

# ARCHDIOCESAN CONSTRUCTION CONTRACT

## Corporation of the Catholic Archbishop of Seattle Office of Property and Construction Services

This agreement is made on DATE, between the Corporation of the Catholic Archbishop of Seattle (CCAS), a corporation sole (“the Owner”) and CONTRACTOR. (“the Contractor”).

All correspondence concerning this contract shall be sent to:

**Owner:** Corporation of the Catholic Archbishop of Seattle  
Property and Construction Services  
710 Ninth Avenue  
Seattle, WA 98104  
Owner’s Representative: Ed Foster  
Phone: (206) 382-4851 Fax: (206) 382-4266

**Parish:** Parish/Agency Name: NAME  
Attn.: NAME  
Address: ADDRESS  
City/State/ZIP: CITY, STATE ZIP  
Phone: PHONE NUMBER  
Email: EMAIL ADDRESS

**Contractor:** Contractor Name: NAME  
Attn.: NAME  
Address: CONTRACTOR ADDRESS  
City/State/ZIP: CITY, STATE ZIP  
Phone: PHONE NUMBER  
Email: EMAIL ADDRESS  
State License Number: LICENSE NO

The Owner and the Contractor agree as follows:

1. **Description of Project.** Materials and labor for the following project: JOB DESC.
2. **Work.** The work described in the following (*Attachment A*) drawings, specifications, scope of services, materials, lists, estimates or bids/proposals: ATTACHMENT NAME, # OF PAGES, DATED  
Attachment B Asbestos Good Faith Report (if applicable)  
Attachment E (other material if applicable)  
Addendum No. 1 \_\_ pages dated \_\_\_\_.
3. **Schedule.** The Contractor will commence work on this contract on START DATE, unless modified by a written change order. The work shall be substantially complete by FINISH DATE.
4. **Cost of the Work.** The cost of the work based on the above scope and schedule shall be: AMOUNT (\$XX.XX, ALPHA). (Sales tax shall be paid in addition to the cost of the work).
5. **Payment.** The Contractor will submit an invoice upon completion of the work, including a conditional lien release from the Contractor (*Attachment C*), and from all major suppliers and

subcontractors. Upon acceptance of the work, the parish/agency will pay the contract amount, plus any additions to the contract amount as indicated in an approved written change order. Five percent (5%) of the contract amount will be retained by the Owner thirty (30) days after substantial completion and acceptance of the work under this contract.

**OR**

**Payment.** The Contractor will submit a monthly invoice for work completed, including a conditional lien release from the Contractor (*Attachment C*), and from all major suppliers or subcontractors. The parish/agency will pay the Contractor within ten (10) days after acceptance of the invoiced work. Five percent (5%) of the contract amount will be retained by the Owner thirty (30) days after substantial completion and acceptance of the work under this contract.

6. **Liquidated Damages.** N/A.

7. **Changes and Modifications.** All changes or modifications to the cost of the work will be made by a written change order, signed by all parties before the work is begun. The change order will include all direct costs of the work plus a maximum aggregate of ten percent (10%) overhead and profit and any changes in the substantial completion date.

8. **Insurance.**

**Commercial General Liability.** Contractor shall obtain and maintain a policy of “general,” “public,” or “commercial” liability insurance as follows:

A policy with limits of not less than \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for damage to property, or, alternatively, \$1,000,000 combined single limit each occurrence for bodily injury and property damage combined subject in each case to an annual aggregate of \$1,000,000. The general annual aggregate shall apply on a per project basis. The policy shall be written on the “occurrence” form, and shall include, but not be limited to, coverage for premises and operations, contractual liability (including specifically liability assumed herein), broad form property damage, and products and completed operations. The policy shall not exclude coverage for the lateral support, underground explosion, or collapse hazards. Owner and its directors, officers and employees shall be included under such policy as additional insured as respects liability arising out of the work to be performed by Contractor, with coverage primary and not contributory with any coverage maintained by Owner. The policy shall contain a severability of interest provision in favor of the additional insured acceptable to Owner, and shall comply with the following minimum requirements:

**Automobile Liability.** If licensed vehicles will be used in connection with the performance of the work hereunder, and at all times when such vehicles are operated on the premises of the Owner, Contractor shall maintain automobile liability insurance covering all owned, rented, and non-owned vehicles operated by Contractor with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage.

**Worker’s Compensation.** Contractor shall at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers’ compensation and occupational disease requirements shall include coverage for all employees of Contractor, and for all employees of any Subcontractor retained by Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement of Contractor. Except to the extent prohibited by law, the program of Contractor’s compliance with workers’ compensation and occupational

disease laws, statutes, and requirements shall provide for a full waiver of rights of subrogation against Owner, its directors, officers and employees. If Contractor, or any Subcontractor retained by Contractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations, and Owner incurs fines or is required by law to provide benefits to such employees, or to obtain coverage for such employees, Contractor shall indemnify Owner for such fines, payment of benefits to Contractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to Owner by Contractor pursuant to this indemnity may be deducted from any payments owned by Owner to Contractor for performance of this Agreement.

**Employer's Liability.** Contractor shall maintain coverage for employers' liability with a policy limit of not less than \$1,000,000 per accident. If commercial insurance of workers' compensation is not permitted, this requirement may be fulfilled through an "Employers Stop Gap Liability" endorsement to the comprehensive general liability policy.

**Certificate of Insurance.** Prior to the commencement of work, Contractor shall provide Owner certificates of insurance evidencing full compliance with the insurance requirements contained herein. This certificate will be **Attachment D** to this contract. Such certificates shall be kept current throughout the entire period of performance, and shall provide for at least 30 days' advance notice to Owner if, for any reason other than nonpayment of premium, and ten days' advance notice to Owner if, for nonpayment of premium, the coverage is to be cancelled or limits reduced so as not to comply with foregoing requirements. Contractor's insurance is to: (a) include Owner as an additional insured; (b) waive rights to subrogation; (c) be indicated to be primary to and not contributory with insurance maintained by Owner, and/or (d) contain severability in interest's provision in favor of Owner the certificate shall expressly reflect in writing the insurer's acceptance of such requirements.

Failure by Contractor, or any Subcontractor thereof, to furnish certificates of insurance or failure by Owner to request same, shall not constitute a waiver by Owner of the insurance requirements set forth herein. In the event of such failure on the part of Contractor, or its Subcontractors to provide the certificates as required herein, Owner expressly reserves the right to enforce these requirements, and in the event of liability or expense incurred by Owner as a result of such failure by Contractor or any Subcontractor, Contractor hereby agrees to indemnify Owner for all liability and expense (including reasonable attorney's fees and expenses associated with establishing the right to indemnity), incurred by Owner as a result of such failure by Contractor or its Subcontractors.

9. **Indemnification.** Contractor will indemnify and save harmless Owner, his representatives, consultants, officers, agents, servants and employees (hereinafter individually and collectively, the "Indemnitees"), from and against any and all claims made or asserted for any damage or injury of any kind or nature whatsoever (including death), to any person or property (including, without limitation, claims for injury to or death of any employee of Contractor, or subcontractors or suppliers of any tier), which claims result from, arise out of, or occur in connection with the execution of the Work, whether or not such claims are based upon actual or alleged active or passive negligence or wrongdoing of any Indemnatee, except that Contractor shall not be required to indemnify an Indemnatee against a claim or loss to the extent the claim is the result of the Indemnatee's negligence or willful misconduct. Contractor shall indemnify Indemnitees from and against all loss, cost, expense, liability, damage or injury, including legal fees, that Indemnitees may directly or indirectly sustain, suffer or incur as a result thereof, and Contractor

agrees to and does hereby assume on behalf of Indemnitees the defense of any action at law or in equity which may be brought against Indemnitees by reason of such claims and will pay on behalf of Indemnitees, upon their demand, the amount of any judgment that may be entered against Indemnitees or any of them in any such action. In the event any such claims, loss, costs, expense, liability, damage or injury arise or are made, asserted or threatened against an Indemnatee for which the insurer of Contractor does not admit coverage, or if Owner deems such coverage to be inadequate, Owner shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient to protect Indemnitees from such claims, loss, costs, expense, liability, damage or injury, including legal fees.

10. **Termination of Contract.** Should the Contractor fail to comply with the scope of work by neglecting to supply a properly skilled work crew, materials of the specified quality, cause harm to the Owner's property or persons, or fail in the performance of any of the agreements in this contract, the Owner shall provide written notice of the failure to the Contractor. The Contractor must bring all work in compliance. If after seven (7) days, the Contractor does not comply with the terms of the contract, the Owner may provide written termination of this contract. The Owner may withhold funds required to correct or complete the work in this contract.
11. **Safety and Cleanup.** The Contractor agrees to protect the parish/agency property and persons during the execution of this contract. The Contractor agrees to remove accumulated debris and waste material from the premises. Upon completion of the work, the Contractor shall leave the premises in a clean and orderly manner.
12. **Warranty and Project Completion.** Upon completion of the project, the Contractor agrees to provide a one-year written warranty for materials and labor before final payment will be issued. The Contractor agrees to provide all instructional manuals, material specifications, and production information related to the materials installed or provided in the work. The contractor will perform a walk-thru with a parish representative one month prior to the expiration date of the warranty. Failure to perform the walk thru will extend the warranty for one additional year.
13. **Student Safety.** All construction personnel, during the period when children are present, shall have an identification badge denoting they are construction personnel. Contractor shall assure that no construction work is performed in any area when children are present unless a staff person associated with the school/parish is also present.
14. **Other Conditions.** The contractor will ensure that all forms of tobacco, cannabis products, vaping, alcohol products, and illegal drugs are not to be consumed on the premises. Violation of this section shall be cause for immediate dismissal of the contractors, subcontractors, or vendors' employees.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

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School/Parish Name

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Contractor Signature

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CCAS – Owner

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Contractor Printed Name and Title

**ATTACHMENT A**

**Contractor's proposal/scope of work**

**ATTACHMENT B**

**Good Faith Asbestos Report (if applicable)**

# ATTACHMENT C

## Corporation of the Catholic Archbishop of Seattle OFFICE OF PROPERTY AND CONSTRUCTION SERVICES Conditional Lien Release

Parish/Agency & City: \_\_\_\_\_

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

The undersigned does hereby release all mechanic's lien, stop notice, equitable lien and labor and material bond rights, etc., purchased, acquired or furnished by or for us and used on the above premises up to and including \_\_\_\_\_ (date). This release is for the benefit of and may be relied upon by the Owner, the prime contractor, the construction lender, and the principal and surety on any labor and material bond.

The release is **CONDITIONAL** and shall be effective only upon payment to the undersigned in the sum of \$ \_\_\_\_\_.

If the payment is by check, this release is effective only when the check is paid by the bank upon which it is drawn.

BY: \_\_\_\_\_

Signature of Owner or Authorized Agent

COMPANY: \_\_\_\_\_

Please Print

DATE: \_\_\_\_\_



## ATTACHMENT D

### Certificate of Liability Insurance (Accord Form)

**(SAMPLE)**

Producer: (Insurance Carrier)

Insured: (Contractor)

Coverage: (Will be listed)

**Description of Operations/Locations: (This is the area mentioned in the instructions)**

Site Name/Address: e.g. St. Peter Parish Hall, Seattle

Corporation of the Catholic Archbishop of Seattle (CCAS) is additional insured

**OR**

The Certificate Holder is an additional insured

**CERTIFICATE HOLDER:**

CCAS  
710 Ninth Ave  
Seattle, WA 98104

**ATTACHMENT E**

**(various content, if applicable)**

## ARCHDIOCESAN CONSTRUCTION CONTRACT ADDENDUM No. 1

### Corporation of the Catholic Archbishop of Seattle Office of Property and Construction Services

**Date:** \_\_\_\_\_ **No. of pages** \_\_\_\_

**Contract Date:** \_\_\_\_\_

**Parish:** \_\_\_\_\_ Parish/Agency Name: NAME

**Contractor:** \_\_\_\_\_ Contractor Name: NAME

Permit Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

#### **The following is an addendum to the original contract:**

All contractor COVID-19 work practices will apply to Owner, Agents and Representatives.

Attachment F –

- Gov. Inslee letter dated 4/24/20 with Phase 1 Construction Restart requirements (4 pages dated 4/23/20)
- Gov. Inslee letter dated 4/29/20 Phase 1 Implementation, 2 pages with FAQs 2 pages undated.
- WA L&I *Dealing with COVID-19 in Construction* Pub. F414-164-000 [04-2020] 4 pages;

Attachment G – Contractor notice per State of Washington COVID-19 restart requirements, 1 page dated \_\_\_\_.

Attachment H - COVID-19 Contractor Safety Plan (post at jobsite prior to the start of work).

5/13/20

JAY INSLEE  
Governor



ATTACHMENT F

STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • [www.governor.wa.gov](http://www.governor.wa.gov)

**TO:** Interested Stakeholders  
**FROM:** Governor Jay Inslee  
**DATE:** April 24, 2020  
**SUBJECT:** Implementation of Phase 1 Construction Restart – Proclamation 20-25

A handwritten signature in black ink, appearing to read "Jay Inslee".

As an addendum to Proclamation 20-25, this memorandum serves as the criteria for a limited Phase 1 Construction Restart.

After working with representatives from the Construction Roundtable, we have developed the comprehensive [Phase 1 Construction Restart COVID-19 Job Site Requirements](#). These requirements apply to all construction activities in Washington as long as Gubernatorial Proclamation 20-25, or any extension thereof, is in effect or if adopted as rules by a federal, state or local regulatory agency.

This memorandum rescinds previous guidance related to construction from the essential business list and allows for all activities meeting a low-risk threshold of six foot distancing to operate.

In limited circumstances where six foot distancing requirements cannot be maintained on construction projects previously authorized under Proclamation 20-25, a hazard assessment and control plan must be implemented identifying appropriate PPE use in accordance with Department of Labor & Industries requirements (<https://www.lni.wa.gov/forms-publications/F414-164-000.pdf>). No newly authorized projects are permitted to break social distancing standards during phase 1.

**No jobsite may operate until the contractor can meet and maintain all requirements, including providing materials, schedules and equipment required to comply. Currently operating projects must be in compliance by no later than Friday, May 1.**

- **All items minus numbers 28 and 30 are subject to enforcement action under L&I's Division of Occupational Safety and Health (DOSH). Workplace safety and health complaints** may be submitted to the L&I Call Center: (1-800-423-7233) or via e-mail to [adag235@lni.wa.gov](mailto:adag235@lni.wa.gov).
- **General questions about how to comply with construction safety practices** can be submitted to the state's Business Response Center at <https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5>.
- **All other violations related to Proclamation 20-25** can be submitted at <https://bit.ly/covid-compliance>.

# Phase 1 Construction Restart

## COVID-19 Job Site Requirements

### **Phase 1: Low-risk construction work resumes.**

***Any existing construction projects complying with the points below may resume only those work activities that do not require workers to be closer than six-feet together. If a work activity requires workers to be closer than six-feet, it is not considered low-risk and is not authorized. Adherence to the physical distancing requirement and the health and safety points below will be strictly enforced.***

**Prior to recommencing work all contractors are required to develop and post at each job site a comprehensive COVID-19 exposure control, mitigation, and recovery plan.** The plan must include policies regarding the following control measures: PPE utilization; on-site social distancing; hygiene; sanitation; symptom monitoring; incident reporting; site decontamination procedures; COVID-19 safety training; exposure response procedures; and a post-exposure incident project wide recovery plan. A copy of the plan must be available on each job site during any construction activities and available for inspection by state and local authorities. Failure to meet posting requirements will result in sanctions, including the job being shut down.

**All Contractors are required to post at each job site written notice to employees, subcontractors and government officials the Phase 1 work that will be performed at that job site and signed commitment to adhere to the requirements listed in this document.**

**All contractors have a general obligation to keep a safe and healthy worksite in accordance with state and federal law.** Failure to follow these requirements will be considered a violation of these duties and be penalized accordingly. Under RCW 49.17.060, “each employer shall furnish to each of their employees a place of employment free from recognized hazards that are causing or likely to cause serious injury or death to his or her employees and shall comply with the rules, regulations, and orders promulgated under this chapter.” The Washington State Department of Labor & Industries’ Division of Occupational Safety and Health (DOSH) is responsible for workplace safety and health, including inspections and enforcement, consultation, technical assistance, training, education and grants.

**All contractors are also required to comply with the following COVID-19 worksite-specific safety practices,** as outlined in Gov. Jay Inslee’s “Stay Home, Stay Healthy” Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries General Coronavirus Prevention Under Stay Home-Stay Healthy Order (DOSH Directive 1.70: <https://www.lni.wa.gov/safety-health/safety-rules/enforcement-policies/DD170.pdf>) and the Washington State Department of Health Workplace and Employer Resources & Recommendations at <https://www.doh.wa.gov/Coronavirus/workplace>:

### **COVID-19 Site Supervisor**

1. A site-specific COVID-19 Supervisor shall be designated by the contractor at every job site to monitor the health of employees and enforce the COVID-19 job site safety plan. A designated COVID-19 Supervisor must be present at all times during construction activities, except on single-family residential job sites with 6 or fewer people on the site.

### **COVID-19 Safety Training**

2. A Safety Stand-Down/toolbox talk/tailgate training must be conducted on all job sites on the first day of returning to work, and weekly thereafter, to explain the protective measures in place for all workers. Social distancing must be maintained at all gatherings.
3. Attendance will be communicated verbally and the trainer will sign in each attendee.
4. COVID-19 safety requirements shall be visibly posted on each jobsite.

### **Social Distancing**

5. Social distancing of at least 6 feet of separation must be maintained by every person on the worksite at all times.
6. Gatherings of any size must be precluded by taking breaks and lunch in shifts. Any time two or more persons must meet, ensure minimum 6 feet of separation.
7. Identify “choke points” and “high-risk areas” on job sites where workers typically congregate and control them so social distancing is always maintained.
8. Minimize interactions when picking up or delivering equipment or materials, ensure minimum 6-foot separation.
9. To the extent practical allow only one trade/subcontractor at a time on a jobsite and maintain 6-foot separation social distancing for each member of that trade. If more than one trade/subcontractor must be on the job to complete the job then at a minimum all trades and subcontractors must maintain social distancing policies in accordance with this guidance.

### **Personal Protective Equipment (PPE) – Employer Provided**

10. Provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate, or required, for the activity being performed.
11. Masks, in accordance with Washington Department of Health guidelines, or as required by Washington Department of Labor & Industries (L&I) safety rules, must be worn at all times by every employee on the worksite.
12. Eye protection must be worn at all times by every employee while on worksite.
13. Gloves must be worn at all times by every employee while on worksite. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves.
14. If appropriate PPE cannot be provided, the worksite must be shut down.

## **Sanitation and Cleanliness**

15. Soap and running water shall be abundantly provided on all job sites for frequent handwashing. Workers should be encouraged to leave their workstations to wash their hands regularly, before and after going to the bathroom, before and after eating and after coughing, sneezing or blowing their nose.
16. When running water is not available, portable washing stations, with soap, are required, per WAC 296-155-140 2(a) – (f). Alcohol-based hand sanitizers with greater than 60% ethanol or 70% isopropanol can also be used, but are not a replacement for the water requirement.
17. Post, in areas visible to all workers, required hygienic practices, including not to touch face with unwashed hands or with gloves; washing hands often with soap and water for at least 20 seconds; use hand sanitizer with at least 60% alcohol; cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs; covering the mouth and nose when coughing or sneezing as well as other hygienic recommendations by the U.S. Centers for Disease Control (CDC).
18. Make disinfectants available to workers throughout the worksite and ensure cleaning supplies are frequently replenished.
19. Frequently clean and disinfect high-touch surfaces on job sites and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and portable toilets. If these areas cannot be cleaned and disinfected frequently, the jobsite shall be shut down until such measures can be achieved and maintained.
20. When the worksite is an occupied home, workers should sanitize work areas upon arrival, throughout the workday and immediately before they leave, and occupants should keep a personal distance of at least 10 feet.
21. If an employee reports feeling sick and goes home, the area where that person worked should be immediately disinfected.

## **Employee Health/Symptoms**

22. Create policies which encourage workers to stay home or leave the worksite when feeling sick or when they have been in close contact with a confirmed positive case. If they develop symptoms of acute respiratory illness, they must seek medical attention and inform their employer.
23. Have employees inform their supervisors if they have a sick family member at home with COVID-19. If an employee has a family member sick with COVID-19, that employee must follow the isolation/quarantine requirements as established by the State Department of Health.
24. Screen all workers at the beginning of their shift by taking their temperature and asking them if they have a fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell. Thermometers used shall be 'no touch' or 'no contact' to the greatest extent possible. If a 'no touch' or 'no contact' thermometer is not available, the thermometer must be properly sanitized between each use. Any worker with a temperature of 100.4°F or higher is considered to have a fever and must be sent home.

25. Instruct workers to report to their supervisor if they develop symptoms of COVID-19 (e.g., fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell). If symptoms develop during a shift, the worker should be immediately sent home. If symptoms develop while the worker is not working, the worker should not return to work until they have been evaluated by a healthcare provider.
26. Failure of employees to comply will result in employees being sent home during the emergency actions.
27. Employees who do not believe it is safe to work shall be allowed to remove themselves from the worksite and employers must follow the expanded family and medical leave requirements included in the Families First Coronavirus Response Act or allow the worker to use unemployment benefits, paid time off, or any other available form of paid leave available to the worker at the workers discretion.
28. Any worker coming to work on a construction site in Washington from any state that is not contiguous to Washington must self-quarantine for 14 days to become eligible to work on a job site in Washington.
29. If an employee is confirmed to have COVID-19 infection, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). The employer should instruct fellow employees about how to proceed based on the CDC [Public Health Recommendations for Community-Related Exposure](#).

### **Job Site Visitors**

30. A daily attendance log of all workers and visitors must be kept and retained for at least four weeks. The log must include the name, phone number, and email address of all workers and visitors.

**No jobsite may operate until the contractor can meet and maintain all requirements, including providing materials, schedules and equipment required to comply.**

These Phase 1 COVID-19 job site safety practices are required as long as the “Stay Home, Stay Healthy” Gubernatorial Proclamation 20-25 is in effect or if adopted as rules by a federal, state or local regulatory agency. **All items minus numbers 28 and 30 are subject to enforcement action under L&I’s Division of Occupational Safety and Health (DOSH).**

**Workplace safety and health complaints** may be submitted to the L&I Call Center: (1-800-423-7233) or via e-mail to [adag235@lni.wa.gov](mailto:adag235@lni.wa.gov). **General questions about how to comply with construction safety practices** can be submitted to the state’s Business Response Center at <https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5>. **All other violations related to Proclamation 20-25** can be submitted via at: <https://bit.ly/covid-compliance>.



JAY INSLEE  
Governor



STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • [www.governor.wa.gov](http://www.governor.wa.gov)

**TO:** Interested Stakeholders

**FROM:** Governor Jay Inslee

A handwritten signature in black ink, appearing to read "Jay Inslee".

**DATE:** April 29, 2020

**SUBJECT:** Implementation of Phase 1 Construction Restart – Proclamation 20-25

As an addendum to Proclamation 20-25, this memorandum serves as the criteria for a limited Phase 1 Construction Restart.

After working with representatives from the Construction Roundtable, we have developed the comprehensive [Phase 1 Construction Restart COVID-19 Job Site Requirements](#) and [Frequently Asked Questions](#). These requirements apply to all previously and newly authorized construction activities in Washington as long as Gubernatorial Proclamation 20-25, or any extension thereof, is in effect or if adopted as rules by a federal, state or local regulatory agency.

*Authorized construction* now includes:

- Construction previously authorized under Proclamation 20-25 and Governor Inslee's March 25, 2020, memo on construction.
- Construction not previously authorized under Proclamation 20-25 and the March 25, 2020, memo that was in existence on March 23, 2020. For purposes of this memo, *in existence* means construction activity that is a) needed to fulfill an obligation under a contract effective prior to March 23, 2020, or b) authorized by a government-issued permit obtained prior to March 23, 2020

Although Proclamation 20-25 and the Governor's March 25, 2020, memo will still be used to determine whether a construction project was *previously authorized*, this memorandum sets aside all restrictions on construction activity in those documents. Specifically, this memorandum allows *authorized construction* that meets a low-risk threshold of six-foot distancing to operate.

In limited circumstances where six-foot distancing requirements cannot be maintained on a specific task on projects previously authorized under Proclamation 20-25, a hazard assessment and control plan must be implemented identifying appropriate PPE use in accordance with Department of Labor & Industries requirements (<https://www.lni.wa.gov/forms-publications/F414-164-000.pdf>). No newly authorized projects are permitted to break social distancing standards during phase 1.

**No jobsite may operate until the contractor can meet and maintain all requirements, including providing materials, schedules and equipment required to comply. Currently operating projects must be in compliance by no later than Friday, May 1.**

- **All items minus numbers 28 and 30 are subject to enforcement action under L&I's Division of Occupational Safety and Health (DOSH). Workplace safety and health complaints** may be submitted to the L&I Call Center: (1-800-423-7233) or via e-mail to [adag235@lni.wa.gov](mailto:adag235@lni.wa.gov).
- **General questions about how to comply with construction safety practices** can be submitted to the state's Business Response Center at <https://app.smartsheet.com/b/form/2562f1caf5814c46a6bf163762263aa5>.
- **All other violations related to Proclamation 20-25** can be submitted at <https://bit.ly/covid-compliance>.

## **FAQS ON THE GOVERNOR'S APRIL 29, 2020, MEMO ON CONSTRUCTION**

### What does the Governor's April 29, 2020, memo on construction do?

The memo generally allows any existing construction that was previously paused due to Proclamation 20-25, "Stay Home, Stay Healthy," to resume, if it is low-risk and can meet new health and safety standards that were created in consultation with state agencies and industry stakeholders.

### What are some of the key definitions in the memo?

**Previously authorized construction** is construction activity that was permitted to continue operations under Proclamation 20-25 and subsequent guidance. Examples include the construction of medical offices and grocery stores, and construction needed to avoid damage or unsafe conditions.

**Newly authorized construction** is construction activity that:

- a) Was *in existence* prior to the issuance of Proclamation 20-25, "Stay Home, Stay Healthy," and
- b) Was not authorized under Proclamation 20-25 and subsequent guidance. This includes, for example, most residential construction like remodels, renovations, and speculative construction.

**Existing construction** (referenced above as "in existence") is construction that:

- a) Is needed to fulfill an obligation under a contract effective prior to March 23, 2020, or
- b) Is authorized by a government-issued permit obtained prior to March 23, 2020.

For purposes of this definition, contracts can include pre-leases, construction contracts, design contracts, sale contracts, etc.

### When does this go into effect?

**Previously authorized construction** may continue operating, but must also comply with all Phase 1 requirements. All Phase 1 safety criteria must be in compliance by no later than May 1, 2020.

**Newly authorized construction** may begin immediately, if and only if the work follows all Phase 1 requirements. For newly authorized construction, only existing construction projects can resume.

### What work is not permitted?

The Governor has declined to allow projects to begin that were not existing construction projects or previously authorized construction (as defined above) during Phase 1.

### In what cases may tasks permit a worker to break six-foot distancing requirements?

Previously authorized construction (as defined above) also must comply with all Phase 1 requirements. In instances where six-foot distancing cannot be followed for a specific task or

tasks on previously authorized construction sites, the contractor must create and implement a hazard control and safety plan with mandated PPE.

Is landscape construction allowed?

For purposes of the April 24, 2020, construction memo, contracted landscape construction projects are treated identically to structural projects. Landscape construction includes the installation of greenery and hardscape but does not include routine outdoor maintenance like mowing and weeding by professionals.

Outdoor maintenance by a professional is still permitted if needed to prevent damage or spoliation.

Why is other landscape work treated differently?

The landscaping sector more broadly is under consideration for the next phases of reopening. Landscaping connected to construction projects may be necessary to complete current contracts, so is contemplated under the construction Phase 1 plan.

How are public works projects treated?

Public works projects are treated identically to other previously authorized projects.

Contractors working on contracts held by WSDOT or other Washington state agencies should connect with their agency leads for further instruction.

May we bring back office staff who support our construction firm?

Yes, the office staff of a construction firm may return to work. However, employees who can work remotely are encouraged to do so.

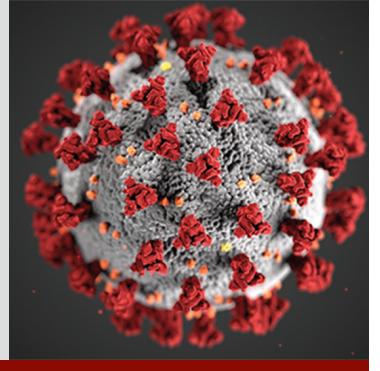
Proclamation 20-46, “High Risk Employees – Workers’ Rights,” still remains in effect and requires employers to use “all available options for alternative work assignments to protect high-risk employees.”

Why are some new construction projects not authorized to begin?

Phase 1 is intended to be an interim step. We are still encouraging the majority of Washingtonians to stay home and help reduce spread. Existing construction faces unique challenges due to contractual obligations and spoliation. Additional construction reopening is under consideration.

# Coronavirus (COVID-19) Prevention:

## *General Requirements and Prevention Ideas for Workplaces*



The Department of Labor & Industries (L&I) requires employers to provide a safe and healthy workplace and to implement the Governor's proclamation to ensure coronavirus prevention. Employers must ensure social distancing for employees and customers; frequent and adequate employee handwashing; and that sick employees stay home. Employers must also provide basic workplace hazard education about coronavirus and how to prevent transmission in the language best understood by the employee. [www.governor.wa.gov/news-media/inslee-announces-stay-home-stay-healthy%C2%A0order](http://www.governor.wa.gov/news-media/inslee-announces-stay-home-stay-healthy%C2%A0order)

### **Workplace Discrimination**

It is against the law for any employer to take any adverse action such as firing, demotion, or otherwise retaliate against a worker they suspect of exercising safety and health rights such as raising safety and health concerns to their employer, participating in union activities concerning safety and health matters, filing a safety and health complaint or participating in a DOSH investigation. Workers have 30 days to file a complaint with L&I DOSH and/or with Federal OSHA. [www.Lni.wa.gov/workers-rights/workplace-complaints/discrimination-in-the-workplace](http://www.Lni.wa.gov/workers-rights/workplace-complaints/discrimination-in-the-workplace)

### **General Requirements**

Employers must ensure social distancing practices for employees and control customer flow; frequent and adequate employee handwashing, facilities and surface sanitation; and ensure sick employees stay

home or go home if they feel ill. Employers must also provide basic workplace hazard education about coronavirus and how to prevent transmission in the language best understood by the employee.

Fact sheets for specific industries such as grocery, agriculture, and construction are available at [www.Lni.wa.gov/safety-health/safety-topics/topics/coronavirus](http://www.Lni.wa.gov/safety-health/safety-topics/topics/coronavirus)

### **Mandatory Social Distancing**

Employers must ensure all employees keep at least six feet away from coworkers and the public, when feasible. Other prevention measures are required such as use of barriers to block sneezes and coughs, and ventilation improvements when social distancing isn't feasible.

#### **Ideas for indoor work areas:**

- Move workstations farther apart.
- Reduce the number of workstations in use at a given time.
- Move certain tasks or meetings to times and/or locations with fewer people present.
- Make provisions to prevent close contact between workers and others (e.g., coworkers and the public) when transferring items, tools, or materials. For example, require one-at-a-time access at designated drop-off/pick-up points.
- Control the number of people entering the building or office.
- Stagger work schedules so workers don't crowd when they arrive and leave work.



Division of Occupational Safety and Health



[www.Lni.wa.gov/safety-health](http://www.Lni.wa.gov/safety-health)



1-800-423-7233



Washington State Department of  
**Labor & Industries**

- Use dividers or floors markings to distinguish appropriate spacing for people waiting in lines or in front of service counters.
- Designate one or more employee(s) as a “physical distance monitor” — similar to a safety monitor to ensure social distancing practices are consistently followed.

#### **Ideas for break areas and meeting rooms:**

- Stagger break and lunch schedules to minimize occupancy; or limit and monitor occupancy based on the size and layout of the room.
- Hold gatherings in larger spaces or outdoors — where workers can readily spread out.
- Set up rooms to facilitate appropriate distancing; for example, provide a limited number of chairs and spread them out.
- Utilize virtual online meetings and text messaging instead of in-person meetings.

#### **Ideas for mobile or outdoor work areas:**

- Have workers take separate vehicles when the passenger space in vans and trucks doesn't allow for social distancing.
- Reduce in-person visits with clients and customers; rely on email, text, and online meetings.
- Pre-arrange with clients and customers to drop off or pick up packages, materials, etc. at a location that ensures one-at-a-time access.
- Contact clients to inquire about COVID-19 symptoms before making a house visit; this helps ensure the worker can make necessary provisions for PPE and other precautions.
- Set up outdoor work and break areas to accommodate social distancing; for example, ensure shaded break areas are large enough to allow a minimum distance of six feet between workers.

#### **Frequent and Adequate Handwashing is Required**

- Provide enough fixed or portable hand washing facilities or stations at workplaces and jobsites so employees can wash their hands frequently with soap and hot and cold (or tepid) running water.
- Ensure an adequate supply of soap, water, and towels; set up a schedule for frequent restocking of supplies and emptying of trash.

- Require workers to wash hands frequently and effectively when they arrive at work, leave their workstations for breaks, use the bathroom; before and after they eat or drink or use tobacco products; and after touching any surfaces suspected of being contaminated.
- Provide supplemental hand sanitizer stations, wipes or towelettes, or clean water and soap in portable containers to facilitate more frequent handwashing after handling objects touched by others.
- Gloves may be provided, but also must be washed regularly to prevent the spread of the virus. This may help for workers whose hands are bothered by frequent washing and sanitizing.

#### **Routine and Frequent Cleaning is Required**

Employers must:

- Establish a housekeeping schedule to address regular, frequent, and periodic cleaning.
- Provide appropriate and adequate cleaning supplies for scheduled and, when necessary, spot cleaning and cleaning after a suspected or confirmed COVID-19 case.
- Ensure floors, counters, and other surfaces are regularly cleaned with water and soap, or other cleaning liquids to prevent build-up of dirt and residues that can harbor contamination.
- Make sure high-touch surfaces are properly disinfected on a frequent or periodic basis using a bleach solution or other EPA-approved disinfectant (see link to CDC cleaning guidelines below).
- Ensure employees follow effective cleaning procedures and use protective gloves and eye/face protection (e.g. face shields and/or goggles) when mixing, spraying, and wiping with liquid cleaning products, like diluted bleach.
- Make sure shared work vehicles are regularly cleaned and disinfected.
- Keep Safety Data Sheets (SDSs) for all disinfectants on site.
- Don't mix chemicals — many are incompatible; and be sure to dilute and use chemicals per manufacturer specifications.

### **Ideas for all workplaces:**

- Follow cleaning guidelines set by the CDC. [www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html](http://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html)
- Be sure to wash and rinse visible dirt/debris from equipment, tools, and other items before disinfecting.
- Cover fabric and rough surfaces with smooth materials so they are easier to clean.

### **Procedures to Address Sick Employees**

Employers must establish procedures to:

- Require sick workers to stay home or go home if they feel or appear sick.
- Identify and isolate workers who exhibit signs or symptoms of COVID-19 illness.
- Follow cleaning guidelines set by the CDC (see link above) to deep clean after reports of an employee with suspected or confirmed COVID-19 illness.
- Keep workers away from areas being deep cleaned.

### **Ideas for all workplaces:**

- Encourage workers to report concerns and use paid sick leave.
- Conduct daily COVID-19 symptoms checks of employees, contractors, suppliers, customers and visitors entering the worksite; for example, use a brief questionnaire.

### **Employee Education is Required**

Basic workplace hazard education about coronavirus must be provided to employees in a language they best understand. Ensure employees know:

- The signs, symptoms, and risk factors associated with COVID-19 illness.
- How to prevent the spread of the coronavirus at work; including steps being taken in the workplace to establish social distancing, frequent handwashing, and other precautions.
- The importance of hand washing and how to effectively wash hands with soap and water for at least twenty seconds.
- Proper respiratory etiquette, including covering coughs and sneezes and not touching eyes, noses, or mouths with unwashed hands or gloves.

### **Ideas for all workplaces:**

- Regularly communicate important safety messages and updates.
- Post readable signs prominently throughout the worksite with messages about social distancing, frequent hand washing, required PPE, respiratory etiquette, and illness reporting.
- Post relevant information from DOSH, OSHA, local and state health departments, the Centers for Disease Control and Prevention, and other similar COVID-19 authorities.
- Provide ways for workers to express any concerns and ideas to improve safety.

### **Personal Protective Equipment**

Personal protective equipment may be helpful when social distancing and other protective measures are infeasible or not effective.

- Face shields can prevent direct exposure to sneezes or coughs; they also provide protection from cleaning chemicals and disinfectants.
- Approved respirators such as N95s are not normally recommended, but may be appropriate where workers must remain in very close proximity to others. Employers must establish a Respiratory Protection Program per the Respirators Rule (Chapter 296-842 WAC) to ensure proper use and care when respirators are necessary.
- Loose-fitting face masks or cloth face covers (e.g., scarves and homemade masks) may be voluntarily worn by workers as a best practice measure to prevent the wearer from transmitting droplets from coughs and sneezes; but they do not prevent inhalation of fine aerosols and are not protective in close proximity.
- Workers should not touch their mouth, nose, eyes, and nearby surfaces when putting on, using, and removing PPE and masks.

### **Other Protective Measures**

- Update your Accident Prevention Program (APP) to include awareness and prevention measures for diseases and viruses.
- Businesses are strongly encouraged to coordinate with state and local health officials so timely and accurate information can guide appropriate responses.



## Resources

Employers, please call a consultant near you or email [DOSHConsultation@Lni.wa.gov](mailto:DOSHConsultation@Lni.wa.gov) for free help. Visit [www.Lni.wa.gov/DOSHConsultation](http://www.Lni.wa.gov/DOSHConsultation) to learn more.

From WA DOSH: [www.Lni.wa.gov/safety-health/safety-topics/topics/coronavirus](http://www.Lni.wa.gov/safety-health/safety-topics/topics/coronavirus) includes resources from CDC, OSHA, and WA DOH

To find the Respirators rule (Chapter 296-842 WAC) and other workplace safety and health rules, visit: [www.Lni.wa.gov/safety-health/safety-rules/find-safety-rules/#term=&filter=all&page=1](http://www.Lni.wa.gov/safety-health/safety-rules/find-safety-rules/#term=&filter=all&page=1)

Employers should reference the CDC's, Interim Guidance for Businesses and Employers, found at [www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html](http://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html)

Control and Prevention webpage from OSHA: [www.osha.gov/SLTC/covid-19](http://www.osha.gov/SLTC/covid-19); [www.osha.gov/Publications/OSHA-FS-3747.pdf](http://www.osha.gov/Publications/OSHA-FS-3747.pdf); [www.osha.gov/SLTC/covid-19/controlprevention.html](http://www.osha.gov/SLTC/covid-19/controlprevention.html)

Resources from Washington State Department of Health: [www.doh.wa.gov/Emergencies/NovelCoronavirusOutbreak2020COVID19/ResourcesandRecommendations](http://www.doh.wa.gov/Emergencies/NovelCoronavirusOutbreak2020COVID19/ResourcesandRecommendations)

*Upon request, foreign language support and formats for persons with disabilities are available. Call 1-800-547-8367. TDD users, call 711. L&I is an equal opportunity employer.*



## ATTACHMENT G

### CONTRACTOR LETTERHEAD

Notice from Contractor per state Phase 1 COVID-19 restart requirements

(For the letter content, see excerpt below from the *Phase 1 Construction Restart COVID-19 Construction Restart Job Site Requirements*)

**All Contractors are required to post at each job site written notice to employees, subcontractors and government officials the Phase 1 work that will be performed at that job site and signed commitment to adhere to the requirements listed in this document.**

The letter should state the address of the work and the date.

**ATTACHMENT H**

**Contractor's Comprehensive COVID-19 Exposure Control,  
Mitigation, and Recovery Plan**