to the start of construction. The actual date of the preconstruction conference will depend on availability of County staff and the various parties associated with the work.

Add the following new section:

### **1-08.0(2) Hours of Work** *(County April 2020)*

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period

between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and Monday through Friday work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 8:00 a.m. or after 5:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 8:00 a.m. and 5:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

The Contractor shall comply with local ordinances, including Chapter 9.14 of the Clark County Code governing Public Disturbance Noises and any applicable permit conditions. Normal hours of work are limited from 7:00 AM to 10:00 PM. The Contractor has full responsibility for confining his operations to these hours and obtaining any needed waivers. Permission to work outside these hours may be granted on a case-by-case basis upon application to the Clark County Public Works Director, through the Engineer. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the noise control regulations or complaints are received from the public or adjoining property owners regarding the noise or light glare from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non-Federal aid projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the Contract Time. Assistants may include, but are not limited to, survey crews; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

Add the following new section:

**1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**  
(County April 2020)

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

The minimum overtime pay is two (2) hours at one and one-half (1½) time County rates on weekdays (before or after normal work hours), Saturday, Sunday, or holidays. County rate is \$125.00 per hour.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

### **1-08.1 Subcontracting**

*(May 30, 2019 APWA GSP, Option B)*

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

### **1-08.3(2)D Weekly Look-Ahead Schedule**

*(County April 2020)*

Revise this section to read:

Each week that Work will be performed, the Contractor shall submit a 3-Week Look-Ahead Schedule showing the Contractor’s and all Subcontractors’ proposed Work activities for the next three weeks. The 3-Week Look-Ahead Schedule shall include the description, duration and sequence of Work, along with the planned hours of Work. This schedule may be a network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the midpoint of the week preceding the scheduled Work or some other mutually agreed upon submittal time.

Revise this section including the title to read:

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

Delete this section and replace it with the following:

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

*(July 23, 2015 APWA GSP)*

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

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

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

*(September 12, 2016 APWA GSP, Option A, modified County April 2020)*

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a) Certified Payrolls (per Section 1-07.9(5)).
  - b) Material Acceptance Certification Documents.
  - c) Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d) Final Contract Voucher Certification.
  - e) Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
  - f) Property owner releases per Section 1-07.24.

Section 1-08.5 is supplemented with the following:

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

This project shall be physically completed within **\*\*\*60\*\*\* working days.**

### **1-08.9 Liquidated Damages**

*(August 14, 2013 APWA GSP, modified County April 2020)*

Revise the fourth paragraph to read:

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

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

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

Revise the first paragraph to read:

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

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

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

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

**1-09.11(3) Time Limitation and Jurisdiction**  
(November 30, 2018 APWA GSP)

Revise this section to read:

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

**1-09.13(3) Claims \$250,000 or Less**  
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

Add the following new section:

**1-11 FEDERAL REQUIREMENTS**

**1-11.1 Equal Employment Opportunity**

The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 **must include the equal opportunity clause** provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment



Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **1-11.2 Small, Minority and Women’s Businesses**

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **1-11.3 Anti-kickback**

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Owner shall report all suspected or reported violations to Agency.

### **1-11.4 Change Orders**

All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order which is mutually agreed to by the OWNER and CONTRACTOR and **is approved by Agency**. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

### **1-11.5 Agency Concurrence of Contracts**

Contract Approval

- A. The OWNER and the CONTRACTOR will furnish the OWNER'S Attorney such evidence as required so that the OWNER'S Attorney can complete and execute "Certificate of Owner's Attorney" (see attachment) before the OWNER submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the CONTRACT is required **before it is effective** and the "Agency Concurrence" (see attachment), shall be attached and made a part of the Agreement.
- C. Neither the Agency, nor any of its departments, entities, or employees is a party to this CONTRACT.
- D. The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices, therefore, the Agency for these documents is USDA Rural Development.

### **1-11.6 Retainage**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor. The retainage shall not be less than the amount equal to 5 percent of an approved partial payment estimate until the project is complete and accepted by the owner, consulting engineer and Agency. Additional amounts may be retained if the job is not proceeding to the satisfaction of the Owner.

### **1-11.7 Contract Work Hours and Safety Standards Act**

Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **1-11.8 Debarment and Suspension**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **1-11.9 Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every

subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

#### **1-11.10 Procurement of Recovered Materials**

The Contractor must comply with 2 CFR Part 200.322, "Procurement of recovered materials."

#### **1-11.11 Environmental Review: Unanticipated Discovery Plan – Historic Preservation:**

Unanticipated Discovery Plan – Historic Preservation: Any excavation or other earth moving activity by the contractor that uncovers cultural resources including historical or archaeological artifacts, human or cultural items, or fossil or other paleontological materials, shall be immediately reported as follows:

- A. If earth disturbing activities during project construction uncover cultural materials (i.e. structural remains, historic artifacts, or prehistoric artifacts), all work shall cease at the affected location and the Washington State Archaeologist at the Department of Archaeology and Historic Preservation (DAHP), and RD State Environmental Coordinator (SEC-Paul Johnson (360) 704-7761)) shall be notified immediately.
- B. If earth disturbing activities during any area of the project uncover human remains, all work shall cease at the affected location immediately in accordance with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) and Washington State Statute RCW 27.44. The area around the discovery shall be secured and the Lewis County Coroner and the State Archeologist at DAHP shall be notified immediately. The State Archeologist shall notify RD SEC-Paul Johnson (360) 704-7761) and the appropriate Tribes.
- C. Construction shall be halted or shifted to a new location pending the notification process and further instructions issued by the agency after consultation with the State Historic Preservation Officer, applicable Indian Tribes, and other appropriate authorities.

#### **1-11.12 Environmental Requirements and Mitigation Measures**

The following requirements must be adhered to during project construction:

- i. Equipment must meet current State of Washington regulations for noise. Noise producing equipment will be located in enclosures with acoustic panels designed to reduce noise.
- ii. Construction activities will be scheduled to reduce traffic, dust and noise impacts in residential areas.
- iii. The applicant shall obtain any necessary permits from local and other governmental agencies.
- iv. Applicant to use Construction Best Management Practices (BMP) for temporary erosion and sedimentation controls during construction of project.

- v. Work in public right-of-ways shall have all necessary permits.

### **1-11.13 Payment for Construction**

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction as discussed below, but not limited to, will become due 30 days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

Reductions in Payment by Owner: In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

- a. Claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
- c. Contractor has failed to provide and maintain required bonds or insurance;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. The Work is defective, requiring correction or replacement;
- g. The Contract Price has been reduced by Change Orders;
- h. An event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
- i. Liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- j. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- k. There are other items entitling Owner to a set off against the amount recommended.

## **TECHNICAL SPECIFICATIONS**

## **SECTION 01 29 00 PAYMENT PROCEDURES**

### **PART 1 GENERAL**

#### **1.1 SUBMITTALS**

- A. Informational Submittals:
  - 1. Schedule of Values: Submit on form as approved by Owner.
  - 2. Schedule of Estimated Progress Payments: Submit with initially acceptable Schedule of Values.
  - 3. Application for Payment.
  - 4. Final Application for Payment.

#### **1.2 SCHEDULE OF VALUES**

- A. Prepare a separate Schedule of Values (SOV) for the Work to be performed under the Agreement. This SOV is expected to be itemized by the Contract Documents and then each facility as a top heading, with a further breakdown of the activities within each facility or activity. The SOV shall be defined by activity level for each facility by trade and activity within the trade. As an example, for trenching, the SOV shall be itemized as a minimum to include safety, excavation, shoring, trench stabilization, materials (pipe, fittings, valves, valve cans), testing, disinfection, backfill, and restoration. Acceptance of the SOV is solely determined by the Owner.
- B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- D. Lump Sum Work:
  - 1. Reflect specified cash and contingency allowances and alternates, as applicable.
  - 2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
- E. An unbalanced or front-end loaded schedule will not be acceptable.
- F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.
- G. Submit Schedule of Values, in a spreadsheet format compatible with latest version of Excel.

#### **1.3 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS**

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

**1.4 APPLICATION FOR PAYMENT**

- A. Transmittal Summary Form: Attach one Summary Form as provided by Owner with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized Contractor representative.
- B. Use detailed Application for Payment Form suitable to/or provided by Owner.
- C. Include accepted Schedule of Values for each schedule or portion of Lump Sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- D. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.
- E. Preparation:
  - 1. Round values to nearest dollar.
  - 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

**1.5 MEASUREMENT-GENERAL**

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by Contractor and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to Owner's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately

determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.

F. Quantities Based on Profile Elevations: Existing ground profiles shown on Drawings were taken from a topographic map drawn with contour intervals of 1 foot.

G. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.

## **1.6 PAYMENT**

A. Payment for all Lump Sum Work shown or specified in Contract Documents is included in the Contract Price. Payment will be based on a percentage complete basis for each line item of the accepted Schedule of Values.

## **1.7 PAYMENT PROCESS**

A. Refer to the General Conditions and Supplemental Conditions of the Contract Documents for payment process.

## **1.8 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS**

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.

## **1.9 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT**

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings and preliminary operation and maintenance data is acceptable to Engineer. Invoices for materials, location of materials stored, and a release of liens for the equipment must be provided prior to payment. Payment for Materials on Hand will only be for the materials that can be inventoried by the Owner.



- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

**1.10 PARTIAL PAYMENT FOR UNDELIVERED, PROJECT-SPECIFIC MANUFACTURED OR FABRICATED EQUIPMENT**

- A. Notwithstanding above provisions, partial payments for undelivered (not yet delivered to Site or not stored in the vicinity of Site) products specifically manufactured for this Project, excluding off the shelf or catalog items, will be made for products listed below when all following conditions exist:

1. Partial payment request is supported by written acknowledgment from Suppliers that invoice requirements have been met.
2. Equipment is adequately insured, maintained, stored, and protected by appropriate security measures.
3. Each equipment item is clearly marked and segregated from other items to permit inventory and accountability.
4. Authorization has been provided for access to storage Site for Engineer and Owner.
5. Equipment meets applicable Specifications of these Contract Documents.

- B. Payment of 15 percent of manufacturer's quoted price for undelivered, Project- specific manufactured equipment will be considered following Shop Drawing approval.

- C. Failure of Contractor to continue compliance with above requirements shall give cause for Owner to withhold payments made for such equipment from future partial payments.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 29 01 MEASUREMENT AND PAYMENT

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Work under this Contract will be paid on a unit price or lump sum basis as outlined on the Bid Proposal, for the quantity of Work as installed.
- B. The unit prices and lump sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the Work included in the Contract Documents.
- C. The application for payment will be for a specific item based on the percentage completed or the quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.
- D. Items in these Specifications that are not listed in the schedule of Work items of the Bid Form are, in general, applicable to more than one listed Work item, and no separate Bid Item is provided. Include the cost of Work not listed but necessary to complete the Project designated in the Contract Documents in the various listed work items of the Bid Form.
- E. The Bids for the Work are intended to establish a total cost for the Work in its entirety. Should the Contractor feel that the cost for the Work has not been established by specific items in the Bid Schedule, include the cost for that Work in some related Bid Items so that the Proposal for the Project reflects the total cost for completing the Work in its entirety. This includes all indirect costs, such as supervision and overheads, profit, as specified in the Standard General Conditions. These items shall be allocated to each bid item as applicable. No separate payment will be made to the Contractor for these items.
- F. Extra Work, if any, shall be performed in accordance with Article 10 of the General Conditions and will be paid for in accordance with Article 11 of the General Conditions.

**1.2 MEASUREMENT AND PAYMENT.** The contract price and payment thereof shall constitute full compensation for all work incidental to the completion of the project in accordance with the Plans and Specifications. All workers on this project shall be paid the applicable prevailing wage rate in accordance with Section 00 73 43. Measurement and payment will be in accordance with the Bid Form, the requirements of the Standard General Conditions of the Construction Contract, Supplementary Conditions, and as follows:

1. **Mobilization, Bonds, Insurance, and Demobilization (Item 1)**
2. **Payment.** The lump sum contract price for this item includes the preparatory work and operations necessary for the movement of personnel, equipment, materials, and

incidentals to the project site and for all costs incurred before the beginning of work as well as any other work included in the Contract Documents which is not specifically listed in other bid items. In the event that the project is held in abeyance for an extended period of time, additional payment for mobilization and demobilization will not be made. All costs for additional mobilization and demobilization shall be incidental. The amounts paid for mobilization in the Contract progress payment will be based on the percent of the original Contract amount that is earned from other Contract items, not including advances on materials, and as follows:

- 1) When 5 percent is earned, 50 percent of the amount for mobilization will be paid.
- 2) When 10 percent is earned, 100 percent of mobilization will be paid.
3. **Measurement.** Measurement for this item will be on a lump sum (LS) basis. The mobilization bid amount shall not exceed five percent (5%) of the total contract amount.

#### **G. Interior Surface Preparation and Coating System Application (Item 2)**

1. **Payment.** The lump sum contract price for this item shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to prepare the interior surface of the existing steel reservoir and apply the coating system as specified herein.
2. **Measurement.** Measurement for this item will be on a lump sum (LS) basis.

#### **H. Interior Steel Substrate Repairs (Item 3)**

1. **Payment.** This item shall be paid for on a time and materials basis and shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to prepare the interior substrate surface of the existing steel reservoir for coating.
2. **Measurement.** Measurement for this item will be on a force account (FA) basis.

#### **I. Mobilization, Bonds, Insurance, and Demobilization (Item A1)**

1. **Payment.** The lump sum contract price for this item includes the preparatory work and operations necessary for the movement of personnel, equipment, materials, and incidentals to the project site and for all costs incurred before the beginning of work as well as any other work included in the Contract Documents which is not specifically listed in other bid items. In the event that the project is held in abeyance for an extended period of time, additional payment for mobilization and demobilization will not be made. All costs for additional mobilization and demobilization shall be incidental. The amounts paid for mobilization in the Contract progress payment will be based on the percent of the original Contract amount that is earned from other Contract items, not including advances on materials, and as follows:

- 1) When 5 percent is earned, 50 percent of the amount for mobilization will be paid.
- 2) When 10 percent is earned, 100 percent of mobilization will be paid.

2. **Measurement.** Measurement for this item will be on a lump sum (LS) basis. The mobilization bid amount shall not exceed five percent (5%) of the total contract amount.

**J. Exterior Surface Preparation and Coating System Application (Item A2)**

1. **Payment.** The lump sum contract price for this item shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to prepare the exterior surface of the existing steel reservoir and apply the coating system as specified herein.
2. **Measurement.** Measurement for this item will be on a lump sum (LS) basis.

**K. Exterior Steel Substrate Repairs (Item A3)**

1. **Payment.** This item shall be paid for on a time and materials basis and shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to prepare the exterior substrate surface of the existing steel reservoir for coating.
2. **Measurement.** Measurement for this item will be on a force account (FA) basis.

**L. Floating Decant Outlet Fabrication and Installation (Item B1)**

1. **Payment.** The lump sum contract price for this item shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to fabricate and install a floating decant outlet device as shown in Figure 3.
2. **Measurement.** Measurement for this item will be on a lump sum (LS) basis.

**M. Exterior Ladder Segment Fabrication and Installation (Item C1)**

1. **Payment.** The lump sum contract price for this item shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to fabricate and install a section of exterior access ladder as shown in Figure 3.
2. **Measurement.** Measurement for this item will be on a lump sum (LS) basis.

**N. Roof Access Hatch Fabrication and Installation (Item C2)**

1. **Payment.** The lump sum contract price for this item shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to fabricate and install a replacement roof access hatch as shown in Figure 3.
2. **Measurement.** Measurement for this item will be on a lump sum (LS) basis.

**PART 2      PRODUCTS (NOT USED)**

**PART 3      EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01 33 00 SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.1 1.01 DEFINITIONS

- A. Shop Drawings: Shop Drawings are Drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor, a Subcontractor at any tier, manufacturer, and supplier or distributor, to illustrate some portion of the Work.
- B. Product Data: Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples: Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Submittals: Submittals are documents required by the Contract to be submitted to the Owner for review. The following is the list of the types of submittals used in the Contract Documents:
  - 1. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
  - 2. Deferred Submittal: Information necessary to comply with the 2015 IBC Section 107.3.4.1 as submitted by Contractor for portions of design that require permitting agency approval prior to installation of that portion of the Work, along with Engineer's review documentation that submittal has been found to be in general conformance with Project's design.
  - 3. Informational Submittal: Information submitted by Contractor that requires Engineer's review and determination that submitted information is in accordance with the Conditions of the Contract.

#### 1.2 PROCEDURES

- A. Direct submittals to Owner at the following, unless specified otherwise:
  - 1. Via Owner's Project Coordinator, which will be provided at preconstruction conference.
- B. Electronic Submittals: Submittals shall, unless specifically accepted, be made in electronic format.
  - 1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement, and seven hard copies provided.
  - 2. Each product under each specification section will have its own submittal.

3. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to the major sections of the document.
4. PDF files shall be set to open "Bookmarks and Page" view.
5. Add general information to each PDF file, including title, subject, author, and keywords.
6. PDF files shall be set up to print legibly at 8-1/2-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
7. Submit new, complete electronic files/hardcopies for each resubmittal.
8. Include a copy of the Owner Approved Transmittal of Contractor's Submittal form, a sample copy is located at end of this section, with each electronic file.
9. Engineer will reject submittal that is not electronically submitted, unless specifically accepted.
10. Provide Engineer with authorization to reproduce and distribute each file as many times as necessary for Project documentation.
11. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

C. Transmittal of Submittal:

1. Contractor shall:
  - a. Review each submittal and check for compliance with Contract Documents.
  - b. Upon review of the submittal, stamp each submittal with uniform approval stamp indicating review has been conducted by the Contractor for compliance with the Specifications, before submitting to Owner specified representative.
    - 1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying submittal has been reviewed, checked, and approved for compliance with Contract Document.
    - 2) Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form, sample as attached at end of this section.
3. Identify each submittal with the following:
  - a. Numbering and Tracking System:

- 1) Sequentially number each submittal.
  - 2) Resubmission of submittal shall have original number with sequential numeric suffix.
- b. Specification section and paragraph to which submittal applies.
  - c. Project title and Engineer's project number.
  - d. Date of transmittal.
  - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
4. Identify and describe each deviation or variation from Contract Documents.

D. Format:

1. Do not provide Shop Drawings that are reproductions of the Contract Documents.
2. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in specification.
3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
4. Index with labeled tab dividers in orderly manner.

E. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual specification sections.

F. Processing Time:

1. Time for review shall commence on Engineer's receipt of submittal.
2. Engineer will act upon Contractor's submittal and transmit response to Contractor no later than 30 days after receipt, unless otherwise specified.
3. Resubmittals will be subject to same review time.
4. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals, or review of agencies having jurisdiction (AHJ) which may require review. As the Owner does not control, nor will be held liable to a specific duration of time for AHJ review, Contractor will be responsible to oversee and coordinate to expedite AHJ review to maintain schedule.

G. Resubmittals: Clearly identify each correction or change made.

H. Incomplete Submittals:



1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
2. When any of the following are missing, submittal will be deemed incomplete:
  - a. Contractor's review stamp; completed and signed.
  - b. Transmittal of Contractor's Submittal completed and signed.
  - c. Insufficient number of paper copies, where required.
- I. Submittals Not Required by Contract Documents: Will not be reviewed and will be returned stamped "Not Subject to Review."

### **1.3 ACTION SUBMITTALS**

- A. Prepare and submit Action Submittals required by individual specification sections.
- B. Shop Drawings:
  1. Provide transmittal of Shop Drawings and other submittals by individual specification section. Do not include multiple specification sections within a single transmittal.
  2. Identify and Indicate:
    - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
    - b. Equipment and Component Title: Identical to title shown on Drawings.
    - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
    - d. Project-specific information drawn accurately to scale.
  3. Manufacturer's standard schematic drawings and diagrams as follows:
    - a. Modify to delete information that is not applicable to the Work.'
    - b. Supplement standard information to provide information specifically applicable to the Work.
  4. Product Data: Provide as specified in individual specifications.
  5. Deferred Submittal: See Drawings for list of deferred submittals.
    - a. Contractor-design drawings and product data related to permanent construction.
      - 1) Written and graphic information.
      - 2) Drawings.
      - 3) Cut sheets.

- 4) Data sheets.
  - 5) Action item submittals requested in individual specification section.
  - b. Prior to installation of indicated structural or nonstructural element, equipment, distribution system, or component or its anchorage, submit required supporting data and drawings for review and acceptance by Engineer. Documentation of review and approval provided on Engineer's comment form, along with completed submittal, shall be filed with permitting agency by the Owner and approved by permitting agency prior to installation.
  6. Foreign Manufacturers:
    - a. When proposed, include the following:
      - 1) Names and addresses of at least two companies that maintain technical service representatives that reside close to the Project.
      - 2) Complete list of spare parts and accessories for each piece of equipment.
- C. Samples:
1. Copies: Two unless otherwise specified in individual specifications.
  2. Preparation: Mount, display or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
    - a. Manufacturer name.
    - b. Model number.
    - c. Material.
    - d. Sample source.
  3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
  4. Full-Size Samples:
    - a. Size as indicated in individual specification section.
    - b. Prepared from same materials to be used for the Work.
    - c. Cured and finished in manner specified.
    - d. Physically identical with product proposed for use.
- D. Action Submittal Dispositions:
1. Engineer will review, comment, stamp, and distribute as noted:

- a. No Exceptions Taken (Approved):
  - 1) Contractor may incorporate product(s) or implement Work covered by submittal.
  - 2) Distribution: Electronic, with distribution as agreed.
- b. Note Markings (Approved as Noted):
  - 1) Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
  - 2) Distribution: Electronic, with distribution as agreed.
- c. Comments Attached, Resubmit (Partial Approval, Resubmit as Noted):
  - 1) Make corrections or obtain missing portions and resubmit.
  - 2) Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
  - 3) Distribution: Electronic, with distribution as agreed.
- d. Rejected (Revise and Resubmit):
  - 1) Contractor may not incorporate product(s) or implement Work covered by submittal.
  - 2) Distribution: Electronic, with distribution as agreed.

#### **1.4 INFORMATIONAL SUBMITTALS**

##### **A. General:**

- 1. Refer to individual specification sections for specific submittal requirements.
- 2. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copy to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will return with review comments to Owner for distribution, and require that submittal be corrected and resubmitted.

##### **B. Certificates:**

- 1. General:
  - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
  - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.

2. Welding: In accordance with individual specification sections.
3. Installer: Prepare written statements on manufacturer's letterhead certifying installer complies with requirements as specified in individual specification section.
4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual specification sections.
6. Manufacturer's Certificate of Compliance: In accordance with Section 01 61 00, Common Product Requirements.

C. Contractor-Design Data (Related to Temporary Construction):

1. Written and graphic information.
2. List of assumptions.
3. List of performance and design criteria.
4. Summary of loads or load diagram, if applicable.
5. Calculations.
6. List of applicable codes and regulations.
7. Name and version of software.
8. Information requested in individual specification section.

D. Deferred Submittals: See Drawings for list of deferred submittals.

1. Contractor-Design Data Related to Permanent Construction:
  - a. List of assumptions.
  - b. List of performance and design criteria.
  - c. Summary of loads or load diagram, if applicable.
  - d. Calculations.
  - e. List of applicable codes and regulations.
  - f. Name and version of design software.
  - g. Factory test results.
  - h. Informational submittals requested in individual specification section.



2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

J. Test, Evaluation, and Inspection Reports:

1. General: Shall contain signature of person responsible for test or report.
2. Factory:
  - a. Identification of product and specification section, type of inspection or test with referenced standard or code.
  - b. Date of test, Project title and number, and name and signature of authorized person.
  - c. Test results.
  - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
  - e. Provide interpretation of test results, when requested by Engineer.
  - f. Other items as identified in individual specification sections.
3. As a minimum, include the following:
  - a. Project title and number.
  - b. Date and time.
  - c. Record of temperature and weather conditions.
  - d. Identification of product and specification section.
  - e. Type and location of test, Sample, or inspection, including referenced standard or code.
  - f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
  - g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
  - h. Provide interpretation of test results, when requested by Engineer.
  - i. Other items as identified in individual specification sections.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 09 97 13.24 STEEL WATER STORAGE TANK COATINGS

### PART 1 GENERAL

#### 1.1 SUMMARY

K. This section includes preparing, priming, and installing protective coating systems for welded steel potable water storage tanks and associated piping and appurtenances.

L. Pertinent details regarding the existing reservoir are as follows:

1. Owner: Lewis County Public Works, Washington
2. Location: [1333 South Military Rd, Winlock, WA 98596](#)
3. Reservoir Name: Old Reservoir (there is also a new reservoir on site)
4. Nominal Volume: 250,000 gallons
5. Dimensions (approximate): 55 feet in diameter; 16 feet in height (wall height)
6. Year of Construction: 1979
7. Lead Levels: Lewis County has tested the interior and exterior of the existing reservoir for lead. Results of the testing are included as an attachment. Based on the results of the testing it is not anticipated that lead abatement will be required; however, Contractor to confirm based on local, state, and federal requirements.

M. Extent of Work:

1. Humidity and temperature control for the interior coating work.
2. Abrasive blasting of interior steel surfaces.
3. Cleaning of exterior steel surfaces via pressure wash / solvent wash.
4. Preparation of exterior steel surfaces via hand and power tools.
5. Coating interior / exterior steel surfaces.
6. Spot coating repairs to the interior and exterior steel reservoir surfaces as needed.
7. Application of a non-skid surfacing on portions of the reservoir roof.

N. Related Work Specified in Other sections:

1. Coat all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be coated. Where items or surfaces are not specifically mentioned, coat these the same as adjacent similar materials or areas.

O. Exclusions:

1. Do not coat the following surfaces unless specified or directed elsewhere: Stainless steel, aluminum, copper, brass, bronze and other corrosion-resistant materials (except for valve bodies and piping); multiple-coated factory-finished baked enamel or porcelain products; concealed areas such as ducts, piping, conduits and items specified elsewhere for special linings and coatings.

## 1.2 REFERENCE STANDARDS

### A. General:

1. Work and equipment shall conform to any applicable requirements of local, state, and federal codes, laws, and ordinances governing the Work.
2. The decision of the Engineer shall be final as to the interpretation of any codes, laws, ordinances, instructions, guidance documentation, specifications, and standards referenced or contained herein and the resolution of any conflicts between any documents.

### B. American Water Works Association (AWWA):

1. AWWA D102 - Coating Steel Water Storage Tanks.

### C. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.

### D. The Society for Protective Coatings (SSPC):

1. Good Painting Practice, SSPC Painting Manual, Volume 1.
2. Specifications and Systems, SSPC Painting Manual, Volume 2.
3. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, dirt, soil, salts and contaminants by cleaning with solvent, vapor, alkali, emulsion, or steam.
4. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale, and loose coatings to degree specified, by hand chipping, scraping, sanding, and wire brushing.
5. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale, and loose coatings to degree specified, by power tool chipping, descaling, sanding, wire brushing or wire impact tools, and grinding.
6. White Metal Blast Cleaning (SSPC-SP5): Removal of all visible rust, mill scale, coatings, and foreign matter by blast cleaning by wheel or nozzle (dry or wet) using sand, grit, or shot.
7. Commercial Blast Cleaning (SSPC-SP6): Removal of all visible rust, mill scale, coatings, and foreign matter by blast cleaning. Staining is permitted on no more than 33% of each 9 in<sup>2</sup> area of the cleaned surface.



8. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning of all except tightly adhering residues of mill scale, rust, and coatings, while uniformly roughening the surface.
9. Pickling (SSPC-SP8): Complete removal of rust and mill scale by acid pickling, duplex pickling, or electrolytic pickling.
10. Near-White Blast Cleaning (SSPC-SP10): Removal of all visible rust, mill scale, coatings, and foreign matter by blast cleaning. Staining is permitted on no more than 5% of each 9 in<sup>2</sup> area of the cleaned surface.
11. Power Tool Cleaning to Bare Metal (SSPC-SP11): Complete removal of all rust, scale, and coatings by power tools, with resultant minimum surface profile of 25 µm (1 mil).
12. Industrial Blast Cleaning (SSPC-SP14): Between SP 7 (brush-off blast cleaning) and SP 6 (commercial blast cleaning). The intent is to remove as much coating as possible, but tightly adherent rust, mill scale, and coating can remain on 10% of each 9 in<sup>2</sup> area of the cleaned surface.
13. Commercial Grade Power Tool Cleaning (SSPC-SP15): Between SP 3 (power tool cleaning) and SP 11 (power tool cleaning to bare metal). Removes all rust and coatings but allows for random staining on up to 33% of each 9 in<sup>2</sup> area of the cleaned surface; requires a minimum surface profile of 25 µm (1 mil).
14. Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-ferrous Metals (SSPC-SP16): Requirements for removing loose contaminants and coatings from coated and uncoated galvanized steel, stainless steels, and non-ferrous metals. Requires a minimum 19 µm (0.75 mil) surface profile on bare metal substrate.
15. Waterjet Cleaning of Metals – Clean to Bare Substrate (SSPC-SP WJ-1): Cleanest waterjetting level, requires the cleaned metal to be free of all visible oil, grease, dirt, rust and other corrosion products, previous coatings, mill scale, and foreign matter.
16. Waterjet Cleaning of Metals – Very Thorough Cleaning (SSPC-SP WJ-2): Requires the cleaned metal surface to be free of all visible oil, grease, dirt, rust and other corrosion products, except for randomly dispersed stains of rust and other corrosion products, tightly adherent thin coatings, and other tightly adherent foreign matter previous coatings, mill scale, and foreign matter over no more than 5% of each 9 in<sup>2</sup> area of the cleaned surface.
17. Waterjet Cleaning of Metals – Thorough Cleaning (SSPC-SP WJ-3): Requires removal of all visible contaminants as in WJ-2 above. Randomly dispersed staining as described in WJ-2 is limited to no more than 33% of each 9 in<sup>2</sup> area of the cleaned surface.

18. Waterjet Cleaning of Metals – Light Cleaning (SSPC-SP WJ-4): Requires removal of all visible oil, grease, dirt, dust, loose mill scale, loose rust and other corrosion products, and loose coatings. Any residual material shall be tightly adhered to the metal substrate.

19. Coat Application Specification No. 1 (SSPC-PA 1): This specification covers procedures for the coating of steel surfaces.

E. Published standards of NACE International (NACE) pertaining to coating and coating inspections.

F. Code of Federal Regulations (CFR)

1. 29 CFR 1910 Occupational Safety and Health Standards (General Industry Standards)

2. 29 CFR 1926.62, Lead in Construction

### 1.3 DEFINITIONS

**Coating Systems** - Protective coating systems consisting of primer, intermediate coat(s) [if applicable] and finish-top coats.

**Coverage** - Total minimum dry film thickness in mils or square feet per gallon

**DFT** – Dry film thickness

**Exterior Surfaces** - All outside surfaces of the reservoir. Exterior surfaces include the roof; exterior shell; ladders and ladder cages; vents; piping; roof hatches; sidewall manway access hatches; safety railings; and any other exterior appurtenances and surfaces not specifically excluded by this section or elsewhere in these Specifications to receive the specified coating system.

**Interior Surfaces** - All surfaces contained within the inside of the reservoir which have contact with the stored fluid or the humid atmosphere above the stored fluid. Interior surfaces include the ceiling and associated structural supports, including joists and columns; interior shell; floor; ladders; inlet, outlet, and overflow piping; and any other interior surfaces not specifically excluded by this section or elsewhere in these Specifications to receive the specified coating system.

**Mil** - Thousandth of an inch

**Coating** - All coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or topcoat.

**WFT** – Wet film thickness

### 1.4 SUBMITTALS

A. Data Sheets

1. Safety Data Sheets: Submit safety data sheets for all products proposed for use.

Applicable safety data sheets shall be kept on the Site for the entire time such products are present on the Site.

2. Technical Data Sheets: Submit technical data sheets for all products proposed for use. Clearly identify and label each coating system with designated specification number and, within each system, identify and label the product designated for first coat and each additional coat.

B. Certificates of Compliance:

1. Submit documentation that products applied to the interior are NSF 61 certified.
2. Submit credentials of 3<sup>rd</sup> party coating inspector.

C. Samples:

1. Submit two paper chip samples, 2 inches square, illustrating range of colors available for each scheduled surface finishing product. The Engineer may request additional samples on 2-inch (minimum) square sections of replica substrate using the required finish system.
2. If specified by Engineer, Contractor shall on the first day of dry abrasive blasting operations, blast-prepare metal plates to the surface preparation standards specified. Plates shall measure 6 inches square and be submitted to the Engineer for approval. Plates shall be coated with a clear, non-yellowing finish. One of these plates shall be prepared for each type of sandblasting and shall be used as the comparison standard throughout the project.

D. Field Quality-Control Submittals:

1. Submit results of tests and inspections performed by 3<sup>rd</sup> party coating inspector including, but not limited to, ambient environmental conditions, surface profile measurements, WFT measurements, DFT measurements, etc.

E. Lead Abatement (if encountered):

1. Based on testing performed prior to Award, only trace amounts of lead are anticipated to be encountered on this project; however, if lead is discovered during the course of the Work, the Contractor shall halt Work and submit removal, containment, disposal, and environmental / personnel protection plans for review.

**1.5 QUALITY ASSURANCE / QUALITY CONTROL**

- A. Contractor shall hire a 3<sup>rd</sup> party coating inspector which will perform inspection and testing as outlined herein. Coating inspector shall be a NACE certified Coating Inspector Level 3, NACE certified Corrosion Specialist, or individual with a minimum of 5 years of documented field coating inspection experience.

## 1.6 HEALTH AND SAFETY REQUIREMENTS

- A. Comply with all applicable OSHA, EPA, and DEQ regulations relating to coating preparation, application and all associated activities.
- B. Conform to all applicable safety requirements set forth by manufacturer's printed instructions and applicable technical bulletins and manuals.
- C. Personal Protective Equipment: Contractor shall provide and require the use of personal protective equipment for the duration of the Work. Equipment shall include, but not be limited to, suitable personal breathing equipment, protective clothing, protective eye / ear / face equipment, and fall protection for persons working within or about the site. Extra equipment shall be stored on site for use by Owner's representative.
- D. Ladders, Scaffolding and Rigging:
  - 1. All ladders, scaffolding and rigging shall be designed for their intended uses.
  - 2. Ladders and scaffolding shall be erected where requested by Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.
- E. Ventilation:
  - 1. Ventilation of vapors and other hazardous material from the confined space shall be conducted to reduce the concentration of air contaminants.
  - 2. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof.
  - 3. Forced air ventilation during blast cleaning and coating application operations is mandatory.
  - 4. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- F. Grounding: Blasting hoses, spray hoses, and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- G. Illumination:
  - 1. Spark-proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage.
  - 2. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70: National Electric Code for the atmosphere in which they will be used.

3. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.
4. Lighting will conform to SSPC Guide 12 for inspection and work.

H. Solvents:

1. The solvents used with specified protective coatings may be explosive at low concentrations and may be highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure and the lower explosive limit (LEL) must be strictly adhered to.
2. If existing coatings to be removed contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.

I. Mixing and Application of Coatings:

1. During mixing and application of coatings, all flames, welding and smoking shall be prohibited in the vicinity.
2. When handling and mixing coatings, workers shall wear gloves and eye shields.
3. Fire extinguishers of the appropriate type shall be provided by Contractor and kept at the project site during all operations.

J. Dust Prevention and Control:

1. Applicable environmental regulations for dust prevention shall be strictly enforced. Emissions from reservoir coating activities including abrasive blasting and coating shall be controlled to be within applicable environmental regulations.
2. When a steel tank is located near existing residential, commercial, or industrial development, conduct all operations so as to confine abrasive blasting debris and coatings overspray to within the bounds of the Site. Take all precautions necessary to prevent adverse off-site consequences of coating operations.
3. Any complaints received by the Owner or Engineer shall be delivered to the Contractor for resolution. The Contractor shall immediately halt the work and shall take whatever corrective action is required to mitigate any such problems.
4. All costs associated with protection of off-site properties and/or correction of damage to property as a result of the Work shall be borne directly by the Contractor at no additional expense to the Owner.

## 1.7 WARRANTY

- A. A warranty inspection will be conducted between the tenth (10<sup>th</sup>) and twelfth (12<sup>th</sup>) months following completion and acceptance of all Work. The Owner, Engineer, and Contractor shall be present at this inspection at a time agreed upon by all parties.
- B. Contractor incurred costs for the warranty inspection and all costs for repair shall be borne by the Contractor. The Contractor shall reserve an appropriate amount for inspection, testing, repair, and disinfection as no additional allowance will be paid by the Owner for the warranty inspection and repair.
- C. The warranty inspection shall consist of the following:
  - 1. The Owner shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance.
  - 2. Inspection of Coating Systems:
    - a. The entire interior coating system, as installed under this project, shall be visually inspected.
    - b. If additional inspection is deemed necessary by the Engineer, such inspection shall be accomplished as directed in accordance with the applicable provisions of this specification.
    - c. All defective coatings, as well as damaged or rusting spots of the reservoir, shall be satisfactorily repaired by and at the expense of the Contractor.
    - d. All repaired areas shall then be electrically tested as specified Part 3 of this section.
  - 3. The Engineer will prepare and deliver to the Contractor, an inspection report covering the first anniversary inspection, setting forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
  - 4. Upon completion of inspection and receipt of the inspection report as noted herein, the Owner shall establish a date for the Contractor to proceed with remedial work. Any delay on the part of the Contractor to meet the schedule established by the Owner shall constitute breach of this Contract and Owner may proceed to have defects remedied as outlined in the Contract Documents.
  - 5. Any location where the coating has peeled, bubbled, or cracked and any location where rusting is evident shall be considered a failure of the system. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating with the same system. If the area of failure exceeds 25

percent of the total coated surface, the entire coating system may be required to be removed and recoated in accordance with the original specification.

## **PART 2 PRODUCTS**

### **2.1 EQUIVALENT PRODUCTS**

- A. Proprietary names used to designate colors, materials, or equipment are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent colors, materials, or equipment from other manufacturers.

### **2.2 SURFACE PREPARATION MATERIALS**

#### **A. Abrasives:**

1. Select abrasive type and size to produce a surface profile that meets the coating manufacturer's recommendations.
2. Abrasive blast cleaning shall be performed using either expendable abrasives (other than silica sand, which is not allowed) or steel grit abrasives. Expendable abrasive shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1. All surfaces prepared with abrasives not meeting the SSPC-AB1 requirements, as applicable, shall be solvent cleaned or low-pressure water cleaned as directed by the Engineer, and re-blast cleaned at the Contractor's expense.
3. Blast cleaning abrasives shall be Kleen Blast Abrasive as manufactured by Kleen Blast, Green Diamond Abrasive as manufactured by Green Diamond Sand Products, or approved equal.

- B. Lead Stabilizing Additives: For coatings containing lead removed by blast cleaning, a lead stabilizing abrasive additive shall be used in concentrations recommended by the additive manufacturer. Lead stabilizing additive shall be Blastox as manufactured by The TDJ Group, Fesi-Bond as manufactured by Green Diamond Sand Products, or approved equal.

- C. Waterjet Wash Solutions: Solutions shall consist of a 5% concentration of tri-sodium phosphate (TSP).

### **2.3 COATINGS, GENERAL**

#### **A. General:**

1. All coat products shall be from a single manufacturer, unless otherwise approved by the Engineer.
2. Interior coating systems must be NSF Standard 61 approved.

3. The coating systems shall conform to all applicable local, state, and federal air pollution requirements.

4. Products containing perchloroethylene will not be permitted.

**B. Color:**

1. Contractor shall vary colors slightly for each coat.

2. Topcoat colors will be selected from manufacturer's standard colors as approved by the Owner.

**C. Coatings Coordination:**

1. Provide topcoats which are compatible with prime coats, or which are compatible with existing coatings on existing facilities.

2. Upon requests from other trades, furnish information on the characteristics of finish materials proposed for use, to ensure compatible prime coats are used.

3. Provide barrier coats over incompatible primers or remove the primer and re-prime as required.

4. Notify the Engineer in writing of any anticipated problems using specified coating systems with substrates primed by others or on existing finishes.

D. Use only thinners approved by the coatings manufacturer and only within recommended limits.

E. Labels: Deliver coating materials to site in the original sealed containers with manufacturer's name; product name; type of product; manufacturer's specification or catalog number or federal specification number; and instructions for thinning where applicable.

**2.4 COATINGS, INTERIOR**

A. Surface Preparation: SSPC-SP 10/NACE 2 Near-White Metal Blast Cleaning

B. Prime Coat: Induron Ceramaprime at 3.0 to 6.0 mils DFT, or approved equal

C. Topcoat: Induron TL-70 at 10.0 to 12.0 mils DFT, or approved equal

1. Color: White

**2.5 COATINGS, EXTERIOR**

A. Surface Preparation:

1. SSPC SP-1, Solvent Cleaning

2. SSPC SP-2, Hand Tool Cleaning

3. SSPC SP-3, Power Tool Cleaning



B. Prime Coat: Induron E-Bond Epoxy Primer at 1.0 to 2.0 mils DFT, or approved equal

C. Topcoat: Induron Indurathane 6600 at 2.0 to 4.0 mils DFT, or approved equal.

1. Wall Color: Green (match adjacent tank color)

2. Roof Color: White or light gray

## **2.6 NON-SKID SURFACE**

A. Non-skid material shall be natural, clean sand, free of soil and other deleterious material, having hard, durable grains with 100% passing the No. 4 sieve.

## **2.7 ACCESS MANWAY GASKETS AND HARDWARE**

A. Replace gaskets and hardware for access manways into reservoir which are opened during construction.

B. Furnish and install galvanized steel bolts, nuts and washers. Regular hexagon-head bolts per ASTM A307, Grade A.

C. Gaskets shall be full-face gaskets which are NSF-61 approved, molded fluoroelastomer, 1/8-inch thickness, Garlock Stress Saver XP, or approved equal.

D. Contractor to field verify all dimensions before ordering materials.

## **2.8 EQUIPMENT, WATERJET CLEANING**

A. Performance Criteria:

1. Waterjet equipment shall deliver a flow rate of 3.5 gallons per minute (gpm) at a pressure of 3,000 pounds per square inch (psi), minimum.

## **2.9 ELECTRICAL POWER AND GENERATOR REQUIREMENTS**

A. If the operating equipment is to be electrically powered by connection to the local electrical utility, the Contractor shall be responsible for all utility arrangements.

# **PART 3 EXECUTION**

## **3.1 OVERVIEW**

A. Examine surfaces scheduled to be finished prior to commencing Work, and report conditions capable of affecting proper application.

B. At the Engineer's direction, correct defects prior to application of coatings systems specified herein.

C. No more surface preparation than can be coated in a normal working day shall be permitted.

### 3.2 FIELD QUALITY ASSURANCE / QUALITY CONTROL

- A. General: Quality assurance and quality control procedures and practices shall be used to monitor all phases of Work. Procedures or practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer.
- B. The Contractor shall use the "Daily Coating Inspection Report" found in the attachments section to record the results of quality control inspections and tests. The completed reports shall be turned in to the Engineer before work resumes the following Workday.
- C. The Contractor shall supply all necessary equipment to perform the QC tests. The instruments shall be calibrated according to the equipment manufacturer's recommendations. All inspection equipment shall be made available to the Engineer for inspection observations on an as-needed basis. Contractor shall provide, at a minimum, the following equipment:
1. Recording thermometer
  2. Hygrometer
  3. Recording or comparable equipment for the recording of dew point and continuous recording of relative humidity
  4. Surface temperature thermometer
    - a. Hypodermic Needle Pressure Gage for determining blasting pressure at the nozzle
    - b. Visual Standard for abrasive blast cleaning
    - c. Testex Press-O-Film Replica Tape and Spring Micrometer (Correct Size)
    - d. Wet Film Thickness Gage
    - e. Blotter paper and plate glass for compressed air cleanliness checks
    - f. Type 2 Electronic Dry Film Thickness Gage with calibration standards.
    - g. Holiday Detector: Non-destructive wet sponge-type detector. Operating test voltage shall be per NACE SP0188 or as recommended by the coating manufacturer. A non-sudsing type wetting agent such as Kodak Photo-Flo, or equal, shall be added to the water prior to wetting the detector sponge.
- D. Inspection Notification: Contractor shall notify Engineer and 3<sup>rd</sup> party inspector when coating work is to be in progress in time for Engineer and / or inspector to check atmospheric conditions, surface preparation, mixing and thinning procedures, materials and thicknesses with wet film thickness gauge at frequent intervals and varied locations during the course of Work.

E. Thickness of Coatings:

1. Thickness of coatings shall be checked with a non-destructive thickness gauge unless otherwise directed by the Engineer.
2. No pinholes or other irregularities will be permitted in the final coating. All pinholes shall be marked and repaired in accordance with the manufacturer's recommendations, and then retested.
3. Use wet film thickness gauges to ensure proper application rates to prevent over-thick coatings and curing difficulties.
4. Provide additional coats at no additional cost to the Owner when mil thicknesses specified have not been achieved as determined by either dry or wet film thickness testing specified herein.

F. Coating Equipment:

1. Compressors shall have suitable traps and filters to remove water and oils from the air.
2. Blotter tests shall be performed at each start-up period and as deemed necessary by the Engineer.

G. Moisture Control Equipment: Employ to maintain conditions within the reservoir interior which allow extended blasting and coating schedules.

H. 3<sup>rd</sup> Party Inspector:

1. Services of the 3<sup>rd</sup> party inspector shall be provided at no additional expense to the Owner.
2. Reporting from the 3<sup>rd</sup> party inspector shall not preclude the Engineer from making independent assessments of the quality of Work. The Engineer will make the final decision as to the acceptability of the coating systems.
3. The 3<sup>rd</sup> party inspector shall make periodic site visits throughout the course of the Work. Schedule all site visits with the Engineer. Minimum site visits are anticipated to include:
  - a. Inspect typical shop and field steel preparation prior to primer applications.
  - b. Inspect finished primer applications prior to application of intermediate coats.
  - c. Inspect each intermediate coat prior to application of subsequent finish coats.
  - d. Inspect final coats and report to the Engineer the representative's assessment of the coating system's suitability and acceptability for the intended service.
4. The 3<sup>rd</sup> Party Inspector shall prepare and submit written reports directly to the Engineer immediately following each site visit.

- a. Reports shall identify the inspector's observations relative to the quality of the surface preparation and coating work.
  - b. Reports shall address any conditions observed which have the potential to adversely impact the finished coating system's integrity and performance.
  - c. Any such findings shall be immediately remedied by the Contractor.
- I. No more surface preparation than can be coated in a normal working day shall be permitted.
- J. Additional Testing: The Engineer may require additional testing as may be deemed necessary to assure the Work is being accomplished in accordance with the requirements of the specifications.
1. Unless otherwise specified, the cost of such testing will be borne by the Owner.
  2. In the event such tests reveal non-compliance, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer.
  3. It is understood and agreed that the performance of tests by the Engineer shall not constitute an acceptance of any portion of the Work, nor relieve the Contractor from compliance with the project requirements.
  4. The Engineer is not precluded from furnishing its own inspection devices and rendering decisions based solely upon its tests.

### **3.3 INSPECTION**

- A. No coating shall be applied before the Inspector approves the prepared surfaces. Inspection shall include the following:
1. Level 1 – Minimum required QC test requirements during all coating procedures:
    - a. Weather conditions – every 4 hours
    - b. Ambient temperatures – every 4 hours
    - c. Surface temperature – every 4 hours
    - d. Wet film thickness – every ½ hour
  2. Level 2 – Testing requirements in addition to Level 1 requirements:
    - a. Continuous ambient temperature (recording thermometer)
    - b. Relative humidity – every 4 hours
    - c. Dew point – every 4 hours
    - d. Compressed air cleanliness – prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and coating with conventional spray, the Contractor shall

verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Affected work shall be repaired at the Contractor's expense.

- e. Blast pressure at nozzle – every 4 hours
- f. Visual standard for abrasive blast cleaning
- g. Surface profile – every 4 hours
- h. Surface pH of concrete surfaces
- i. Dry film thickness
- j. Holiday testing by high voltage discontinuity (spark) testing – entire surface

### **3.4 PROTECTION**

- A. Misc. Openings: Cover miscellaneous tank openings, except as required for ventilation, to avoid accumulation of cleaning residue and coating material in overflows, drains, inlet piping, and outlet piping.
- B. Tank Vent: Cover tank vents without sealing tight to prevent contamination of tank interior. Be sure to maintain ventilation of tank interior.
- C. Potable Water: Cleaning and coating tank exterior after tank is filled is not permitted.
- D. Dust: Schedule all cleaning and coating so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.
- E. Generator Exhaust: Position diesel- or gasoline-powered equipment in a manner to prevent deposition of combustion contaminants on any part of the structure.
- F. Storage: Store materials in ventilated area and otherwise according to manufacturer instructions.
- G. Handling: Where pre-coated items are to be shipped to the site, protect coating from damage. Protect coated items to prevent abrasion. Use non-metallic or padded slings and straps in handling.
- H. Exposure: Primed surfaces shall not be exposed to weather for more than two months before being top coated, or less time if recommended by coating manufacturer.

### 3.5 SURFACE PREPARATION, GENERAL

- A. Inspect and provide substrate surfaces prepared in accordance with these Specifications and the printed directions and recommendations of coatings manufacturer whose product is to be applied. The more stringent requirements shall apply.
- B. Supervisor:
  - 1. Provide a supervisor to be at the Site during surface preparation, coatings application, and disinfection operations.
  - 2. Supervisor shall have the authority to sign change orders, coordinate work and make other decisions pertaining to the fulfillment of the work requirements.
- C. Slag and weld metal accumulation and spatters not previously removed by others including the fabricator, erector or installer shall be removed by chipping and grinding. All sharp edges shall be peened, ground or otherwise blunted.
- D. Surface evaluated before and after preparation will be based upon comparison with one or more of the following, as applicable:
  - 1. SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.
  - 2. SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces.
  - 3. SSPC-VIS 3, Guide and Reference Photographs for Steel Surfaces Prepared by Power- and Hand-Tool Cleaning.
  - 4. SSPC-VIS 4, Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting.
  - 5. SSPC-VIS 5, Guide and Reference Photographs for Steel Surfaces Prepared by Wet Abrasive Blast Cleaning.
  - 6. ASTM D610, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces.
  - 7. ASTM D2200, Standard Practice for Use of Pictorial Surface Preparation Standards and Guides for Painting Steel Surfaces.
  - 8. Anchor Profile: Anchor profile for prepared surfaces shall be measured by using a non-destructive testing instrument to be provided by the Contractor, such as a Keane-Tator Surface Profile Comparator or Testex Press-O-Film System.
- E. All welds, when required, shall be neutralized with a suitable chemical compatible with the specified coating materials.
- F. Keep the area of Work in a clean condition.

1. Do not permit blasting materials to accumulate enough to constitute a nuisance or hazard to the prosecution of Work or the operation of the existing facilities.
  2. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the Engineer.
  3. If waste is determined to be hazardous, disposal by the Contractor shall meet requirements of all regulatory agencies for handling and disposing of such wastes as noted elsewhere in this section.
  4. Remove residue from surface preparation before coating application is begun.
  5. Blast-cleaned surfaces shall be cleaned prior to application of specified coatings through a combination of blowing with clean dry air, brushing/brooming, and/or vacuuming as directed by the Engineer.
- G. Any surfaces not coated the same day they are prepared shall be re-prepared prior to coating, unless the Engineer-approved moisture control equipment is used by the Contractor to maintain conditions that allow extended blasting schedules prior to application of prime coats.

### **3.6 SURFACE PREPARATION, INTERIOR**

- A. All interior surfaces shall be prepared for coating by the methods described in SSPC-SP 10 Near-White Metal Blast Cleaning using an angular, granular blasting media to achieve a minimum surface profile recommended by the coating manufacturer.
- B. Following blast cleaning and prior to coating, the following additional operations shall be performed:
1. Remove spent abrasives and existing coating waste material from all blasted surfaces. This shall be accomplished by blowing off all blasted surfaces with clean, dry air and vacuum cleaning or brooming/sweeping of all waste material.
  2. Remove or cause to be removed all traces of rust bloom or deposits of oil, grease, or other contaminants which become visible prior to application of the prime coat.
  3. The Engineer and / or Inspector and Contractor will perform an inspection of the blasted substrate metal for identification of areas with significant pitting, weld splatter, or other deficiencies.
  4. Pitting of the substrate metal to a depth greater than 1/8-inch shall be ground out with a suitable grinding tool and filled with weld filler materials so that the deposited weld filler material forms a convex surface over the base metal. This convex surface shall then be ground flush to the surrounding base metal prior to any additional surface preparation and subsequent application of the prime coat.

5. Weld splatter shall be ground flush to the surrounding base metal prior to any additional surface preparation and subsequent application of the prime coat.

C. Humidity and Temperature Control

1. Do not perform abrasive blast cleaning whenever relative humidity exceeds 85 percent or whenever surface temperature is less than 5° F above dew point (and rising) of ambient air.
2. General: Humidity and temperature control, when specified and required elsewhere in this section for interior spaces, shall be provided using appropriate specialized equipment.
3. Dehumidification: Dehumidification equipment shall be used to control the environment in the space on a continuous basis 24 hours a day during blast cleaning, coating, and curing unless otherwise approved by Engineer.
4. Heating / Cooling: Auxiliary heaters or chillers may be necessary to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters.
  - a. Heaters and coolers shall be installed in the process air supply duct between the dehumidifier and the space as close to the space as possible.
  - b. The space to be controlled shall be sealed off as well as possible allowing air to escape at the bottom of the space away from the point where the dehumidified air is being introduced.
  - c. Maintain a slight positive pressure in the space unless the dust from the blasting operation is hazardous.
  - d. Do not recirculate the air from the space or from filtration equipment back through the dehumidifier when coating or solvent vapors are present.

**3.7 SURFACE PREPARATION, EXTERIOR**

- A. Contractor shall use cleaning agents as necessary to ensure that all exterior surfaces are clean and free of all mold, mildew, fungus, and biological growth.
- B. Waterjet Cleaning: All exterior surfaces of the reservoir and associated exterior structures shall be waterjet cleaned with a 5% TSP solution or approved equal. Prepare all exterior metal surfaces according to SSPC-SP WJ-4. Acceptable surface preparation by waterjet cleaning shall be determined by hand-tool cleaning of adhered topcoat. Topcoat which cannot be removed by hand-tool cleaning shall be considered acceptable to receive the new coating systems specified herein.
- C. Following waterjet cleaning and prior to spot surface preparation and coating, the following additional operations shall be performed, as required:



1. Pitting Inspection and Repairs: The Engineer and Contractor will perform an inspection of the prepared substrate for identification of areas with significant pitting of the substrate metal and any surface deficiencies.
2. Pitting of the substrate metal to a depth greater than 1/8-inch shall be ground out with a suitable grinding tool and filled with weld filler materials so that the deposited weld filler material forms a convex surface over the base metal. This convex surface shall then be ground flush to the base metal prior to any additional surface preparation and subsequent application to application of the prime coat. Surface deficiencies identified shall be repaired to the satisfaction of the Engineer.
3. Following waterjet cleaning and prior to coating, the following surface preparation of all locations of compromised coating shall be performed:
  - a. Spot Surface Preparation: All locations where the existing coating system has failed and there is visible rust or other surface contamination, power- tool cleaning to bare metal (SSPC SP-11) shall be performed.
  - b. Care shall be taken to feather the surface preparation into the existing coating to remain in order to create a surface that will easily accept the new coating system primer.
  - c. Follow all manufacturer requirements regarding minimum surface profile of the steel to receive the new spot primer.

### **3.8 APPLICATION**

- A. Apply coatings in accordance with:
  1. SSPC-PA 1
  2. Manufacturer literature for the coating materials.
  3. As further specified within this section.
- B. Interior Coatings: Interior coatings shall be applied by airless spray application, except where back rolling or striping is performed.
- C. Exterior Coatings: Exterior coatings shall be applied by airless spray or roller. Brushing may be used to repair coatings in areas of steel modifications.
- D. Ventilation: Provide for adequately ventilated enclosed rooms and spaces during coating and curing periods.
- E. Thickness:

1. Do not use thinner unless approved by the Engineer. Only use thinner recommended by the manufacturer which has been determined to be compatible with specified coating system. Thin coatings in accordance with the manufacturer's recommendations.
2. Apply coatings in strict conformance with the manufacturer's application instructions. Apply each coat at the rate specified by the manufacturer to achieve the dry mil thickness specified.
3. Correct any apparent deficiencies of film thickness by the application of an additional coat.

F. Brush Coats:

1. All welds, laps, edges, inside angles, and irregular surfaces shall receive a brush coat of the specified product prior to application of each complete coat.
2. Coatings may be applied as a spray stripe coat and back brushed by hand.
3. Coatings shall be brushed in multiple directions to ensure penetration and coverage, as directed by the Engineer.

G. Non-Skid Surfaces:

1. Where shown on the Drawings or specified elsewhere in this section, a non-skid surface shall be applied to a portion of the reservoir roof surface after the prime coat has cured.
2. Application:
  - a. Broadcast over a wet coat of the primer specified herein.

H. At the conclusion of each day's cleaning and coating operations, a 6-inch wide strip of cleaned substrate shall remain uncoated to facilitate locating the point of origin for each successive day's cleaning operations.

I. Curing Time:

1. Refer to manufacturer recommendations for proper curing time. Note that manufacturer's recommended curing time may need to be altered depending on ambient conditions.
2. Test non-metallic surfaces with a moisture meter.
3. Inspector shall verify the complete cure of interior coatings system using methods described in ASTM D5402, Standard Practice for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs.

J. Attachments, Accessories and Appurtenance: All attachments, accessories, and appurtenances shall be prepared and coated in the same manner as specified for adjacent structures, unless otherwise specified elsewhere in this section or other sections of the Specifications.

K. Protection of Coated Surfaces:

1. Protective coverings or drop cloths shall be used to protect floors, fixtures, equipment, prepared surfaces, and applied coatings.
2. Personnel entering the reservoir or walking on the exterior roof of the reservoir shall take precautions to prevent damage or contamination of coated surfaces.
3. Care shall be exercised to prevent coatings from being spattered onto surfaces which are not to be coated.
4. Surfaces from which such material cannot be removed satisfactorily shall be recoated as required to produce a finish satisfactory to the Engineer.

L. Atmospheric Conditions: No coatings shall be applied under the following limitations:

1. Temperature: If temperatures are anticipated to be as noted below within eight hours after application of the coating.
  - a. Epoxy Coatings: Surface to be coated is below 55 degrees F. Exceptions may be approved by Engineer with concurrence from manufacturer if material is "low temperature" type.
  - b. When the temperature is less than 5 degrees F above the dew point and rising.
    - 1) The dew point shall be measured by use of an instrument such as a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or other instrument acceptable to the Engineer.
  - c. When the temperature of the surface to be coated is above 125 degrees F for all coating types.
2. Surfaces: When the surfaces to be coated are wet or damp or there is the presence of rain, snow, fog, or mist.
3. If any of the above adverse conditions are present, the coating application shall be postponed until conditions are favorable. The day's coating application shall be completed in time to permit the film sufficient drying time prior to the onset of adverse atmospheric conditions.

**3.9 CLEANUP**

- A. Contractor shall remove all equipment from the site.
- B. Coatings upon adjacent surfaces shall be removed and the entire site cleaned.
- C. All damage to surfaces resulting from the work of this section shall be cleaned, repaired or refinished to the complete satisfaction of the Engineer at no cost to the Owner.

D. Allow a minimum of seven (7) days at 70°F curing after application of the final coat to the tank interior before flushing, sterilizing, or filling with water. Utilize a recording or high/low-indicating thermometer and coating manufacturer's reference charts to determine actual cure time of products.

E. Disinfect the tank interior according to Section 33 13 13 Water Storage Tank Disinfection.

**3.10 COLLECTION, MONITORING AND DISPOSAL OF REGULATED WASTES**

A. Samples of the interior and exterior coatings were field tested for lead and only trace amounts of lead were detected; however, as a precaution, all interior and exterior waste generated from surface preparation work shall be tested by the Contractor for lead content. The Contractor shall, prior to project closeout and as a condition of final payment, furnish the Engineer with bound project records which document that the collection, testing, containment and disposal of any regulated wastes generated by the Contractor on this project were executed in compliance with all applicable federal, state and local laws and regulations regarding worker protection, health, and safety.

B. Unless otherwise indicated on the Plans or in the Specifications, all abrasive blasting material and byproducts, coatings, solvents and containers and any other discarded materials or equipment shall remain the property of the Contractor and shall be disposed of in a manner compliant with applicable federal, state and local laws and regulations governing disposal of all wastes generated by the Contractor in the prosecution of this work.

**END OF SECTION**

## **SECTION 33 13 13 DISINFECTION OF WATER UTILITY STORAGE TANKS**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. This section includes methods of disinfecting water storage tanks for potable water.
- B. Section includes:
  - 1. Water storage tank disinfection.
  - 2. Bacteriological testing.
  - 3. VOC Testing

#### **1.2 REFERENCE STANDARDS**

- A. American Water Works Association, AWWA C652 - Disinfection of Water Storage Facilities.

#### **1.3 SUBMITTALS**

- B. Disinfection Procedure:
  - 1. Submit description of procedure, including type of disinfectant and calculations indicating quantities of disinfectants required to produce specified chlorine concentration.
  - 2. Comply with Sections 3 and 4 of AWWA C652.
- C. Manufacturer's Certificate: Certify that disinfectants meet or exceed AWWA C652 requirements.
- D. Test and Evaluation Reports: Indicate results of bacteriological and residual chlorine laboratory test reports.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

#### **1.4 QUALITY ASSURANCE**

- A. Perform Work in compliance with AWWA C652.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store disinfectants according to manufacturer's recommendations and in a cool, dry place away from combustibles such as wood, rags, oils, and greases.
- C. Handle disinfectants according to manufacturer's safety precautions.

## **PART 2 PRODUCTS**

### **2.1 DISINFECTANTS**

- A. The following disinfectants are allowed in accordance with Section 4 of AWWA C652:
1. Liquid chlorine.
  2. Sodium hypochlorite.
  3. Calcium hypochlorite.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Inspection:
1. Conduct inspection of tank interior before beginning disinfection.
  2. Verify tank is clean and free of polluting materials.
  3. Verify tank piping and vent connections are properly made and clear of obstructions.
  4. Verify all interior coat is thoroughly cured according to coat manufacturer's instructions.

### **3.2 PREPARATION**

- A. Furnish personnel working inside tank during disinfection with equipment to comply with federal and state regulations for Work conducted in a hazardous atmosphere.
- B. Coordinate with the Engineer and Owner for scheduling of disinfection activities.
1. The Owner may require up to one week following notice to supply water for filling of reservoir.

### **3.3 APPLICATION**

- A. Use Chlorination Method 2 for disinfecting tank in accordance with Section 4 of AWWA C652, which is generally detailed as followed:
1. Spray or brush a solution of 200 mg/L available chlorine directly on the surfaces of all parts of the storage facility that will be in contact with water when the storage facility is full to the overflow elevation.
  2. The solution shall thoroughly coat all surfaces to be treated, including the inlet and outlet piping and shall be applied to any separate drain piping such that it will have available chlorine of not less than 10 mg/L when filled with water.
  3. Disinfected surfaces shall remain in contact with the strong chlorine solution for at least 30 min.

4. Following the completion of the chlorination procedure, potable water shall be admitted, the drain piping purged of the 10 mg/L chlorinated water, and the storage facility filled to its overflow level.
- B. A sample shall be taken by the Owner for microbiological analysis according to state health standards for potable water.
1. Contact the Engineer and/or Owner to arrange for samples to be taken for microbiological analysis.
  2. Microbiological analysis must indicate that the water is free of coliform organisms before the facility can be put into service.
  3. It will not be necessary to flush the reservoir or tank after the chlorine solution is applied by spraying or brushing providing a passing microbiological test is achieved.
- C. When water samples fail to meet state health standards for potable water, perform corrective measures until water quality conforms to state health standards.
- D. Any superchlorinated water shall be discharged through an approved connection to the public sanitary sewer system or shall be dechlorinated to limits acceptable by the Washington Department of Ecology (DOE) for discharge into the existing storm drainage system. If superchlorinated water is to be discharged into the public sanitary sewer system, notify the sewage treatment plant notifying the planned time, location, and quantity of discharge. No superchlorinated water shall be discharged into the storm drainage system or natural drainage way prior to approved dechlorination treatment.

### **3.4 VOC SAMPLING AND TESTING**

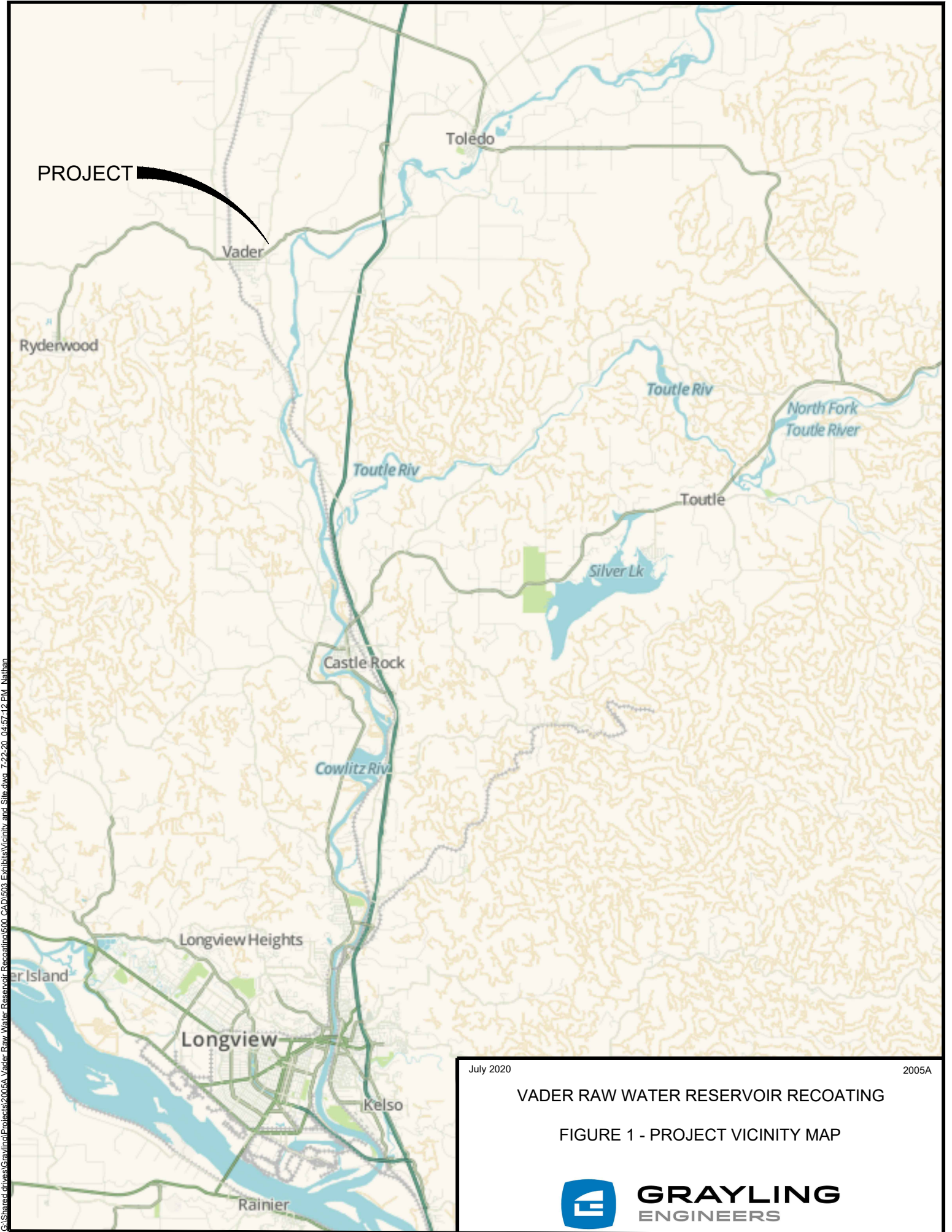
- A. After the disinfection testing procedures have been completed and before the reservoir is placed into service, water from the reservoir shall be collected and tested for Volatile Organic Compounds (VOCs). The sample station shall be flushed with a minimum of 100 gallons of water prior to collection.
- B. VOC sampling and sample delivery will be completed by the Owner. Testing shall be performed by a testing laboratory certified by the Department of Ecology.
- C. VOC testing shall follow the Washington Department of Health, Water System Design Manual, Appendix H, "Guidance for Leachable Contaminants Testing Procedures". The procedure shall be as follows:
1. Fill reservoir to twenty percent (20 %) of the tank volume
  2. Water is to remain in the tank for a minimum of seven (7) days
  3. Collect water samples for VOC analysis as described above

- D. Results of VOC testing shall be submitted directly to the DOH regional engineer reviewing the project and shall not exceed the current Maximum Contaminant Level (MCL) for public drinking water.
- E. Failed test(s) are to be corrected by the Contractor until passing tests are attained. All costs associated with follow-up testing, including disposal of contaminated water, re- disinfection, filling, sampling, and testing, shall be the responsibility of the Contractor.

**END OF SECTION**



## **VICINITY MAP, SITE PLAN, AND TANK MODIFICATIONS**



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July 2020

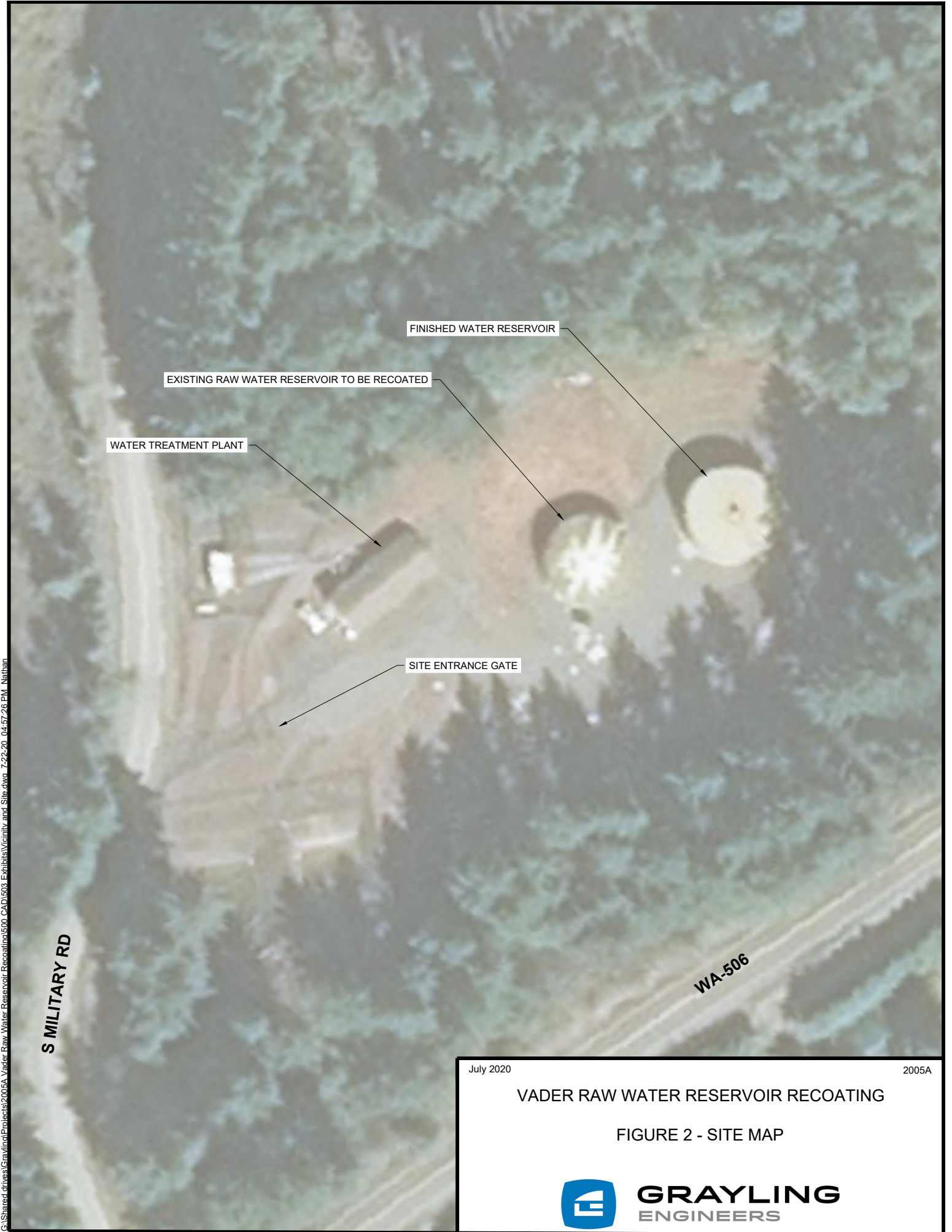
2005A

### VADER RAW WATER RESERVOIR RECOATING

#### FIGURE 1 - PROJECT VICINITY MAP



**GRAYLING**  
ENGINEERS



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July 2020

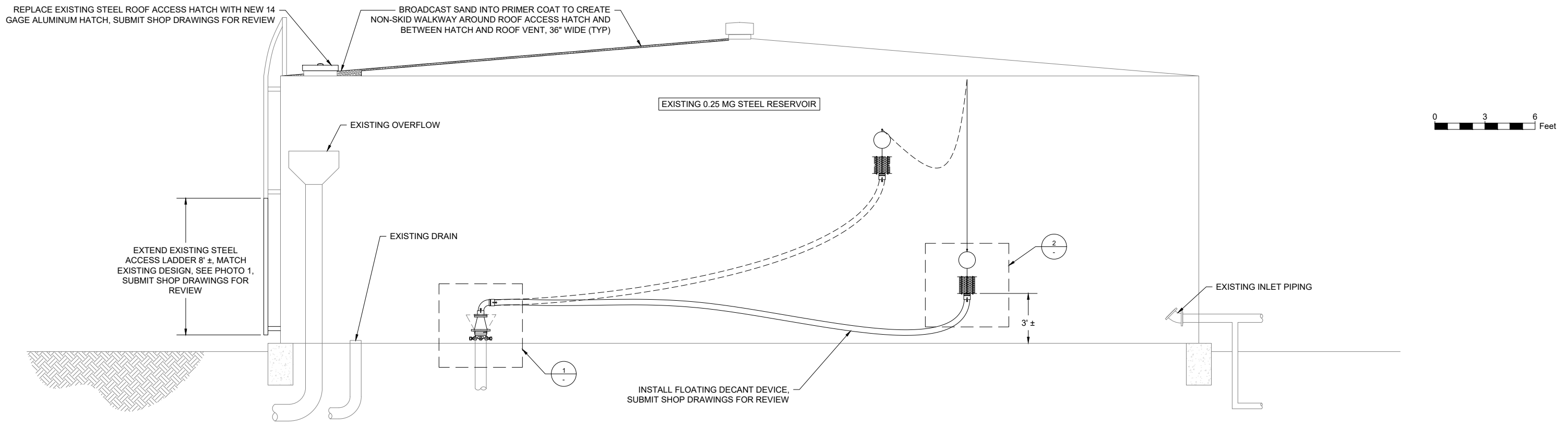
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### VADER RAW WATER RESERVOIR RECOATING

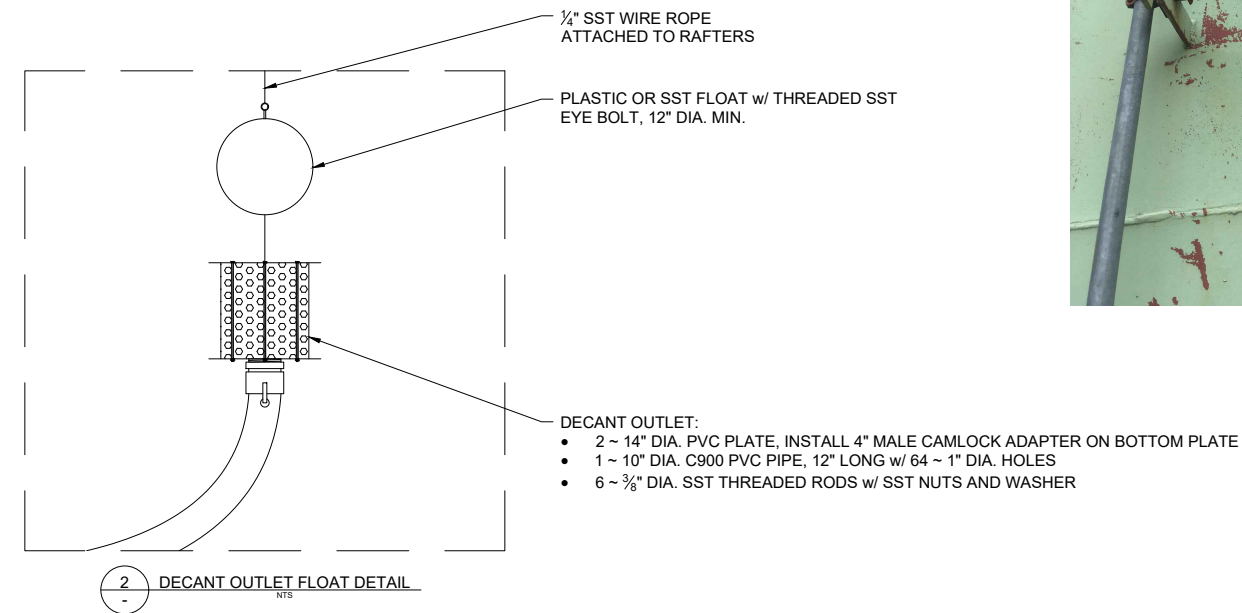
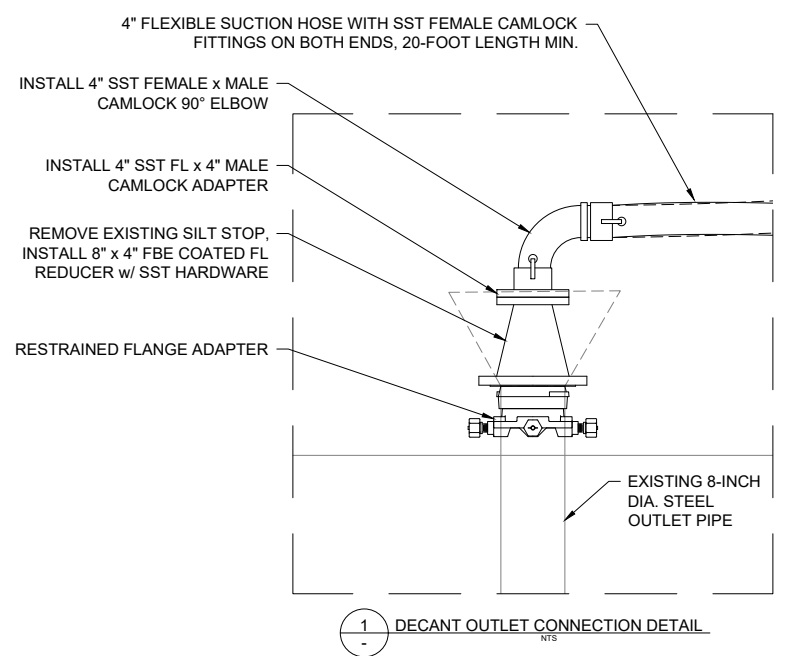
FIGURE 2 - SITE MAP



**GRAYLING**  
ENGINEERS



**RESERVOIR ELEVATION VIEW**



**PHOTO 1**



**PHOTO 2**

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JULY 2020 2005A

**VADER RAW WATER RECOATING**  
**FIGURE 3 - TANK MODIFICATIONS**

## **USDA RURAL DEVELOPMENT FORMS**

**USDA**  
Form RD 400-6  
(Rev.12-09)

Form Approved  
OMB No. 0575-0018

## COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
  
 If the proposed contract is for \$50,000 or more: or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

---

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

---

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*

**This form is available electronically.**Form Approved – OMB No. 0505-0027  
Expiration Date: 12/31/2018**United States Department of Agriculture****AD-1048****Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.*



**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PART 1940 - GENERAL

Subpart Q - Restrictions on Lobbying

§1940.801 Purpose.

This subpart implements section 319 of Public Law 101-121, which prohibits applicants and recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Federal Government in connection with a specific award. Section 319 also requires that each person who requests or receives a Federal contract, grant, loan, or a Federal commitment to guarantee a loan, must disclose the expenditure of any funds, other than appropriated funds, for lobbying activities. This subpart provides administrative guidance regarding the information contained in U.S. Department of Agriculture's (USDA) 7 CFR part 3018 and Departmental Regulation (DR) 2400-5, which are attached as Exhibits A and B of this subpart. This subpart is inapplicable to Farm Service Agency, Farm Loan Programs. (Revised 01-09-08, PN 417.)

§1940.802 [Reserved] (Revised 07-31-96, PN 264.)

§1940.803 Definitions.

In addition to the following, refer to the definitions in §3018.105 of Exhibit A of this subpart.

Appropriated funds. Federal funds received from any Federal agency for a purpose or purposes authorized by such agency.

Communication. Includes written, oral, electronic or other means of communications.

Receiving office. The State, District, or County Office that is the primary office responsible for processing an application.

§§1940.804 - 1940.809 [Reserved]

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DISTRIBUTION: WSAL

Loan and Grant Making  
General

RD Instruction 1940-Q

§1940.810 Certification for contracts, grants and loans.

(a) The Certification for Contracts, Grants and Loans, contained in Exhibit A-1 of this subpart, must be completed at the time an application or bid proposal is submitted by a person requesting a contract or grant exceeding \$100,000, or a loan exceeding \$150,000.

(b) Any person who requests or receives a contract, subcontract or subgrant exceeding \$100,000 at any tier under a covered contract, grant or loan, must complete and submit a certification to the next higher tier.

(c) The certification completed by a person referred to in paragraph (a) of this section will be collected by the receiving office and filed in the case folder.

(d) Recipients of contracts, grants or loans, or their subs, who receive certifications from lower tier applicants or recipients shall file the certifications with documents related to the subaward, and shall make them available for Agency examination upon request.

(e) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.811 Statement for loan guarantees.

(a) The Statement for Loan Guarantees, contained in Exhibit A-2 of this subpart, must be completed by the lender at the time an application is filed for each loan exceeding \$150,000.

(b) The statement will be collected by the receiving office and filed in the case folder.

(c) Refer to §3018.110 of Exhibit A of this subpart for additional information.

§1940.812 Disclosure of lobbying activities.

(a) Standard Form (SF) LLL, "Disclosure of Lobbying Activities," which is part of Exhibit A of this subpart, must be completed by a person requesting or receiving a Agency contract, grant, loan, or a Agency commitment to guarantee a loan, and who meets the following conditions:

- (1) the award amount exceeds the threshold stated in §1940.810(a) or §1940.811(a) of this subpart; and

§1940.812 (a) (Con.)

RD Instruction 1940-Q

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(b) SF-LLL must also be completed by any person who requests or receives a contract, subcontract or subgrant at any tier under a covered contract, grant or loan, and who meets the following conditions:

(1) the award amount exceeds \$100,000; and

(2) the person has made or has agreed to make any payment, using funds other than appropriated funds, to influence or attempt to influence a decision in connection with that specific award.

(c) Each person who meets all conditions of paragraph (a) or (b) of this section will submit a disclosure form at the time of the application or bid proposal, and, at the end of each calendar quarter in which there occurs an event as specified in §3018.110 (c) of Exhibit A of this subpart.

(d) All disclosure forms, including quarterly updates, will be collected in the receiving office. The forms completed by persons under paragraph (a) of this section will be submitted directly to the receiving office. Forms completed by persons under paragraph (b) of this section will be submitted to the next higher tier. They will then be forwarded from tier to tier until they reach the receiving office. The original completed form will be retained in the case folder. One copy will be forwarded to the State Director, and a second copy will be sent immediately to the following address:

USDA, Office of Operations  
Procurement Division  
Policy and Review Team  
14th and Independence Ave., S.W.  
Room 1575-S  
Washington, D.C. 20250

(e) The information provided on this form cannot be used by Rural Development as a basis for denying Federal assistance.

(f) Refer to Exhibit B of this subpart for additional information.

§§1940.813 - 1940.819 [Reserved]

RD Instruction 1940-Q

§1940.820 Exceptions.

(a) The prohibition on the use of appropriated funds and disclosure requirements governing the use of funds, other than appropriated funds, do not apply to certain activities. These activities are described in Subparts B and C of Exhibit A of this subpart.

(b) Section 319 of P.L. 101-121 imposes no restrictions on the use of any funds for general lobbying; i.e., attempts to influence Congress or the Executive Branch with respect to a program, rather than a specific award. Such general lobbying need not be disclosed on SF LLL. However, Section 319 does not authorize lobbying otherwise restricted or prohibited by law.

§1940.821 Examples.

Several examples of activities addressed by this Instruction are contained in Exhibit C of this subpart. They are to be used for guidance purposes only.

§§1940.822 - 1940.839 [Reserved]

§1940.840 Penalties and enforcement.

(a) Failure to comply with the provisions of this subpart may result in civil penalties, as described in §3018.400 of Exhibit A of this subpart.

(b) The Under Secretary, Rural Development, shall take such actions as are necessary to ensure that the provisions in Section 319 of P.L. 101-121 are vigorously implemented and enforced.

§§1940.841 - 1940.850 [Reserved]

Attachments: Exhibits A, A-1, A-2, B, and C

oOo

1940-Q Exhibit A not automated please see manual

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

oOo

STATEMENT FOR LOAN GUARANTEES

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to guarantee a loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

(name)

\_\_\_\_\_

(organization)

\_\_\_\_\_

(title)

\_\_\_\_\_

(date)

oOo



1940-Q Exhibit B not automated see manual

RD Instruction 1940-Q

Exhibit C

EXAMPLES OF ACTIVITIES ADDRESSED BY RD INSTRUCTION 1940-Q

1. [A] is an applicant for a \$1,000,000 Rural Development Rural Rental Housing Loan. [B] is an architectural firm retained by [A] for preliminary design studies. [A] has requested [B] to visit the Rural Development State Office to discuss design options for use in developing an application.

*This technical activity is specifically authorized for use of appropriated funds and does not need to be reported by [A] as a lobbying activity. However, if the visit includes any communication with Rural Development officials on application issues that are not architecturally related, the activity is not exempt from the law.*

2. [C] will be submitting a loan application in the amount of \$149,000 for a community facility. [C] has paid, with its own funds, [D], a consultant, to visit the National Office to help expedite the application when it is received.

*[C] will not be required to submit a certification nor a disclosure form because the loan amount is less than \$150,000.*

3. [E] is borrowing \$2,000,000 from Rural Development to construct a hospital. The construction contract with [F] is in the amount of \$1,700,000. [F] has a mechanical subcontract with [G] in the amount of \$150,000.

*[E] must submit a certification to Rural Development at the time of the application. [F] must submit its certificate with the proposed bid to [E]. [G], having a subcontract of more than \$100,000, must submit a certificate to [F]. [E] and [F] will retain the certifications they received from the lower tier awardees.*

4. [H] is a lender who has requested an 80 percent guarantee on a \$175,000 guaranteed loan for applicant [I]. [I] submitted the loan application without a signed statement from [H] because the guaranteed portion of the loan (80% of \$175,000) was less than \$150,000.

*The amount that determines whether or not a statement is required from the lender is the total guaranteed loan (amount obligated = \$175,000); therefore, the application should have included a statement from [H]. [I] is not required to sign a certification.*

RD Instruction 1940-Q  
Exhibit C  
Page 2

5. [J] is a long time Rural Development borrower who submitted a Form SF LLL because she paid [K], a lobbyist, with her own funds, to visit Washington in an attempt to persuade a Member of Congress to increase the Farmer Programs budget for the next fiscal year.

*The disclosure form is not required when the lobbying activity involves a program and not a specific application or award.*

oOo

**CERTIFICATE OF OWNER’S ATTORNEY AND AGENCY CONCURRENCE**

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT NAME:

---

CONTRACTOR NAME:

---

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

---

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

---

Agency Representative

Date

---

Name

**ENGINEER’S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS**

PROJECT NAME: Vader-Enchanted Valley Raw Water Reservoir Recoating

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

*Kyle Thompson*

7/31/2020

Engineer

Date

kyle Thompson

Principal Engineer / Owner

Name and Title

## **DIVE INSPECTION REPORT**

# Lewis County Public Works

Town of Vader, Washington

## Inspection Report

July 17, 2013

250KG Tank



Performed by

*Reliable*  
**DIVING**  
LLC

20640 190th Avenue NE, Renton, WA 98058 | 888-RDIVING | [www.rdiving.com](http://www.rdiving.com)

## Concrete Potable Water Reservoir Inspection Report

<b>Customer Name:</b> <u>Lewis County</u>	<b>Reservoir Name:</b> <u>250KG</u>
<b>Manager:</b> <u>Shirley Kook</u>	<b>Construction:</b> <u>Welded Steel</u>
<b>Date of Inspection:</b> <u>July 17, 2013</u>	<b>Capacity (gallons):</b> <u>250,000</u>
<b>Dive Controller:</b> <u>Robert Slattery</u>	<b>Height:</b> <u>14'</u>
<b>Diver/Inspector:</b> <u>Ryan Torgerson</u>	<b>Dimensions:</b> <u>55'</u>
<b>Tender:</b> <u>Jeff Hagemeyer</u>	<b>Year Built:</b> <u>1979</u>

### Scope of Work

Reliable Diving completed sediment removal from the reservoir floor using underwater vacuum equipment. The sediment consisted primarily of soda ash and aluminum sulfate. Sediment depths varied between approximately 3" on the edges of the reservoir to 4" at the center of the reservoir.

After the cleaning process was finished, a visual inspection of the reservoir was performed to evaluate the interior coating, fixtures, and structural components within the reservoir. The details of the inspection are included in the report below.

### Summary

#### Exterior

The exterior of the reservoir is in fair condition and is approximately 33% covered with uniform surface corrosion. The coating around the penetrations for the liquid level indicator is in poor condition, and the roof panels all display heavy staining, oxidation, and uniform surface corrosion. Low spots were noted around the perimeter, allowing water to pool during wet weather.

#### Interior

The interior coating of the reservoir is in poor condition and requires replacement to provide protection to the underlying metal. Please reference the video inspection DVD that accompanies this report for details on the floor, wall and ceiling panels. Multiple rust nodules were noted on the floor and lower wall panels. 100% of the ceiling and wall panels above the water line exhibit checking and cracking of the coating, and multiple areas have delaminating coating that is falling into the water. The common inlet/outlet is also in poor condition and is covered with large rust nodules.

#### Recommendations

Recoating is necessary to protect the metal components of the reservoir.

AWWA recommends cleaning and inspecting your reservoir once every three years.



## Grading

**N/A:** Not Applicable

**Excellent:** Like New Condition; No Repairs Needed

**Good:** Cosmetic Problems Only; Minor Repairs Recommended

**Fair:** Minor Problems; Repairs Recommended

**Poor:** Major Problems; Immediate Repairs Necessary

### American Waterworks Association

[www.awwa.org](http://www.awwa.org) | ANSI/AWWA M42/D101-53

#### SSPC Legend

[www.sspc.org](http://www.sspc.org)

Grade	Description
10	No Rusting, or <0.01% of surface is rusted
9	Minor Rusting, or <0.03% of surface is rusted
8	Isolated Rust, <.01% of surface is rusted
7	Isolated Rust, <.03% of surface is rusted
6	Extensive Rusting, <1% of surface is rusted
5	Approximately 3% of surface is rusted
4	Approximately 10% of surface is rusted
3	Approximately 17% of surface is rusted
2	Approximately 33% of surface is rusted
1	Approximately 50% of surface is rusted
0	Approximately 100% of surface is rusted

#### NACE Legend

[www.nace.org](http://www.nace.org)

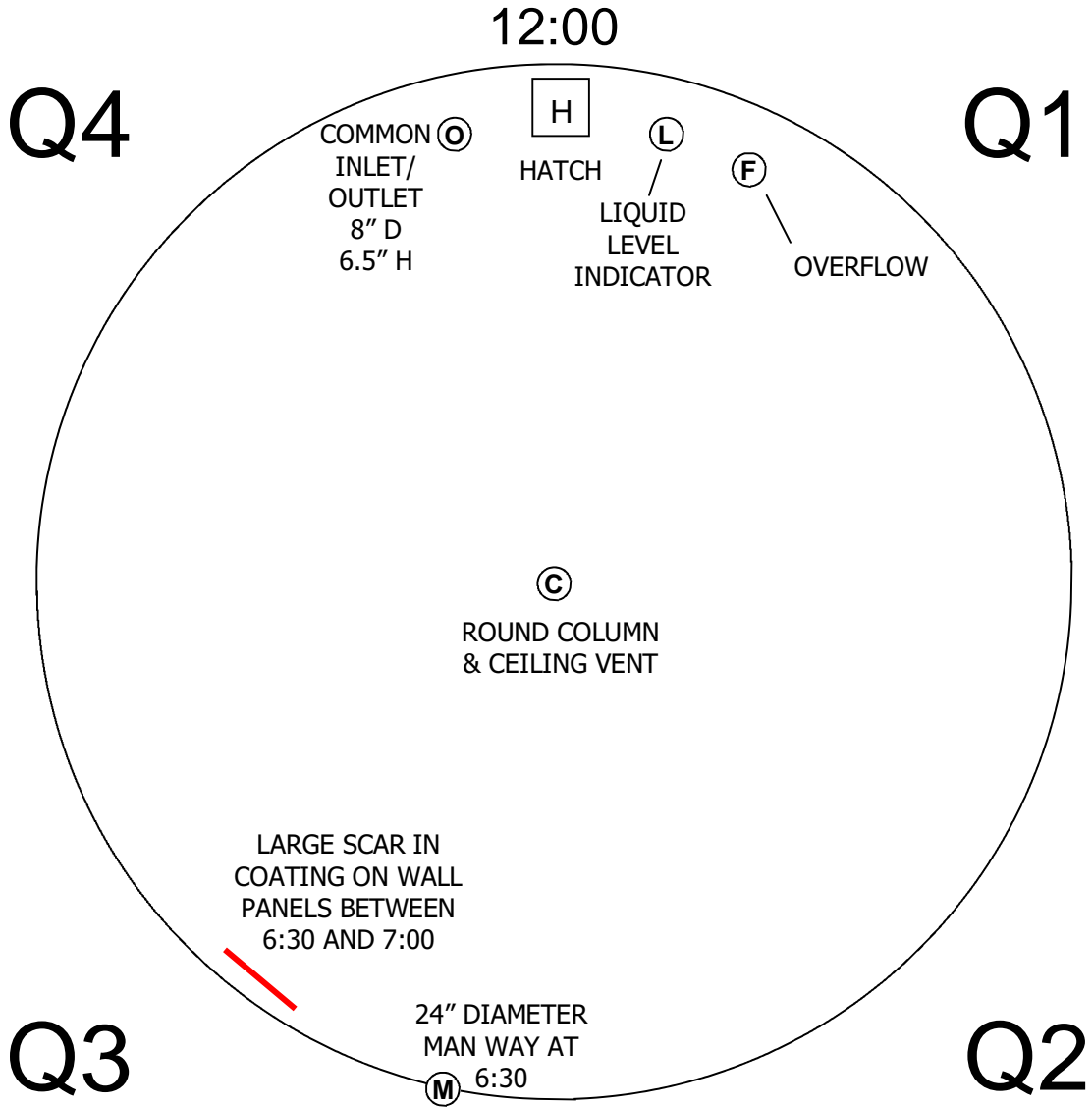
Grade	Description
A	None
B	Uniform Surface Corrosion
C	Pitting
D	Concentration Cell Corrosion
E	Galvanic Corrosion
F	Stress Corrosion Cracking
G	Erosion Corrosion
H	Intergranular Corrosion
I	Dealloying

#### AWS Legend

[www.aws.org](http://www.aws.org)

Grade	Description
L	Satisfactory
M	Splatter
N	Porosity
O	Convexity/Concavity
P	Cracks
Q	Inclusions
R	Incomplete Fusion
S	Incomplete Penetration
T	Undercut
U	Underfill
V	Overlap
W	Unable to Evaluate

# Tank Diagram



### Front of Reservoir



### Ladder

Location: 12:00

Overall Condition: Fair

Rust Grade: 2

Minor Uniform Surface Corrosion

Weld/ Seam: Satisfactory

Coating Condition: Fair

Minor Delamination

Safety Climb Present? No

Appears to be in satisfactory condition.



### Liquid Level Indicator

Location: 12:15

Overall Condition: Fair

Rust Grade: 3

Minor Uniform Surface Corrosion

Minor Delamination

Weld/ Seam: Satisfactory

Coating Condition: Poor

Appears to be in working condition



### Manway

Location:  
Overall Condition: Fair  
Rust Grade: 3  
Minor Uniform Surface Corrosion on hardware  
Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Minor oxidation  
Minor De-lamination

Summary: Does not appear to be leaking and in satisfactory condition.



### Foundation

Overall Condition: Fair- Good  
Rust Grade: N/A  
Weld/ Seam: Satisfactory  
Minor Cracking and Pop Outs  
Minor biological growth

Summary: Foundation appears to be in Fair to Good condition with minor discrepancies.



### Anchor Bolts

Overall Condition: Good  
Rust Grade: 8  
Minor Uniform Surface Corrosion  
Weld/ Seam: Good  
Some anchor bolts appear to be loose  
Coating Condition: Minor de-lamination

Summary: Anchor Bolts appear to be in Fair - Good Condition with minor discrepancies.



**Wall**

Location: 3:00  
Overall Condition: Fair  
Rust Grade: 4  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory.  
Coating Condition: Fair  
Moderate Staining and Chalking  
Minor De-lamination

Summary: Appears to be in Fair Condition with moderate discrepancies.



**Wall**

Location: 6:00  
Overall Condition: Fair  
Rust Grade: 4  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory.  
Coating Condition: Fair  
Moderate Staining and Chalking  
Minor De-lamination

Summary: Appears to be in Fair Condition with moderate discrepancies.



**Wall**

Location: 9:00  
Overall Condition: Fair  
Rust Grade: 4  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory.  
Coating Condition: Fair  
Moderate Staining and Chalking  
Minor De-lamination

Summary: Appears to be in Fair Condition with moderate discrepancies.



**Roof**

Location: 3:00  
Overall Condition: Fair  
Rust Grade: 4  
Moderate Uniform Surface Corrosion  
Moderate Staining and Oxidation  
Low Spots along perimeter  
Weld/ Seam: Satisfactory.

Summary: Roof appears to be in fair condition with moderate amount of discrepancies.



**Roof**

Location: 6:00  
Overall Condition: Fair  
Rust Grade: 4  
Moderate Uniform Surface Corrosion  
Moderate Staining and Oxidation  
Low Spots along perimeter  
Weld/ Seam: Satisfactory.

Summary: Roof appears to be in fair condition with moderate amount of discrepancies.



**Roof**

Location: 9:00  
Overall Condition: Fair  
Rust Grade: 4  
Moderate Uniform Surface Corrosion  
Moderate Staining and Oxidation  
Low Spots along perimeter  
Weld/ Seam: Satisfactory.

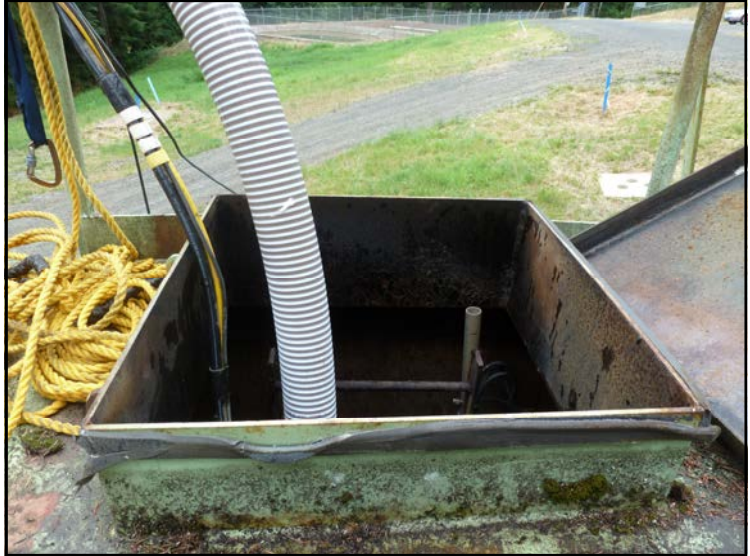
Summary: Roof appears to be in fair condition with moderate amount of discrepancies.



### Hatch

Location: 12:00  
Overall Condition: Good  
Rust Grade: 8  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory.  
Coating Condition: Fair  
Moderate de-lamination and growth  
Properly Sealed? Yes, Gasket appears to be in place and in fair condition.

Summary: Hatch appears to be in Good Condition with minor discrepancies.



### Vent

Location: Center  
Overall Condition: Good  
Rust Grade: 9  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Fair - Good  
Moderate Oxidation

Summary: Vent appears to be in good condition with no major discrepancies .



### Vent Screen

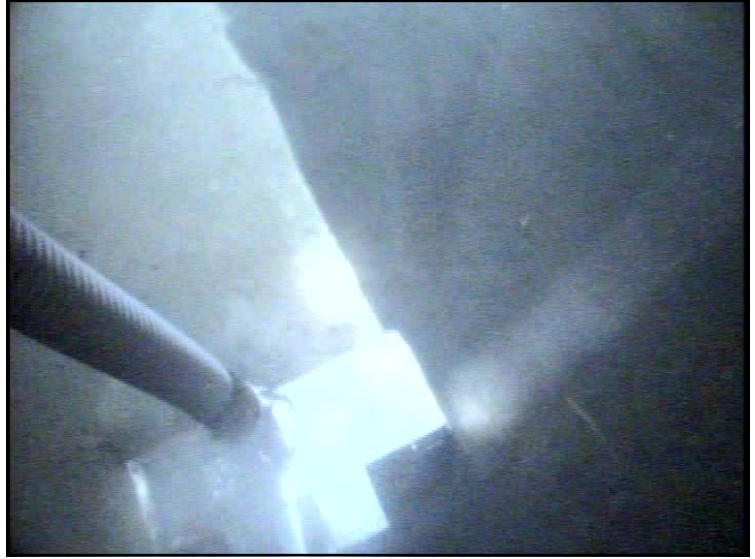
Location: Center  
Overall Condition: Good  
Rust Grade: 9  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Screen Condition: Excellent  
Fine Mesh Screen intact.

Summary: Vent appears to be in good condition with no major discrepancies .



### Cleaning Operation

An average of 3-4" of Sodium Ash, Aluminum Sulfate and Silt were removed from the Reservoir Floor.



### Ladder

Location: 12:00  
Overall Condition: Good  
Rust Grade: 3  
Minor Uniform Surface Corrosion  
Moderate Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Poor - Fair  
Minor checks and cracks  
Minor Staining

Summary: Ladder appears to be in working condition.



### Ladder

Location: 12:00  
Overall Condition: Good  
Rust Grade: 3  
Minor Uniform Surface Corrosion  
Moderate Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Poor - Fair  
Minor checks and cracks  
Minor Staining

Summary: Ladder appears to be in working condition.





**Liquid Level Indicator**

Location: 12:15  
Overall Condition: Good  
Rust Grade: 8  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: N/A

Summary: Float appears to be in good working condition with minor discrepancies.



**Liquid Level Indicator**

Location: 12:15  
Overall Condition: Fair  
Rust Grade: 1  
Heavy Uniform Surface Corrosion  
Heavy Rust Nodules  
Weld/ Seam: Unsatisfactory

Summary: One Guide Wire is not secured to floor properly but does not appear to be effecting operation .



**Common Inlet/ Outlet**

Location: 11:00  
Overall Condition: Fair  
Rust Grade: 1  
Heavy Rust Nodules  
Heavy Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Moderate de-lamination and Staining

Summary: 8" Common Inlet/ Outlet appears to be in Poor Condition with majority of corrosion being on the inside of the pipe.



**Overflow**

Location: 12:30  
Overall Condition: Good  
Rust Grade: 2  
Moderate Uniform Surface Corrosion

Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Minor Checks/ Cracks

Summary: Overflow appears to be in satisfactory condition with majority of corrosion below water line.



**Overflow**

Location: 12:30  
Overall Condition: Fair - Good  
Rust Grade: 1  
Heavy Rust Nodules  
Moderate Uniform Surface Corrosion

Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Minor to Moderate Checks/ Cracks

Summary: Moderate amount of corrosion below water line. Majority of Corrosion near base.



**Column**

Location: Center  
Overall Condition: Good  
Rust Grade: 4  
Moderate Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Good  
Minor Checks/ Cracks  
Minor Staining

Summary: Column appears to be in satisfactory condition.



**Column**

Location: Center  
Overall Condition: Good  
Rust Grade: 4  
Minor Uniform Surface Corrosion.  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Good  
Minor Checks/ Cracks  
Minor Staining

Summary: Column base appears to be in satisfactory condition with minor discrepancies.



**Manway**

Location: 6:30  
Overall Condition: Good  
Rust Grade: 0  
Heavy Rust Nodules  
Heavy Uniform Surface Corrosion  
Weld/ Seam: Good  
Coating Condition: Poor  
100% Checks/ Cracks

Summary: 24" Manway appears to be in Poor condition with Heavy corrosion.



**Telemetry**

Location: 12:15  
Overall Condition: Good  
Rust Grade: N/A  
  
Weld/ Seam: Satisfactory  
  
Suspended Properly: Yes

Summary: Telemetry appears to be properly sealed and in good condition.



**Floor**

Location: 3:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate to Heavy Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Moderate Checks/ Cracks  
Moderate Staining

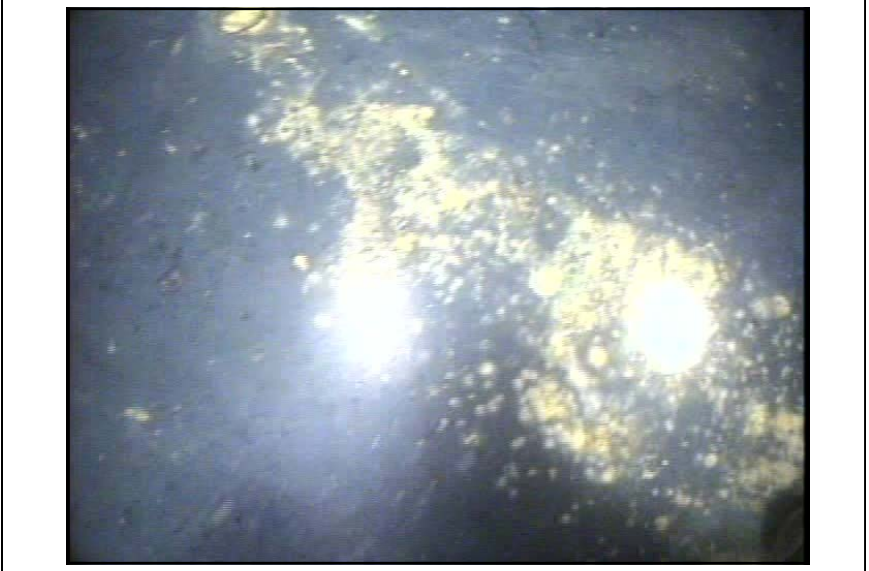
Summary: Floor appears to have heavy corrosion in Fair condition.



**Floor**

Location: 6:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate to Heavy Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Moderate Checks/ Cracks  
Moderate Staining

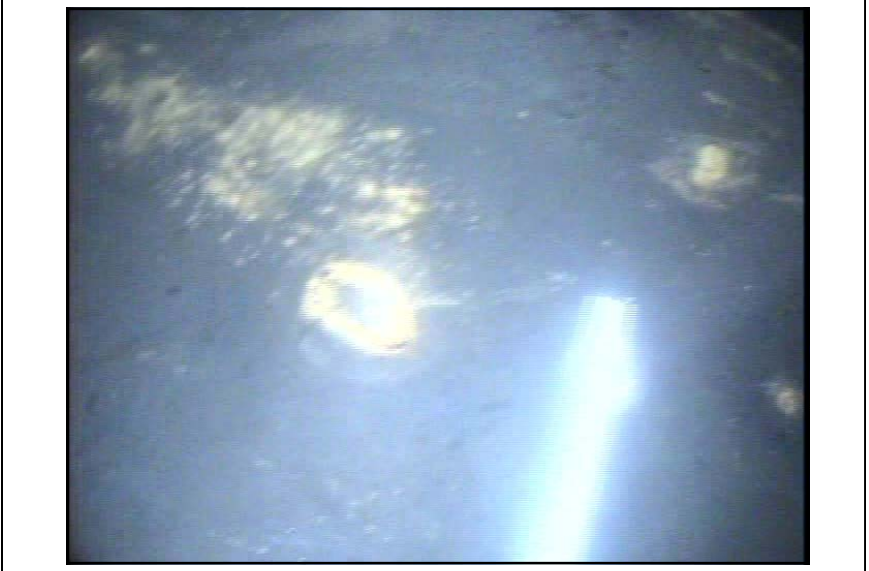
Summary: Floor appears to have heavy corrosion in Fair condition.



**Floor**

Location: 9:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate to Heavy Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Moderate Checks/ Cracks  
Moderate Staining

Summary: Floor appears to have heavy corrosion in Fair condition.



**Floor**

Location: 12:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate to Heavy Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Moderate Checks/ Cracks  
Moderate Staining

Summary: Floor appears to have heavy corrosion in Fair condition.



**Floor to Wall**

Location: 5:00  
Overall Condition: Fair  
Rust Grade: 3  
Moderate Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Minor Checks/ Cracks  
Minor Staining

Summary: Floor to Wall appears to be in Fair condition with moderate discrepancies.



**Lower Wall Panels**

Location: 12:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Moderate Checks/ Cracks  
Minor Staining

Summary: Lower Walls appear to be in Fair condition with Heavy Corrosion



**Lower Wall Panels**

Location: 3:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate Uniform Surface Corrosion  
Minor Rust Nodules  
Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Moderate Checks/ Cracks  
Minor Staining

Summary: Lower Walls appear to be in Fair condition with Heavy Corrosion



**Middle Wall Panels**

Location: 6:00  
Overall Condition: Good  
Rust Grade: 8  
Minor Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Good  
Minor Checks/ Cracks  
Minor Staining

Summary: Middle Wall Panels appear to be in Good condition with minor amount of Corrosion. Large scar found from 6:30 - 7.



**Upper Wall Panels**

Location: 9:00  
Overall Condition: Poor  
Rust Grade: 0  
Moderate Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Heavy Checks/ Cracks  
Minor Staining

Summary: Upper Wall panels appear to be in Poor condition with Heavy Checks/Cracks



**Wall to Ceiling**

Location: 3:00  
Overall Condition: Fair  
Rust Grade: 2  
Moderate Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Fair  
Moderate Checks/ Cracks

Summary: Wall to Ceiling seam appears to be in Fair Condition with moderate amount of corrosion



**Ceiling**

Location: 3:00  
Overall Condition: Poor  
Rust Grade: 0  
Moderate Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Heavy Checks/ Cracks  
Heavy De-lamination

Summary: Roof Panels and Support has 100% Checks/Cracks in Poor condition.



**Ceiling**

Location: 9:00  
Overall Condition: Poor  
Rust Grade: 0  
Moderate Uniform Surface Corrosion  
Weld/ Seam: Satisfactory  
Coating Condition: Poor  
Heavy Checks/ Cracks  
Heavy De-lamination

Summary: Roof Panels and Support has 100% Checks/Cracks in Poor condition.



## **LEAD SAMPLING LAB RESULTS**





# Specialty Analytical

9011 SE Jannsen Rd  
Clackamas, Oregon 97015  
TEL: 503-607-1331 FAX: 503-607-1336  
Website: [www.specialtyanalytical.com](http://www.specialtyanalytical.com)

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July 01, 2020

Nathan Abercrombie  
Grayling Engineers  
605 Barnes Street  
Ste 203  
Vancouver, WA 98661

TEL: (360) 347-6399

FAX

RE: Vader Reservoir Recoating / 2005A

Dear Nathan Abercrombie:

Order No.: 2006207

Specialty Analytical received 2 sample(s) on 6/24/2020 for the analyses presented in the following report.

There were no problems with the analysis and all data for associated QC met EPA or laboratory specifications, except where noted in the Case Narrative, or as qualified with flags. Results apply only to the samples analyzed. Without approval of the laboratory, the reproduction of this report is only permitted in its entirety.

If you have any questions regarding these tests, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty French". The signature is written in a cursive style with some loops and flourishes.

Marty French  
Lab Director

**Specialty Analytical****Date Reported: 01-Jul-20**

**CLIENT:** Grayling Engineers  
**Project:** Vader Reservoir Recoating / 2005A

**Lab Order:** 2006207

**Lab ID:** 2006207-001 **Collection Date:** 6/23/2020 9:00:00 AM

**Client Sample ID:** Exterior Paint Sample **Matrix:** SOLID

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
<b>ICP/MS METALS-TOTAL RECOVERABLE</b>		<b>SW 6020B</b>				Analyst: <b>AW</b>
Lead	103	1.53		mg/Kg	10	6/26/2020 11:38:34 AM

**Lab ID:** 2006207-002 **Collection Date:** 6/23/2020 9:10:00 AM

**Client Sample ID:** Interior Paint Sample **Matrix:** SOLID

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
<b>ICP/MS METALS-TOTAL RECOVERABLE</b>		<b>SW 6020B</b>				Analyst: <b>AW</b>
Lead	42.6	0.225		mg/Kg	10	6/26/2020 11:41:59 AM

**QC SUMMARY REPORT**

WO#: 2006207

01-Jul-20

**Specialty Analytical**

**Client:** Grayling Engineers  
**Project:** Vader Reservoir Recoating / 2005A

**TestCode:** 6020\_S

Sample ID <b>ICV</b>	SampType: <b>ICV</b>	TestCode: <b>6020_S</b>	Units: <b>mg/Kg</b>	Prep Date:	RunNo: <b>36311</b>						
Client ID: <b>ICV</b>	Batch ID: <b>16199</b>	TestNo: <b>SW 6020B</b>	<b>SW3050B</b>	Analysis Date: <b>6/26/2020</b>	SeqNo: <b>472682</b>						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead	5.01	0.0250	5.00	0	100	90	110				

Sample ID <b>CCV</b>	SampType: <b>CCV</b>	TestCode: <b>6020_S</b>	Units: <b>mg/Kg</b>	Prep Date:	RunNo: <b>36311</b>						
Client ID: <b>CCV</b>	Batch ID: <b>16199</b>	TestNo: <b>SW 6020B</b>	<b>SW3050B</b>	Analysis Date: <b>6/26/2020</b>	SeqNo: <b>472688</b>						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead	5.12	0.0250	5.00	0	102	90	110				

Sample ID <b>MB-16199</b>	SampType: <b>MBLK</b>	TestCode: <b>6020_S</b>	Units: <b>mg/Kg</b>	Prep Date: <b>6/25/2020</b>	RunNo: <b>36311</b>						
Client ID: <b>PBS</b>	Batch ID: <b>16199</b>	TestNo: <b>SW 6020B</b>	<b>SW3050B</b>	Analysis Date: <b>6/26/2020</b>	SeqNo: <b>472689</b>						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead	ND	0.0250									

Sample ID <b>LCS-16199</b>	SampType: <b>LCS</b>	TestCode: <b>6020_S</b>	Units: <b>mg/Kg</b>	Prep Date: <b>6/25/2020</b>	RunNo: <b>36311</b>						
Client ID: <b>LCSS</b>	Batch ID: <b>16199</b>	TestNo: <b>SW 6020B</b>	<b>SW3050B</b>	Analysis Date: <b>6/26/2020</b>	SeqNo: <b>472690</b>						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead	5.24	0.250	5.00	0	105	80	120				

**Qualifiers:** B Analyte detected in the associated Method Blank H Holding times for preparation or analysis exceeded ND Not Detected at the Reporting Limit  
O RSD is greater than RSDlimit R RPD outside accepted recovery limits S Spike Recovery outside accepted reco

**QC SUMMARY REPORT**

WO#: 2006207

01-Jul-20

**Specialty Analytical****Client:** Grayling Engineers**Project:** Vader Reservoir Recoating / 2005A**TestCode:** 6020\_S

Sample ID	<b>2006222-001ADUP</b>	SampType:	<b>DUP</b>	TestCode:	<b>6020_S</b>	Units:	<b>mg/Kg</b>	Prep Date:	<b>6/25/2020</b>	RunNo:	<b>36311</b>			
Client ID:	<b>ZZZZZZ</b>	Batch ID:	<b>16199</b>	TestNo:	<b>SW 6020B</b>	<b>SW3050B</b>		Analysis Date:	<b>6/26/2020</b>	SeqNo:	<b>472692</b>			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead		0.953		0.249							0.921	3.40	20	

Sample ID	<b>2006222-001AMS</b>	SampType:	<b>MS</b>	TestCode:	<b>6020_S</b>	Units:	<b>mg/Kg</b>	Prep Date:	<b>6/25/2020</b>	RunNo:	<b>36311</b>			
Client ID:	<b>ZZZZZZ</b>	Batch ID:	<b>16199</b>	TestNo:	<b>SW 6020B</b>	<b>SW3050B</b>		Analysis Date:	<b>6/26/2020</b>	SeqNo:	<b>472693</b>			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead		5.86		0.241	4.83	0.921		102	70	130				

Sample ID	<b>2006222-001AMSD</b>	SampType:	<b>MSD</b>	TestCode:	<b>6020_S</b>	Units:	<b>mg/Kg</b>	Prep Date:	<b>6/25/2020</b>	RunNo:	<b>36311</b>			
Client ID:	<b>ZZZZZZ</b>	Batch ID:	<b>16199</b>	TestNo:	<b>SW 6020B</b>	<b>SW3050B</b>		Analysis Date:	<b>6/26/2020</b>	SeqNo:	<b>472694</b>			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead		5.97		0.240	4.80	0.921		105	70	130	5.86	1.77	20	

Sample ID	<b>CCV</b>	SampType:	<b>CCV</b>	TestCode:	<b>6020_S</b>	Units:	<b>mg/Kg</b>	Prep Date:		RunNo:	<b>36311</b>			
Client ID:	<b>CCV</b>	Batch ID:	<b>16199</b>	TestNo:	<b>SW 6020B</b>	<b>SW3050B</b>		Analysis Date:	<b>6/26/2020</b>	SeqNo:	<b>472699</b>			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Lead		5.13		0.0250	5.00	0		103	90	110				

**Qualifiers:** B Analyte detected in the associated Method Blank  
O RSD is greater than RSDlimit

H Holding times for preparation or analysis exceeded  
R RPD outside accepted recovery limits

ND Not Detected at the Reporting Limit  
S Spike Recovery outside accepted reco

**KEY TO FLAGS**

Rev. May 12, 2010

- A This sample contains a Gasoline Range Organic not identified as a specific hydrocarbon product. The result was quantified against gasoline calibration standards
- A1 This sample contains a Diesel Range Organic not identified as a specific hydrocarbon product. The result was quantified against diesel calibration standards.
- A2 This sample contains a Lube Oil Range Organic not identified as a specific hydrocarbon product. The result was quantified against a lube oil calibration standard.
- A3 The result was determined to be Non-Detect based on hydrocarbon pattern recognition. The product was carry-over from another hydrocarbon type.
- A4 The product appears to be aged or degraded diesel.
- B The blank exhibited a positive result great than the reporting limit for this compound.
- CN See Case Narrative.
- D Result is based from a dilution.
- E Result exceeds the calibration range for this compound. The result should be considered as estimate.
- F The positive result for this hydrocarbon is due to single component contamination. The product does not match any hydrocarbon in the fuels library.
- G Result may be biased high due to biogenic interferences. Clean up is recommended.
- H Sample was analyzed outside recommended holding time.
- HT At clients request, samples was analyzed outside of recommended holding time.
- J The result for this analyte is between the MDL and the PQL and should be considered as estimated concentration.
- K Diesel result is biased high due to amount of Oil contained in the sample.
- L Diesel result is biased high due to amount of Gasoline contained in the sample.
- M Oil result is biased high due to amount of Diesel contained in the sample.
- MC Sample concentration is greater than 4x the spiked value, the spiked value is considered insignificant.
- MI Result is outside control limits due to matrix interference.
- MSA Value determined by Method of Standard Addition.
- O Laboratory Control Standard (LCS) exceeded laboratory control limits, but meets CCV criteria. Data meets EPA requirements.
- Q Detection levels elevated due to sample matrix.
- R RPD control limits were exceeded.
- RF Duplicate failed due to result being at or near the method-reporting limit.
- RP Matrix spike values exceed established QC limits; post digestion spike is in control.
- S Recovery is outside control limits.
- SC Closing CCV or LCS exceeded high recovery control limits, but associated samples are non-detect. Data meets EPA requirements.
- \* The result for this parameter was greater than the maximum contaminant level of the TCLP regulatory limit.



**Specialty Analytical**

9011 SE Jannsen Rd  
Clackamas, OR 97015  
Phone: 503-607-1331  
Fax: 503-607-1336

**Chain of Custody Record**

Date: 6/23/2020 Page: 1 of 1

Project Name: Vader Reservoir Recoating

Project No: 2005A PO No:

Collected by: Nathan Abercrombie

State Collected: OR  WA  OTHER

Report To (PM): Nathan Abercrombie

PM Email: nathan.abercrombie@graylingeng.com

Laboratory Project No (Internal): 2006207

Temperature on Receipt: 1.6 °C

Cooling: ON Shipped Via: SMA

Custody Seal: Y (N) Intact / Broken Cooler / Bottle

MDL  TIER IV  EDD

Sample Disposal:  Return to client  Disposal by lab (after 60 days)

Client: Grayling Engineers

Address: 605 Barnes Street, Suite 203

City, State Zip: Vancouver, WA 98661

Telephone: 360-347-6399

AP Email:

Sample Name	Sample Date	Sample Time	Sample Matrix*	# of Containers	Requested Tests	Comments
1 Exterior Paint Sample	6/23/2020	0900	SL	1	Lead (ppm)	
2 Interior Paint Sample	6/23/2020	0910	SL	1		
3						
4						
5						
6						
7						
8						
9						
10						

\* Matrix: A = Air, AQ = Aqueous, L = Liquid, O = Oil, P = Product, S = Soil, SD = Sediment, SL = Solid, W = Water, DW = Drinking Water, GW = Ground Water, SW = Storm Water, WW = Waste Water, M = Miscellaneous

Turn-around Time: Standard (5-7 Business):  3 Day:  2 Day:  Next Day:  Same Day:

Expedited turn-around requests should be coordinated in advance

Relinquished  Date/Time: 6/24/2020 12:23 pm Received  Date/Time: 6/24/2020 1337

Relinquished  Date/Time: 6/24/2020 1337 Received  Date/Time: 6/24/2020 1337

Relinquished  Date/Time: 6/24/2020 1337 Received  Date/Time: 6/24/2020 1337

## **SMALL WORKS ROSTER APPLICATION**



# Lewis County Department of Public Works

Josh S. Metcalf, PE, Director  
 Tim D. Fife, PE, County Engineer

## 2020 LEWIS COUNTY SMALL WORKS ROSTER APPLICATION

When Public Works receives your completed, signed application and a copy of your current WA State business license (with UBI #), you will be placed on Lewis County's Small Works Roster in each of the categories you selected. The application and the roster are available on the Lewis County web site (<http://lewiscountywa.gov/publicworks/contracting-consultants-rosters-bids/>). If you have any questions, contact Rose Williams at (360) 740-2671 or email – [rose.williams@lewiscountywa.gov](mailto:rose.williams@lewiscountywa.gov)

**Return completed application to:** Lewis County Public Works  
 Attn: Small Works Roster  
 2025 NE Kresky Ave.  
 Chehalis, WA 98532

**CHECKLIST:**  
 \_\_\_ Sign application  
 \_\_\_ Enclose WA Master Business license (UBI#)  
 \_\_\_ Check category(ies)

(PLEASE TYPE OR PRINT)

(Company Name)		(Contact Person)	
(Address)	(City)	(State)	(Zip)
(Phone)	(Fax)	(Cell)	(Contractor #)
Internet: No <input type="checkbox"/> Yes <input type="checkbox"/> _____ (E-mail Address)		_____ (Signature)	

Is your firm a qualified Disadvantaged Business Enterprise? Yes \_\_\_\_\_ No \_\_\_\_\_

**The following are the current Small Works Roster categories.** To request a new category, contact Public Works. The above listed company wishes to be placed on Lewis County's Small Works Roster and contacted for work under the following categories for which we are BONDED, LICENSED, and INSURED (where required by law):

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Aerial Photography</li> <li><input type="checkbox"/> Asbestos Removal and Mold Remediation</li> <li><input type="checkbox"/> Asphalt Concrete Paving</li> <li><input type="checkbox"/> Auction Services</li> <li><input type="checkbox"/> Backflow Systems</li> <li><input type="checkbox"/> Blasting / Drilling and Blasting (Rock)</li> <li><input type="checkbox"/> Boat and Operator for maintenance on rivers</li> <li><input type="checkbox"/> Bridge Maintenance</li> <li><input type="checkbox"/> BST Surfacing</li> <li><input type="checkbox"/> Cast-in-Place Concrete</li> <li><input type="checkbox"/> Communications Systems</li> <li><input type="checkbox"/> Concrete Cutting and Coring</li> <li><input type="checkbox"/> Construction Materials</li> <li><input type="checkbox"/> Debris Removal</li> <li><input type="checkbox"/> Demolition</li> <li><input type="checkbox"/> Drywall</li> <li><input type="checkbox"/> Dust Control</li> <li><input type="checkbox"/> Electrical Services</li> <li><input type="checkbox"/> Environmental Protection</li> <li><input type="checkbox"/> Excavating, Grading &amp; Road Construction</li> <li><input type="checkbox"/> Facilities-Maintenance and Services</li> <li><input type="checkbox"/> Fencing</li> <li><input type="checkbox"/> Fiber Optics &amp; Data Cabling</li> <li><input type="checkbox"/> Fire Alarm Systems – Installation &amp; Monitoring</li> <li><input type="checkbox"/> Flooring</li> <li><input type="checkbox"/> General Contractor (Buildings)</li> <li><input type="checkbox"/> GIS Geodatabase</li> <li><input type="checkbox"/> Guardrail Repair &amp; Installation</li> <li><input type="checkbox"/> Gutters/Rain Gutters</li> <li><input type="checkbox"/> Hauling and Trucking</li> <li><input type="checkbox"/> Hazardous Materials Disposal Site</li> <li><input type="checkbox"/> Hazardous Materials Response</li> <li><input type="checkbox"/> Heating &amp; Air Cond., Controls, &amp; Duct Cleaning</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Industrial Vacuuming Services</li> <li><input type="checkbox"/> Landscape Services</li> <li><input type="checkbox"/> Lead-based Paint Removal</li> <li><input type="checkbox"/> LIDAR Terrain Mapping</li> <li><input type="checkbox"/> Masonry</li> <li><input type="checkbox"/> Materials Testing</li> <li><input type="checkbox"/> Moving and Storage</li> <li><input type="checkbox"/> Painting</li> <li><input type="checkbox"/> Pest/Wildlife Control &amp; Trapping</li> <li><input type="checkbox"/> Plumbing</li> <li><input type="checkbox"/> Project Estimating Services</li> <li><input type="checkbox"/> Pumps: Service, Test &amp; Install</li> <li><input type="checkbox"/> Real Estate Appraisal Service</li> <li><input type="checkbox"/> Rip Rap Placement and Flood Control</li> <li><input type="checkbox"/> Road Striping and/or Pavement Markings</li> <li><input type="checkbox"/> Rock Crushing</li> <li><input type="checkbox"/> Roofing</li> <li><input type="checkbox"/> Security Services</li> <li><input type="checkbox"/> Septic Systems</li> <li><input type="checkbox"/> Snow &amp; Ice Control</li> <li><input type="checkbox"/> Sprinkler Systems</li> <li><input type="checkbox"/> Solid Waste Maintenance and Services</li> <li><input type="checkbox"/> Technology</li> <li><input type="checkbox"/> Timber Cruisers</li> <li><input type="checkbox"/> Traffic Control and Devices</li> <li><input type="checkbox"/> Tree Felling &amp; Removal</li> <li><input type="checkbox"/> Tub Grinding and Chipping</li> <li><input type="checkbox"/> Underground Storage Tank Services</li> <li><input type="checkbox"/> Underground Utilities, Box Culverts, &amp; Culverts</li> <li><input type="checkbox"/> Water Testing/Water Systems</li> <li><input type="checkbox"/> Welding-Specialty</li> <li><input type="checkbox"/> Well Drilling</li> </ul> |
|--|---|



## **DAILY COATING INSPECTION REPORT FORM**

