

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
AUGUST 13, 2025

Those interested in attending the meeting virtually please contact the Commissioners' Office at biccsec@islandcountywa.gov or call (360) 679-7354

9:30 a.m.	Auditor
9:40 a.m.	Assessor
9:55 a.m.	Superior Court
10:05 a.m.	Commissioners' Office
10:35 a.m.	Public Works
10:50 a.m.	Facilities
11:05 a.m.	Planning & Community Development

NOON BREAK

1:00 p.m.	2025 Budget Workshop August 13: Human Services Planning & Community Development
1:00 p.m.	2025 Budget Workshop Continued August 14: Public Health Superior Court Prosecuting Attorney's Office

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to CommentBOCC@islandcountywa.gov. If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

ASSISTIVE LISTENING AVAILABLE: Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



ISLAND COUNTY AUDITOR

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

**To: Melanie Bacon, Chair
Board of Island County Commissioners**

From: Sheilah Crider, Auditor

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: 2025 Stale Dated Warrants

Description: Cancellation of stale dated warrants

**Attachment: Auditor Exhibit A, Cancellation of Warrants Resolution #C-____25, RCW
39.56.040**

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

**BEFORE THE BOARD OF ISLAND COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF
CANCELLATION OF WARRANTS**

}
}

RESOLUTION #C-____-25

WHEREAS, RCW 39.56.040, provides for the cancellation of warrants not presented within one year of the issue date and;

WHEREAS, the warrants listed on Exhibit “A” / Outstanding Warrants have not been presented for payment and have been outstanding for more than one year;

WHEREAS, the effort to contact the recipients did not result in presentation of the warrants or an affidavit to request the issuance of replacement warrants, and;

NOW, THEREFORE, BE IT RESOLVED the warrants listed in Exhibit “A,” Outstanding Warrants are canceled. The County Auditor and County Treasurer, by copy of this resolution, are directed to take action to transfer all records of such warrants so as to leave the funds as if such warrants had never been drawn.

APPROVED this 19th day of August 2025.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, Clerk of the Board

Outstanding Warrants 2025						
Auditor Exhibit A						
Check #	Payee Id	Payee Name	Invoice Number	Check Date	Type	Check Amt
00641716	9407017	WHISPERING PINES HOMEOWNERS CO-OP	801749-2021	12/5/2023	CHK	4,143.58
00650923	9407943	ELIZABETH SATTERFIELD	264430-2024	6/4/2024	CHK	2,017.55
00645702	9403717	KATHRYN BEDERMAN	374437-2023	2/27/2024	CHK	1,215.78
00639142	9407469	ELLEN SCHAEFER	805301-2023	10/17/2023	CHK	1,039.96
00637212	9407443	DORIS JOHNSON	623365-2012	9/5/2023	CHK	1,017.70
00643345	9404103	OLD REPUBLIC TITLE & ESCROW	211960-2022	1/9/2024	CHK	613.06
00647422	9603257	SARAH COOKE	022724	4/2/2024	CHK	500.00
00650886	9401723	CHICAGO TITLE INSURANCE COMPANY	722588-2024 (2)	6/4/2024	CHK	490.15
00636757	5011019	KATHERINE NGUYEN LOUANGSYYOTHA	DGSEPTEMBER2023	8/22/2023	CHK	450.00
00647208	5008179	VANDERYACHT PROPANE INC	U0332800	3/26/2024	CHK	352.57
00643310	9402129	JOEL CONNELLY	804040-2023	1/9/2024	CHK	299.19
00636740	9407435	JANET C GOODMAN	810256-2020	8/22/2023	CHK	281.60
00638169	13196	WYATT WALKER	090923	9/26/2023	CHK	247.92
00635535	5005838	JAMES & MALYNDA SHIPLEY	1483	8/1/2023	CHK	239.00
00642328	9407619	STEPHEN E FUHS	398689-2023	12/19/2023	CHK	238.46
00634808	9401723	CHICAGO TITLE INSURANCE COMPANY	686822-2023	7/18/2023	CHK	151.44
00648846	9407867	MARY A BOLLES	522189-2021	4/23/2024	CHK	129.63
00636557	9108501	ALLIET SANCHEZ	080123-6	8/22/2023	CHK	103.01
00639131	9405463	LAND TITLE & ESCROW	719798-2023	10/17/2023	CHK	97.96
00638124	5002456	ORKIN LLC	245479270	9/26/2023	CHK	93.56
00636165	9401247	GORDON NIKULA	805875-2022	8/15/2023	CHK	83.38
00637204	9407447	FAIR TRADE OUTFITTERS LLC	812553-2023	9/5/2023	CHK	72.29
00645716	9407734	ERIKA J MARUMOTO	308152-2023	2/27/2024	CHK	62.38
00634311	9402000	RONALD B BREUNINGER	364046-2023	7/10/2023	CHK	62.37
00647867	9405463	LAND TITLE & ESCROW	588689-2023	4/9/2024	CHK	54.38
00634604	9108452	CHRISTINA SHOEMAKER	063023-12	7/18/2023	CHK	54.36
00650656	9109149	RUEL REYES	50724-108	5/28/2024	CHK	52.16
00642860	9407647	ZACHARY ABBEY	812111-2023	12/26/2023	CHK	50.00
00641671	9407603	GERADO OROZCO CECENA	513206-2023	12/5/2023	CHK	46.62
00636554	9108499	ALICE ERICKSON	080123-2	8/22/2023	CHK	44.06
00639633	9108592	MEAGAN BURTON	101023-92	10/24/2023	CHK	38.82

Check #	Payee Id	Payee Name	Invoice Number	Check Date	Type	Check Amt
00648838	9407832	JAMES M ALKOVE	193230-2023	4/23/2024	CHK	38.71
00646635	9108882	TAYLOR DANCE	031924S-96	3/19/2024	CHK	36.80
00648053	9109071	DONOVAN JONES	032124-20	4/16/2024	CHK	36.30
00640523	9108652	NANCY HOLSTEN	102023-72	11/14/2023	CHK	36.20
00647543	9407793	PAUL EISENBREY	281322-2024	4/2/2024	CHK	36.03
00635487	5000126	BADGER-JOHNSON LLC	32459	8/1/2023	CHK	35.98
00649241	9407913	SALLY A JACOBSON	188200-2021	4/30/2024	CHK	35.00
00650222	9407930	JULLIAN I YOMNICK	144579-2021	5/21/2024	CHK	35.00
00648017	9108935	BRYCE WILLS	041624-12	4/16/2024	CHK	34.12
00648891	9407842	LINDA THOMPSON	412547-2023	4/23/2024	CHK	33.43
00650064	5001500	FRANSSEN MOTORS INC	52493	5/21/2024	CHK	32.64
00645251	9603226	JOSHUA WIENER	048253	2/20/2024	CHK	32.04
00645170	9603223	JESSE HANCOCK	048249	2/20/2024	CHK	30.13
00638534	000454	TANZI BLACKMER	091223-88	10/3/2023	CHK	29.65
00638572	13000	LINDSEY HYLTON-MARROQUIN	HYLTON 092523	10/3/2023	CHK	25.00
00648265	9109061	WILLIAM MORRISON	041624S-90	4/16/2024	CHK	24.74
00642315	9401723	CHICAGO TITLE INSURANCE COMPANY	452145-2023C	12/19/2023	CHK	23.66
00634851	9108487	RYAN HUFF	063023-82	7/18/2023	CHK	23.10
00635624	9402043	GEORGE MOSELEY	526773-2021	8/1/2023	CHK	22.40
00647142	9603254	INTERLAKE LLC	PW-24-00133	3/26/2024	CHK	21.75
00645676	9603232	ALLYSSA B WATHEN	048259	2/27/2024	CHK	20.90
00641090	9407540	JONETTE JANET	426104-2023	11/21/2023	CHK	20.64
00646521	9108744	JAMES BARKER	031924-43	3/19/2024	CHK	20.00
00649120	13178	DAWSON HOUSTON	3/25-3/27 DH C	4/30/2024	CHK	20.00
00646638	9108779	TERESA STONE	031924-114	3/19/2024	CHK	19.28
00646419	9108837	ALEXIS OBRIEN	031924S-6	3/19/2024	CHK	18.04
00648113	9108954	JOSHUA SHIRLEY	041624-50	4/16/2024	CHK	18.04
00648222	9109055	TAYLOR CRESS	041624S-78	4/16/2024	CHK	18.04
00650587	9109148	ROLANDO FERRIS	50724-106	5/28/2024	CHK	18.04
00634738	9108488	RYAN POSTELL	063023-84	7/18/2023	CHK	17.60
00651171	9407965	ESTATE OF MARILYN GABELEIN	134312-2024	6/11/2024	CHK	17.37
00643354	9406146	MARK ALLEN STEVENS	400578-2023	1/9/2024	CHK	16.63
00636753	9405463	LAND TITLE & ESCROW	747535-2023	8/22/2023	CHK	16.17
00646673	9108723	ALISSA JANDT	031924-2	3/19/2024	CHK	15.36

Check #	Payee Id	Payee Name	Invoice Number	Check Date	Type	Check Amt
00645630	9603236	CHRISTINE PACE	048263	2/27/2024	CHK	15.35
00634807	9407250	LAURA BUTLER	336871-2023	7/18/2023	CHK	14.09
00646573	9108763	ONYA BAKER	031924-82	3/19/2024	CHK	14.02
00646656	9108887	VERONICA REPPERGER	031924S-106	3/19/2024	CHK	14.02
00649263	9407898	ALINA A SHERRETT	419764-2023	4/30/2024	CHK	13.76
00636772	9403273	ROBERT SHANKS	428237-2023	8/22/2023	CHK	13.35
00647597	9603268	SAMANTHA J STONER	03/26/2024 JURY	4/2/2024	CHK	12.68
00648272	9109065	BRYAN CRAIG	032124-8	4/16/2024	CHK	12.68
00640485	9108632	JACOB ZITNICK	102023-32	11/14/2023	CHK	12.62
00635613	9407410	ROBERT L EILERT	426818-2021	8/1/2023	CHK	11.87
00638422	000420	BRYAN RAINS	091223-20	10/3/2023	CHK	11.31
00640447	9108626	DEBORAH GUSTAFSON	102023-20	11/14/2023	CHK	11.31
00645561	9603230	KARMAN CHASTAIN	048257	2/27/2024	CHK	11.09
00651172	9400266	FIDELITY NATIONAL TITLE COMPANY	335756-2023	6/11/2024	CHK	10.90
00646488	9108741	GARTH SANDBERG	031924-38	3/19/2024	CHK	10.67
00648856	9407871	CHARLES H DOLD	29445-2024	4/23/2024	CHK	10.37
00648858	9407872	JAMES H FETTY	347209-2024	4/23/2024	CHK	10.12
00645252	9603227	MEGAN WIENER	048254	2/20/2024	CHK	10.00
00645563	9601721	KERRIR COLLINSON	048267	2/27/2024	CHK	10.00
00645615	9603240	KAILEA MILLER	048268	2/27/2024	CHK	10.00
00651368	9603327	JAXSON BOESE	048337	6/18/2024	CHK	10.00
00651369	9603326	SHAYLA BOESE	048335	6/18/2024	CHK	10.00
00651196	9407971	GAVIN WISSLER	756774-2024	6/11/2024	CHK	9.99
00636738	9407434	DANCING FISH FARM LLC.	811860-2023	8/22/2023	CHK	9.47
00650891	9400063	THOMAS EWELL	233768-2024	6/4/2024	CHK	9.35
00647591	9407823	RL CONSTRUCTION.	802166-2023	4/2/2024	CHK	6.97
00647599	9407824	GEOFF TAPERT	653661-2023	4/2/2024	CHK	6.43
00649267	9407909	VERNON L STONE	379183-2023	4/30/2024	CHK	6.24
00643338	9404958	JACOB DANIEL MEHELICH	104283-2023	1/9/2024	CHK	5.05
00643358	9407720	KATHRYN VON DORAN	279068-2023	1/9/2024	CHK	5.05
00637179	5001130	WA STATE DEPARTMENT OF TRANSPORTATION	75603406	9/5/2023	CHK	5.00
00640271	12762	MELANIE E DAVIS	10/9/23 14	11/7/2023	CHK	2.63
00646523	9108747	JAMES FOSTER	031924-50	3/19/2024	CHK	0.54
				Total Amount		\$ 15,548.66

RCW 39.56.040 Cancellation of municipal warrants. Registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as if such warrants had never been drawn. [1975 1st ex.s. c 131 § 1.]



ISLAND COUNTY ASSESSOR

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Kelly Mauck, Assessor

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Re-establishing Fees and Charges to the Public and other Departments by the Island County Assessor

Description: Re-establishing fees and charges to the public and other departments by the Island County Assessor.

Attachment: Resolution

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

IN THE MATTER OF RE-ESTABLISHING FEES) RESOLUTION C-_____
AND CHARGES TO THE PUBLIC AND OTHER)
DEPARTMENTS BY THE ISLAND COUNTY)
ASSESSOR)

WHEREAS, the Island County Assessor and staff currently provide certain services that extend beyond the core mission of the Assessor's Office; and

WHEREAS, the provision of these services may result in disproportionate benefits to specific individuals, businesses, or departments, rather than serving the interests of all Island County taxpayers equitably; and

WHEREAS, it is the intent of the Board of County Commissioners to ensure that public resources are utilized in a manner that equitably serves all taxpayers and supports the primary functions of the Assessor's Office;

NOW, THEREFORE, BE IT RESOLVED by the Board of Island County Commissioners that:

- 1) Fees and charges for services that fall outside the primary responsibilities of the Island County Assessor's Office—and which do not provide a shared benefit to all Island County taxpayers—are hereby adopted, as detailed in Exhibits A and B.
- 2) Copies of public records on letter or legal size paper are charged in accordance with Resolution C-46-22 or superseding resolution of the same subject.
- 3) Resolution C-_____ is hereby repealed in its entirety.

ADOPTED this ____ day of _____, 2025

**BOARD OF COMMISSIONERS
ISLAND COUNTY WASHINGTON**

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, Clerk of the Board

Exhibit A

Fee Schedule

Designated Forest Application Fee \$750

Farm and Agriculture Application Fee..... \$750

Current Use Continuance Fee \$350

Reclassification Fee to \$650

Current Use Farm & Agriculture or Designated Forest only

Technology Fee (applies to all above) 3%

18x24 Maps/Surveys (First Page)..... \$5

Additional Pages \$1.00 Each

24x36 Maps/Surveys (First Page) \$10

Additional Pages \$2.00 Each

36x48 Maps/Surveys (First Page) \$15

Additional Pages \$3.00 Each

Notary Service \$10

- The Assessor's Office only accepts cash and check from the public.

Exhibit B

Island County Assessor Interdepartmental Service Fee Schedule

Billed through department budget coordinator.

18x24 Plotter Prints (First Page) (Employee Self Service)	\$2.00
Additional Pages \$1.00 Each	
24x36 Plotter Prints (First Page) (Employee Self Service)	\$3.50
Additional Pages \$2.00 Each	
36x48 Plotter Prints (First Page) (Employee Self Service)	\$4.50
Additional Pages \$3.00 Each	
Notary Service (Island County Employees).....	\$0.00



ISLAND COUNTY SUPERIOR COURT

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Megan Frazier, Administrator

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Juvenile

Agenda Item No.: 1

Subject: Contract between the Administrative Office of the Courts and Island County Juvenile Court.

Description: The purpose of this agreement is for the Court to increase the number of children served by court-appointment special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12)

Attachment: Interagency Agreement AOC2631

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Complete

Budget Review: Complete

P.A. Review: Not Applicable

DIVISION: Juvenile

Agenda Item No.: 2

Subject: County Program Agreement for Juvenile Detention services between the Department of Children, Youth, and Families and Island County Juvenile Court.

Description: The purpose of this agreement is to provide secure detention services to youth pending transportation to a Juvenile Rehabilitation residential facility.

Attachment: County Program Agreement 2563-62813

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: In process

Budget Review: In process

P.A. Review: Not Applicable

01012025



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC2631
AND
ISLAND COUNTY JUVENILE COURT
CASA/VOLUNTEER GAL PROGRAM**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Island County Juvenile Court, referred to as "Court or Agency". The AOC and the Agency may be referred to individually as a "Party" and collectively as the "Parties".

2. PURPOSE

The purpose of this Agreement is to for the Court to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the Court under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Court.

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court shall:

Furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The Court will ensure that the program and volunteers

comply with the statutory requirements contained in RCW 13.34.100-107. The Court will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be submitted electronically. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and choose the "CASA Bi-Annual Report to AOC". There are certain Courts that are not able to access the Inside Courts website, and to accommodate reporting compliance, Exhibit C is attached.

Reporting schedule:

Period	Report Due
07/01/25 - 12/31/25	01/31/26
01/01/26 - 06/30/26	07/31/26

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Project Manager Christopher Stanley at Christopher.Stanley@courts.wa.gov or (360) 357-2406.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless terminated sooner or extended, as provided herein.

5. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$41,530** for payments made during the period from July 1, 2025, through June 30, 2026, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

6. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC2631
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Court shall receive payment for actual costs (within the amount identified) which are associated with juvenile dependency cases. Court shall use CASA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.

Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19, Monthly Detail Report (Exhibit B), and required backup documentation. Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Court in a total amount not to exceed the value of this agreement.

Court shall maintain sufficient backup documentation of direct costs expenses under this Agreement.

Allocated administrative Court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor. If there is no approved plan, a 10 percent de minimis rate may be applied. This rate shall only be calculated on the total amount of salaries and benefits.

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

7. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court **via unilateral amendment to the agreement** no later than May 1, 2026 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to payables@courts.wa.gov between July 12, 2026 and August 1, 2026.

8. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
Christopher Stanley PO Box 41170 Olympia, WA 98504-1170 Christopher.Stanley@courts.wa.gov (360) 357-2406	Megan Frazier Juvenile Court Administrator PO Box 5000 Coupeville, WA 98239-5000 m.frazier@islandcountywa.gov (360) 678-7973

9. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained a minimum of six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records

are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [public records officer](#).

10. BACKGROUND CHECKS

The Court shall:

- a. Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors of the Court who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- b. Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor of the Court is suitable for access to children;

The AOC will:

- a. Reimburse for CASA/Volunteer GAL criminal background checks.

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members

will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior

written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Island County Juvenile Court
CASA**

Signature *Date*

Signature *Date*

Christopher Stanley, CGFM

Name

Megan Frazier

Name

Chief Financial & Management Officer

Title

Title

EXHIBIT A

CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2026, the Administrative Office of the Courts (AOC) will require supporting documentation be submitted with each reimbursement claim.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The Legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance.
- Submits invoices and other required documentation in an accurate and timely manner.
- Keeps all supporting documentation for audit purposes for at least six years after contract expires.

2. AOC Project Manager

- Acts as central point of contact with the court.
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement.

- Reviews all reports required under the CASA/Volunteer GAL program agreement.
- Determines programmatic compliance of the CASA/Volunteer GAL Program agreement.
- Answers programmatic questions of the CASA/Volunteer GAL Program.
- Approves additional training and its related costs as sought by Courts for reimbursement.
- Provides guidance regarding audit-ready documentation that needs to be kept by Court.

3. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

All costs claimed on each reimbursement request must be supported with back-up documentation. This may include time sheets, invoices, allocation assumptions, approved indirect or administrative overhead cost plans, etc. Descriptions of allowable costs and examples of appropriate back-up documentation are provided below. This list is not exhaustive. If there are questions about whether a cost is allowable and what will be accepted as appropriate back-up documentation, the Court Project Manager should seek direction and approval in writing from the AOC Project Manager in advance of the purchase and claim for reimbursement

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program. If an employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or their delegate) before inclusion in reimbursement request.
- Attorney – Invoices must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor.

4. Equipment

- Actual Costs – Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases, however, periodic use of and billing from a centralized motor pool is allowable.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be pre-approved, in writing, by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved, in writing, by the AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION

DEPENDENCY REVIEW HEARING

DEPENDENCY REVIEW HEARING ORDER

DISMISSAL HEARING

DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY

FACT FINDING HEARING

FACT-FINDING AND DISPOSITION HEARING

FIRST DEPENDENCY REVIEW HEARING

FIRST DEPENDENCY REVIEW HEARING ORDER

ORDER OF DEPENDENCY

ORDER OF DISMISSALS

ORDER OF DISPOSITION

ORDER OF DISPOSITION ON DEPENDENCY

ORDER ON REVIEW HEARING

PERMANENCY PLANNING HEARING

PERMANENCY PLANNING HEARING ORDER

PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP

REVIEW HEARING

SHELTER CARE HEARING: CONTESTED

SHELTER CARE HEARING: UNCONTESTED

SHELTER CARE ORDERS

ORDER OF CONTINUANCES

GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

CASA/Volunteer GAL Program Bi-Annual Report to AOC

Court/Program Name:	
Contract Number:	
Reporting Period: (i.e. Jan-June or July-Dec 20XX)	
Person Reporting:	
Email:	
Phone:	
Today's Date:	

Filing Data	
1. Number of dependency petitions filed during the reporting period.	
2. Number of children with a dependency petition filed during the reporting period who were appointed a CASA/Volunteer GAL.	
3. Number of children with a dependency petition filed during the reporting period who were appointed a staff or compensated GAL.	
4. Number of children with a dependency petition filed during the reporting period who were appointed an attorney.	
5. Number of children with a dependency petition filed during the reporting period without representation.	
Cumulative Data	
1. Total number of children with a CASA/Volunteer GAL at the beginning of the reporting period.	
2. Total number of children with a CASA/Volunteer GAL at the end of the reporting period.	
3. Total number of children with a staff or compensated GAL at the beginning of the reporting period.	
4. Total number of children with a staff or compensated GAL at the end of the reporting period.	
5. Total number of children with an attorney at the beginning of the reporting period (Pursuant to RCW 13.34.100).	
6. Total number of children with an attorney at the end of the reporting period.	
7. Total number of children without any representation at the beginning of the reporting period.	
8. Total number of children without any representation at the end of the reporting period.	
Fiscal and Staff Data	
1. % of total program budget supported by state funds (excluding federal court improvement funds).	
2. % of total program budget supported by county funds (maintenance of effort).	
3. Number of program managers and/or volunteer coordinators (total full or partial FTEs).	
4. Number of administrative staff (total full or partial FTEs).	
5. Number of active volunteers.	

Return completed report to Christopher.Stanley@courts.wa.gov

N:\Programs & Organizations\WAJCA\Contracts\Exhibit A's, B's, C's\EXHIBIT C - CASA BiAnnual Report - Tribal & Exec Branch.docx

		COUNTY PROGRAM AGREEMENT Juvenile Detention Services		DCYF Agreement Number 2563-62813
This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF INDEX NUMBER 1222	DCYF CONTRACT CODE 2000CC-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE Olympia, WA 98501		
DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov		
COUNTY NAME Island County	COUNTY ADDRESS 1 NE 7th ST Coupeville, WA 98239			
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Megan Frazier			
COUNTY CONTACT TELEPHONE (360) 678-7929	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL m.frazier@islandcountywa.gov		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS		
PROGRAM AGREEMENT START DATE 07/01/2025	PROGRAM AGREEMENT END DATE 06/30/2026	MAXIMUM PROGRAM AGREEMENT AMOUNT Fee For Service		
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A-Juvenile Detention Statement of Work				
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S) Megan Frazier	DATE(S) SIGNED	
DCYF SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED	

County General Terms and Conditions

- 1. Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

County General Terms and Conditions

- n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting

County General Terms and Conditions

all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

County General Terms and Conditions

13. Inspection. Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. Insurance. DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. Maintenance of Records.

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. Nondiscrimination

a. Nondiscrimination Requirement

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

- (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.

County General Terms and Conditions

- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.
- (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach

- (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
- (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.

- 17. Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
- 18. Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
- 19. Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
- 20. Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

County General Terms and Conditions

21. Subcontracting. The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

22. Subrecipients.

- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

County General Terms and Conditions

- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

24. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

25. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

County General Terms and Conditions

26. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession,

County General Terms and Conditions

including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 28. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 30. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contractor" means the County.
 - b. "DCYF" means the Department of Children, Youth, and Families.
 - c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.
 - d. "JR means the Juvenile Rehabilitation which is under the DCYF.
 - e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
 - f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.
2. **Background Checks**
 - a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
 - b. In accordance with Chapters 110-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
 - c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
 - d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

Special Terms and Conditions

3. Sexual Misconduct

- a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
 - (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
 - (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

- a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- d. Under no circumstance shall the Contractor bill twice for the same services.

Special Terms and Conditions

- e. The Contractor shall maintain backup documentation of all costs billed under this contract.
- f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

EXHIBIT A

STATEMENT OF WORK
Detention Services

1. Purpose

To provide secure detention services to youth pending transportation to a JR residential facility that are:
1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

- (a) Make direct contact with the JR designated staff of commitment
- (b) Provide and make available to JR with the following information for each youth committed to JR:
 - i. Court Order
 - ii. Complete JR Sentencing Worksheet
 - iii. Information necessary to successfully transition the youth, including contact information for the youth's parents/guardian.

(c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received on business days after 4:00 pm).

(2) Make available the following information for each youth committed to JR:

- (a) Information to the Court on the Offense
- (b) Police Reports on the Offense
- (c) Victim Witness Interviews (when completed for sex offenders)
- (d) Previous Reports to the Court (if available)
- (e) Incidents Reports from Current Detention Stays (if applicable)
- (f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of **\$250.00** per day, per youth for detention services. The Contractor shall be guaranteed the first day of detention services.

- a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:
 - (1) JR staff is notified and receives the required information identified in 2.a. above and shall end upon release of the youth to a JR staff's custody;
 - (2) Notification and receipt of required information received on business days prior to 4:00 pm is billable; and
 - (3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).
- b. For youth who are on parole revocation or a community facility transfer due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.
- c. Medical Cost of JR Detained Youth
 - (1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency health care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.
 - (2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

- a. Name of youth,
- b. Date of admission to detention,
- c. Date and time of release from detention, and
- d. Number of billable days.

5. JR Program Contact Information

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Ryan Pinto
Regional Administrator
Juvenile Rehabilitation
206-639-6010
ryan.pinto@dcyf.wa.gov



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: Fall/Winter Board Meeting Schedule

Description: Scheduling Discussion of Fall/Winter Board Meeting

Attachment: 2025 Island County Meeting Calendar

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

DIVISION: Administrative

Agenda Item No.: 2

Subject: Ordinance C-45-25 Amending Island County's Fireworks Chapter 9.08A

Description: Ordinance C-45-25 Amending Island County's Fireworks Chapter 9.08A, to include banning the sale and use of mortars and banning fireworks during a Type 1 burn ban.

Attachment: Ordinance C-45-25, Ordinance C-87-23

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: In process



2025

Island County

LEGEND

Island County Board of Commissioners Meetings

1st, 2nd, 3rd & 4th



Tuesday
10:00 am

Roundtable

4th Tuesday
2:00 pm

Board of Health

3rd Tuesday
1:00 pm

Work Session Meetings



1st, 2nd & 3rd
Wednesday
9:00 am

Holidays

Council of Governments



4th Wednesday
9:00 am

All meetings are held in the
Commissioners Hearing
Room

Island County
Annex Building

1 NE 6th St.
Room 102B Basement

Island County Board of Commissioners

1 NE 7th Street
Coupeville, WA 98239
(360) 679-7354

January

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February

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April

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September

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October

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November

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

BEFORE THE BOARD OF COUNTY COMMISSIONERS
 OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING ISLAND COUNTY'S FIREWORKS CHAPTER 9.08.A	ORDINANCE NO. C- -25
---	----------------------

WHEREAS, in 1961, the State of Washington adopted the State Fireworks Law;

WHEREAS, in 1982, the Washington State Legislature adopted Substitute House Bill 1149, which significantly amended the 1961 State Fireworks Law;

WHEREAS, pursuant to RCW 70.77.250(4), the State Fireworks Law as amended provides that a county may adopt an ordinance imposing more restrictive regulations than the state fireworks laws, but such regulations that are more restrictive than the state fireworks laws shall have an effective date no sooner than one year after its adoption;

WHEREAS, Island County Code 14.03B.030, "Proclamation of burn ban" declares that "The Island County Fire Marshal shall have authority to proclaim a Type I burn ban when atmospheric conditions or other local circumstances create a risk of spread of fire or other hazardous condition" and that "During periods of severe dry weather conditions, the Island County Fire Marshal may determine that a temporary ban on small recreational fires and a temporary ban on the use and discharge of consumer fireworks in unincorporated Island County is appropriate"; and

WHEREAS, the Board has also determined it to be in the best interests of the citizens of Island County to prohibit the use of mortar fireworks and did make such change to the Island County Code in 2023;

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Board hereby adopts the amendment to chapter 9.08A and 14.03B.020 of the Island County Code as shown on Exhibit "A." Material underlined is added and stricken material is removed.

ADOPTED this _____ day of _____, 2025. Pursuant to RCW 70.77.250(4), the provisions of this ordinance that regulate fireworks in a manner more restrictive than the state fireworks law shall take effect one year from the date of adoption.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:

Island County Code Reviser

EXHIBIT A

Amendments to ICC 9.08A

Chapter 9.08A – Fireworks

...

9.08A.010 - Fireworks regulations.

Fireworks in Island County are governed by the state fireworks law, chapter 70.77 RCW, and accompanying state regulations provided in chapter 212-17 WAC, as well as by this chapter. The more restrictive provisions apply in case of any conflict between state and local regulations.

In addition to fireworks prohibited by state law as identified above, the use and sale of mortar fireworks are prohibited in Island County except as permitted in section 9.08A.040.C.

9.08A.020 - Local fire official.

In unincorporated Island County, the local fire official, as that term is defined in RCW 70.77.177, is the Island County Sheriff or his or her designee and the local fire authority for purposes of this chapter is the Island County Sheriff's Office.

9.08A.030 - Definitions.

The definitions in chapter 70.77 RCW are incorporated herein. Also, the following definitions apply to this chapter:

Mortar fireworks means any shell designed for use with a container that includes a lift charge, a time fuse, a burst charge, and stars/effects, that in combination is designed to lift the shell out of the container, ignite the burst charge in the air, and cause the effects of noise and/or light. These are commonly referred to as mortar shells, festival balls, canisters, ball shells, reloadable shells, and onion balls.

Severe dry weather conditions means weather conditions that are so severe and dry that the Island County Fire Marshal may determine it appropriate to issue a Type I or Type II Burn Ban. The following criteria may be taken into consideration, but are not limited to: fuel moisture levels; predicted relative humidity; predicted temperature; predicted winds; drought scale; wildfire response level and impact of fire resources, as well as other criteria that may assist the Fire Marshal in making his or her determination.

9.08A.040 - Limitations on the use and discharge of fireworks.

- A. Except as provided for in subsection B. below, consumer fireworks may only be lawfully used or discharged within the unincorporated areas of Island County, except within Island County park areas as prohibited in [section 9.40.420](#), during the following periods of time:

July 3 - between 9:00 a.m. and 11:00 p.m.

July 4 - between 9:00 a.m. and 12 midnight

December 31 - between 6:00 p.m. through 1:00 a.m. on January 1.

It is unlawful to use or discharge fireworks in Island County at all other times, except as may be provided in subsections B. and C. below.

- B. If the Island County Fire Marshal has declared a [Type I or](#) Type II burn ban which includes a ban on the use and discharge of all fireworks in unincorporated Island County to be in effect during any of the time periods otherwise allowed in subsection A. above, then it shall be unlawful to use or discharge consumer fireworks during those times in unincorporated Island County while the [Type I or](#) Type II burn ban is in effect, unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to section 9.08A.040.D. as provided below.
- C. The restrictions on the use and discharge of fireworks above shall not apply:
1. To the use of flares or fuses by motor or sail vessels or other transportation agencies for signal or illumination purposes or for use in forest protection activities as allowed under RCW 70.77.530 or those uses described in RCW 70.77.311;
 2. To the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, or live entertainment such as theater and opera productions when such use and display is a necessary part of the production as authorized by RCW 70.77.146 and such person possesses a valid permit issued by the local fire official and meets the requirements of this chapter and RCW 70.77.535;
 3. To the public display of fireworks authorized by permit issued by the local fire official; or

4. To the sale and use of toy paper caps containing not more than twenty-five hundredths grain of explosive compound for each cap and trick or novelty devices not classified as consumer fireworks.
- D. To obtain a permit as referenced in section 9.08A.040.C.2. and 3., a permit application must include the following, in addition to any other requirement imposed in chapter 70.77 RCW, chapter 212-17 WAC, or as required to be provided on the face of the permit application required by the Island County Sheriff's Office:
1. Must include a site plan of the surrounding area from the discharge point of the fireworks;
 2. Must include the name and license number of the licensed pyrotechnic operator;
 3. Must include proof of insurance and/or bond as required by law; and
 4. Must include a description of the firework display and what will be used in the display.

9.08A.050 - Fireworks may be prohibited during severe dry weather conditions.

During periods of severe dry weather conditions, the Island County Fire Marshal may declare and issue a temporary ban on the use and discharge of consumer fireworks in unincorporated Island County due to the heightened fire dangers. This decision will be made by the Island County Fire Marshal after consultation with the representatives of the fire districts in Island County, and departments of Island County, including the Board of Island County Commissioners. The Island County Fire Marshal can lift the ban at his or her discretion. The Island County Fire Marshal may issue such a temporary ban on the use and discharge of consumer fireworks in the unincorporated areas of Island County by issuing a [Type I or](#) Type II burn ban as authorized by [chapter 14.03B](#) of the Island County Code.

9.08A.060 - Seizure and forfeiture of fireworks.

The local fire official, or designee, or any law enforcement officer may seize any fireworks if such fireworks are being used or discharged, and fireworks which are part of the same group of fireworks being used or discharged, in violation of the provisions of chapter 70.77 RCW, or the more restrictive provisions of this chapter. If fireworks are seized and subsequently forfeited, then the disposal and sale of such fireworks must be done in accordance with RCW 70.77.440.

9.08A.070 - Enforcement.

The Island County Sheriff acting as the local fire official, or any law enforcement officer, is a law enforcement officer within the meaning of chapter 7.80 RCW and is authorized to enforce all provisions of this chapter and he/she may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the local fire official or his/her designee.

9.08A.080 - Violations and penalties.

Any person violating or failing to comply with any provisions of this chapter is guilty of a Class I infraction and subject to a fine of up to two hundred fifty dollars (\$250.00).

9.08A.090 - Severability.

If any provision of this chapter is declared unconstitutional or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance codified in this chapter and the applicability thereof to other persons and circumstance shall not be affected thereby.

14.03B.020 - Definitions.

Burn Ban - Type I includes a ban on all outdoor burning in unincorporated Island County except for recreational fires that occur in designated areas or on private property with the owner's permission. Type I burn bans also ~~do not~~ apply to the use and discharge of consumer fireworks in compliance with [chapter 9.08A](#) or chapter 70.77 RCW. The use of barbeque grills using propane or briquettes, or self-contained camp stoves are exempt from Type I burn bans.



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 1/23/24

Agenda Item No 7

- ☐ CONSENT AGENDA
☐ REGULAR AGENDA
☒ PUBLIC HEARING/MTG

Resolution/Ordinance No:
C-87-23

DEPARTMENT: COMMISSIONERS

STAFF CONTACT: Jennifer Roll

AGENDA SUBJECT: Public Hearing regarding Ordinance No. C- 87 -23 Amending Island County Code Chapter 9.08A, Fireworks.

BACKGROUND/SUMMARY: WORK SESSION DATE: *(If applicable)* 12/13/2023
Proposed amendment to the Island County Code Chapter 9.08A, Fireworks. Amending the use of and discharge of consumer fireworks in unincorporated Island County and prohibiting the use of mortar fireworks. Staff brought the item to Work Session with the Board on 12/13/2023 and the Board agreed to move the item forward to the Consent Agenda to schedule a public hearing proposed for January 23, 2024.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

- ☒ Approve/Adopt
☐ Schedule Public Hearing/Meeting
☐ Continue Public Hearing/Meeting
☐ Information/Discussion
☐ Other *(describe)* _____

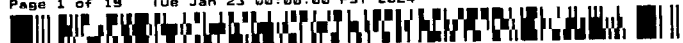
SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
☐ DENIED
☐ TABLED/DEFERRED/NO ACTION TAKEN
☐ CONTINUED TO DATE: ____/____/____ TIME: ____
☐ OTHER _____

sent copy to JCR Active



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF AMENDING ISLAND
COUNTY CODE CHAPTER 9.08A, FIREWORKS**

ORDINANCE NO. C-87 -23

WHEREAS, in 1961, the State of Washington adopted the State Fireworks Law;

WHEREAS, in 1982, the Washington State Legislature adopted Substitute House Bill 1149, which significantly amended the 1961 State Fireworks Law;

WHEREAS, pursuant to RCW 70.77.250(4), the State Fireworks Law as amended provides that a county may adopt an ordinance imposing more restrictive regulations than the state fireworks laws, but such regulations that are more restrictive than the state fireworks laws shall have an effective date no sooner than one year after its adoption;

WHEREAS, the Board of County Commissioners ("Board") has determined it to be in the best interests of the citizens of Island County, pursuant to the Washington State Constitution Article XI, Section 11, RCW 36.32.120(7), and RCW 70.77.250(4), to limit the use and discharge of consumer fireworks in unincorporated Island County to only those times as shown on Exhibit "A" attached herein beginning July 3 and ending July 4 and also on New Year's Eve as allowed per state law;

WHEREAS, the Board has also determined it to be in the best interests of the citizens of Island County to prohibit the use of mortar fireworks;

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Board hereby adopts the amendment to chapter 9.08A of the Island County Code as shown on Exhibit "A." Material underlined is added and stricken material is removed.

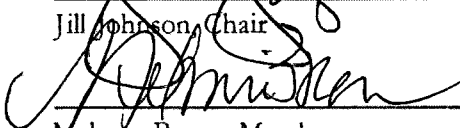
ADOPTED this 23rd day of January 2024, ~~2023~~. Pursuant to RCW 70.77.250(4), the provisions of this ordinance that regulate fireworks in a manner more restrictive than the state fireworks law shall take effect one year from the date of adoption.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

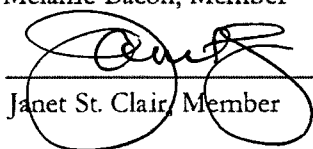




Jill Johnson, Chair

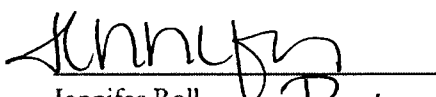


Melanie Bacon, Member




Janet St. Clair, Member

ATTEST:



Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:

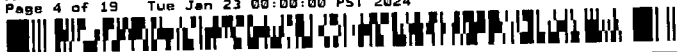


Pete Smiley
Civil Deputy Prosecuting Attorney and
Island County Code Reviser



EXHIBIT A

Amendments to ICC 9.08A



Chapter 9.08A – Fireworks

...

9.08A.010 - Fireworks regulations.

Fireworks in Island County are governed by the state fireworks law, chapter 70.77 RCW, and accompanying state regulations provided in chapter 212-17 WAC, as well as by this chapter. The more restrictive provisions apply in case of any conflict between state and local regulations.

In addition to fireworks prohibited by state law as identified above, mortar fireworks are prohibited in Island County except as permitted in section 9.08A.040.C.

9.08A.020 - Local fire official.

In unincorporated Island County, the local fire official, as that term is defined in RCW 70.77.177, is the Island County Sheriff or his or her designee and the local fire authority for purposes of this chapter is the Island County Sheriff's Office.

9.08A.030 - Definitions.

The definitions in chapter 70.77 RCW are incorporated herein. Also, the following definitions apply to this chapter:

Mortar fireworks means any shell designed for use with a container that includes a lift charge, a time fuse, a burst charge, and stars/effects, that in combination is designed to lift the shell out of the container, ignite the burst charge in the air, and cause the effects of noise and/or light. These are commonly referred to as mortar shells, festival balls, canisters, ball shells, reloadable shells, and onion balls.

Severe dry weather conditions means weather conditions that are so severe and dry that the Island County Fire Marshal may determine it appropriate to issue a Type II Burn Ban. The following criteria may be taken into consideration, but are not limited to: fuel moisture levels; predicted relative humidity; predicted temperature; predicted winds; drought scale; wildfire response level and impact of fire resources, as well as other criteria that may assist the Fire Marshal in making his or her determination.



9.08A.040 - Limitations on the use and discharge of fireworks.

- A. Except as provided for in subsection B. below, consumer fireworks may only be lawfully used or discharged within the unincorporated areas of Island County, except within Island County park areas as prohibited in section 9.40.420, during the following periods of time:

July 3 - between 9:00 a.m. and 11:00 p.m.

July 4 - between 9:00 a.m. and 12 midnight

~~July 5 - between 9:00 a.m. and 11:00 p.m.~~

December 31 - between 6:00 p.m. through 1:00 a.m. on January 1.

It is unlawful to use or discharge fireworks in Island County at all other times, except as may be provided in subsections B. and C. below.

- B. If the Island County Fire Marshal has declared a Type II burn ban which includes a ban on the use and discharge of all fireworks in unincorporated Island County to be in effect during any of the time periods otherwise allowed in subsection A. above, then it shall be unlawful to use or discharge consumer fireworks during those times in unincorporated Island County while the Type II burn ban is in effect, unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to section 9.08A.040.D. as provided below.

- C. The restrictions on the use and discharge of fireworks above shall not apply:

1. To the use of flares or fuses by motor or sail vessels or other transportation agencies for signal or illumination purposes or for use in forest protection activities as allowed under RCW 70.77.530 or those uses described in RCW 70.77.311;
2. To the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, or live entertainment such as theater and opera productions when such use and display is a necessary part of the production as authorized by RCW 70.77.146 and such person possesses a valid permit issued by the local fire official and meets the requirements of this chapter and RCW 70.77.535;
3. To the public display of fireworks authorized by permit issued by the local fire official; or
4. To the sale and use of toy paper caps containing not more than twenty-five hundredths grain of explosive compound for each cap and trick or novelty devices not classified as consumer fireworks.

D. To obtain a permit as referenced in section 9.08A.040.C.2. and 3., a permit application must include the following, in addition to any other requirement imposed in chapter 70.77 RCW, chapter 212-17 WAC, or as required to be provided on the face of the permit application required by the Island County Sheriff's Office:

1. Must include a site plan of the surrounding area from the discharge point of the fireworks;
2. Must include the name and license number of the licensed pyrotechnic operator;
3. Must include proof of insurance and/or bond as required by law; and
4. Must include a description of the firework display and what will be used in the display.

9.08A.050 - Fireworks may be prohibited during severe dry weather conditions.

During periods of severe dry weather conditions, the Island County Fire Marshal may declare and issue a temporary ban on the use and discharge of consumer fireworks in unincorporated Island County due to the heightened fire dangers. This decision will be made by the Island County Fire Marshal after consultation with the representatives of the fire districts in Island County, and departments of Island County, including the Board of Island County Commissioners. The Island County Fire Marshal can lift the ban at his or her discretion. The Island County Fire Marshal may issue such a temporary ban on the use and discharge of consumer fireworks in the unincorporated areas of Island County by issuing a Type II burn ban as authorized by chapter 14.03B of the Island County Code.

9.08A.060 - Seizure and forfeiture of fireworks.

The local fire official, or designee, or any law enforcement officer may seize any fireworks if such fireworks are being used or discharged, and fireworks which are part of the same group of fireworks being used or discharged, in violation of the provisions of chapter 70.77 RCW, or the more restrictive provisions of this chapter. If fireworks are seized and subsequently forfeited, then the disposal and sale of such fireworks must be done in accordance with RCW 70.77.440.

9.08A.070 - Enforcement.

The Island County Sheriff acting as the local fire official, or any law enforcement officer, is a law enforcement officer within the meaning of chapter 7.80 RCW and is authorized to enforce all provisions of this chapter and he/she may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the local fire official or his/her designee.



9.08A.080 - Violations and penalties.

Any person violating or failing to comply with any provisions of this chapter is guilty of a Class I infraction and subject to a fine of up to two hundred fifty dollars (\$250.00).

9.08A.090 - Severability.

If any provision of this chapter is declared unconstitutional or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance codified in this chapter and the applicability thereof to other persons and circumstance shall not be affected thereby.

ICC Chapter 9.08.A Fireworks

PUBLIC HEARING

BOARD OF COUNTY COMMISSIONERS, JANUARY 23, 2024



Public Hearing

- ▶ To take public testimony on proposed revisions to Title 9.08.A - Fireworks
- ▶ Ordinance No. C-87-23

Effect of Revisions

- ▶ Add mortar style fireworks to those fireworks prohibited in Island County
- ▶ Reduce the number of days that fireworks are permitted

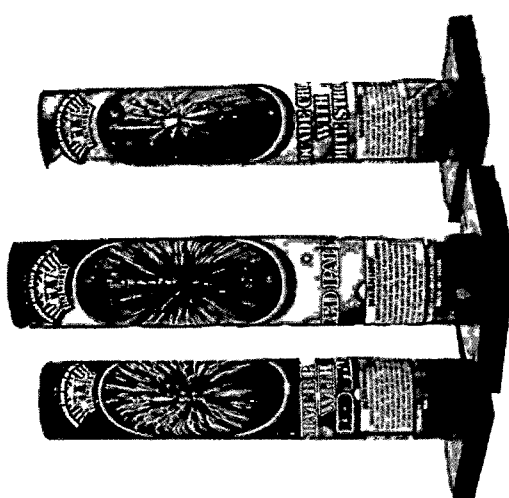
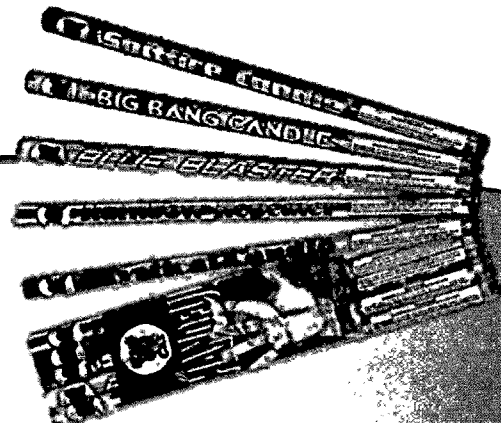
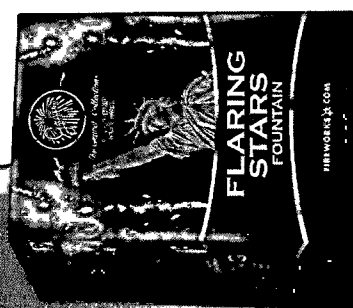
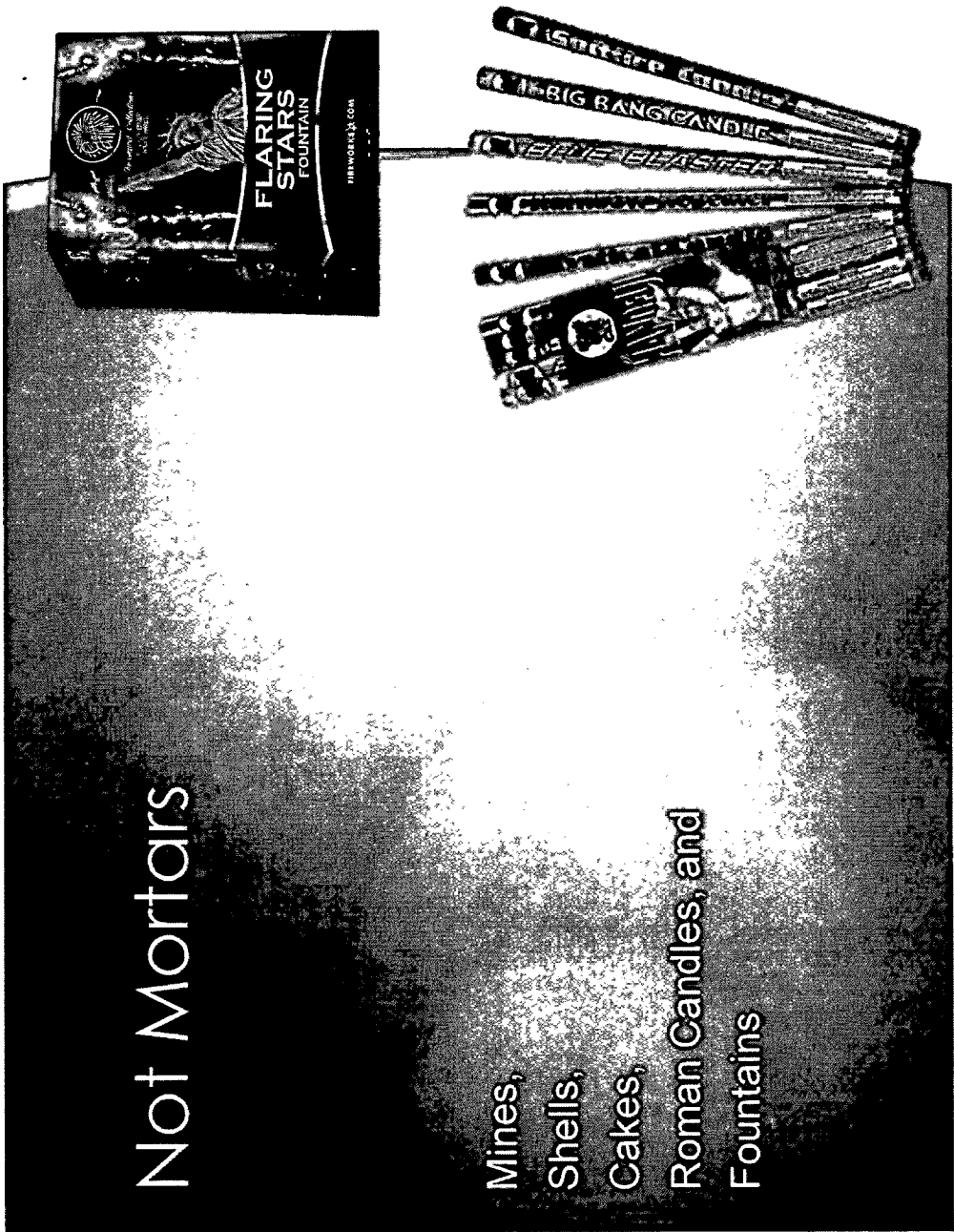
Mortars - Defined

Mortar-style fireworks prohibited. "Mortar" mean any shell designed for use with a container that includes a lift charge, a time fuse, a burst charge, and stars/effects, that in combination is designed to lift the shell out of the container, ignite the burst charge in the air, and cause the effects of noise and/or light. These are commonly referred to as mortar shells, festival balls, canisters, ball shells, reloadable shells, and onion balls. This definition does not include, mines, shells or cakes



Not Mortars

Mines,
Shells,
Cakes,
Roman Candles, and
Fountains



Days of Use

Washington State

June 28

12pm-11pm

June 29 – July 3

9am-11pm

July 4

9am-12am (midnight)

July 5

9am – 11pm

Island County

July 3

9am-11pm

July 4

9am-12am (midnight)

July 5

9am – 11pm

Also dates around New Years Eve – Island County – Dec 31: 6pm to Jan 1: 1am

Not changing

- ▶ No change to sales of fireworks proposed
- ▶ No change to prohibition in parks
- ▶ No change to dry weather prohibition
- ▶ No change to commercial displays, special events, etc.

Effective Date

One year from date of adoption

State law delays implementation

ICC Chapter 9.08.A Fireworks

PUBLIC HEARING

BOARD OF COUNTY COMMISSIONERS, JANUARY 23, 2024

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY WASHINGTON

IN THE MATTER OF AMENDING
ISLAND COUNTY CODE CHAPTER
9.08A, FIREWORKS

ORDINANCE NO. C-8723

The Board of County Commissioners has reviewed the proposed document and sets it for a public hearing on January 23, 2024, at 10:00 a.m.

APPROVED this 19th day of December, 2023

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON



Janet St. Clair, Chair





ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Fred Snoderly, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Engineering

Agenda Item No.: 1

Subject: Road Closure for Utsalady at Olsen Road Culvert Replacement Project – Camano Island

Description: Request Board Approval of Road Closure for Utsalady at Olsen Road Culvert Replacement Project – Camano Island

Attachment: Memorandum, Traffic Detour Plan Sheet

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Public Works

Ed Sewester, P.E., County Engineer

Matthew Lander, P.E., Assistant County Engineer

1 NE 7th Street, Coupeville, WA 98239 | www.islandcountywa.gov

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Ed.Sewester@islandcountywa.gov | M.Lander@islandcountywa.gov

MEMORANDUM

August 13, 2025

TO: Board of Island County Commissioners

FROM: Mohammed Al Saffar, Project Engineer

RE: Road Closure for Utsalady at Olsen Road Culvert Replacement Project, Camano Island
JL 00601-1201; CRP 25-05

The Contract for Utsalady at Olsen Road Culvert Replacement Project on the Island County Board of County Commissioners (BOCC) schedule for August 12, 2025. Island County Public Works seeks permission from the BOCC for a fifteen consecutive day closure of Utsalady Rd.

The project is located at the intersection of Utsalady Rd and Olsen Rd beginning approximately 700 feet east of Arrowhead Rd intersection and continues for 2500 feet, ending approximately 2700 feet west of Hanstad Rd intersection. The project consists of realigning of existing ditches, removal of existing culverts, and installation of corrugated aluminum pipe.

Due to the nature of the project's excavation activity and equipment movements, Utsalady Rd will need to be closed between Arrowhead Rd and Rolfson Rd for fifteen consecutive days to complete the project. The total working days allowed for this project is twenty working days. Local access for property owners in the road closure zone will remain during the closure.

The construction start date is to be determined due to contractor's procurement of materials.

Respectfully,

Mohammed Al Saffar
Project Engineer

6/3/2025 9:35 AM Q:\PROJECTS\Utsalady at Olsen Culvert Replacement\PLAN\FINAL\Traffic Control Plan.dwg

CLASS "A" SIGN SPECIFICATION					
SIGN NO.	SIGN OR PLAQUE	DIMENSION (INCHES)	MUTCD CODE	QTY	AREA (SF)
①	ROAD CLOSED AHEAD	36 IN. X 36 IN.	W20-1	2	18.00
②	DETOUR AHEAD	36 IN. X 36 IN.	W20-2	6	54.00
③	ROAD CLOSED	48 IN. X 30 IN.	R11-2	2	20.00
④	ROAD CLOSED, LOCAL TRAFFIC ONLY	60 IN. X 36 IN.	R11-3	2	30.00
⑤	DETOUR ARROW (LEFT)	48 IN. X 36 IN.	M4-9L	1	12.00
⑥	DETOUR ARROW (RIGHT)	48 IN. X 36 IN.	M4-9R	2	24.00
⑦	UTSALADY RD CLOSED AT OLSEN RD	60 IN. X 30 IN.	CONTRACTOR TO SUPPLY CUSTOM SIGN R11-3a	4	50.00
⑧	UTSALADY RD CLOSED AT ROLFSON RD	60 IN. X 30 IN.	CONTRACTOR TO SUPPLY CUSTOM SIGN R11-3a	2	25.00
⑨	ROAD WORK AHEAD	36 IN. X 36 IN.	W20-1	2	18.00
⑩	END DETOUR	24 IN. X 18 IN.	M4-8a	6	18.00
⑪	DETOUR ARROW (UP)	48 IN. X 36 IN.	M4-9	5	60.00
⑫	TO SR 532 EASTBOUND	60 IN. X 30 IN.	CONTRACTOR TO SUPPLY CUSTOM SIGN R11-3a	1	12.50
⑬	TO SR 532 WESTBOUND	60 IN. X 30 IN.	CONTRACTOR TO SUPPLY CUSTOM SIGN R11-3a	2	25.00
⑭	NO COMMERCIAL VEHICLES	60 IN. X 24 IN.	CONTRACTOR TO SUPPLY CUSTOM SIGN (ORANGE BACKGROUND)	1	10.00

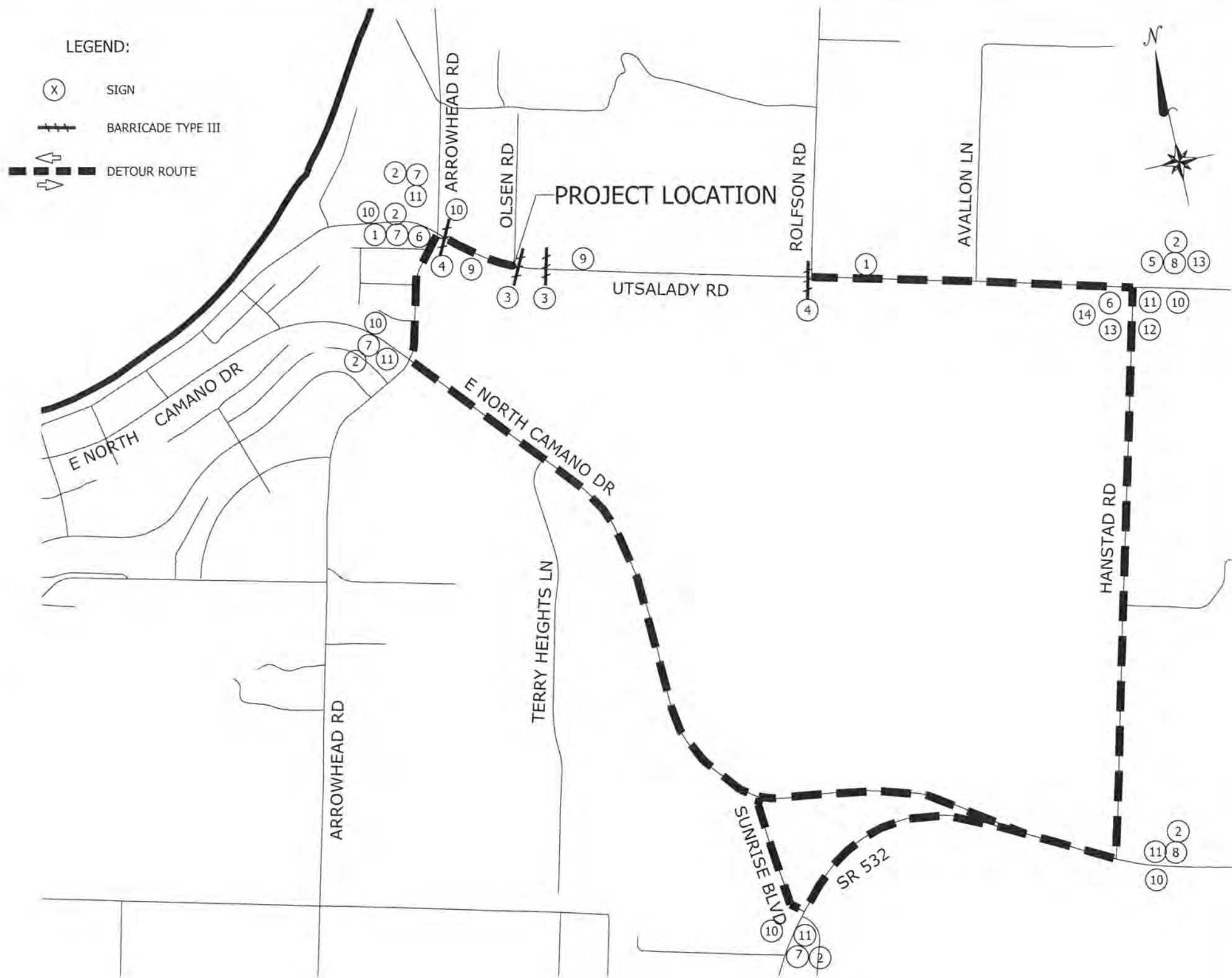
TOTAL= 376.50 SF

SIGN SPACING = X (1)		
RURAL ROADS	45 / 50 MPH	500'
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200'
URBAN STREETS	25 MPH OR LESS	100'

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CONSTRUCTION SIGN CLASS A NOTES:

- SIGNS SHALL BE PLACED IN ACCORDANCE WITH SPECS 1-10.2(3).
- SIGNS SHALL CONFORM TO THE 2025 WSDOT STANDARD SPECIFICATION FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION MANUAL.
- SIGNS SHALL NOT BE LOCATED WHERE THEY MAY CAUSE SIGHT DISTANCE PROBLEMS.
- IF WORK INCLUDES GROOVED PAVEMENT, ABRUPT LANE EDGES, STEEL PLATES, OR GRAVEL OR EARTH SURFACES, SIGNS SHALL BE PLACED STATING THE CONDITION, AS REQUIRED BY THE CURRENT M.U.T.C.D. & WAC 468-95.
- CONTRACTOR SHALL FURNISH ALL SIGNS.
- SIGNS SHALL BE MOUNTED ON 4X4 POSTS.
- CLASS B SIGNS ARE NOT SHOWN ON DRAWING.
- ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS.



NOTES:

- TRAFFIC CONTROL DEVICES SHOULD BE MODIFIED AS NEEDED FOR THE DURATION OF THE DETOUR. SIGN AND BARRICADE LOCATIONS TO BE VERIFIED IN THE FIELD BY THE ENGINEER.
- TEMPORARY WORK SITE DURING ONE WAY DETOUR SHALL BE DELINEATED WITH TRAFFIC BARRELS



Office of the
ISLAND COUNTY ENGINEER
1 NE 6th Street
Coupeville, WA 98239-5000
T. 360-679-7331 F. 360-678-4550

SURVEYED BY:
Christoff Schnobrich
DATE STARTED:
06-2022
DRAWN/DESIGNED BY:
Edison Manglicmot/MB
DATE STARTED:
06-2022
PROJECT MANAGER:
Mohammed Al Saffar
CHECKED BY:
Nick Tuttle
ENGINEERING MANAGER



2/9/2024	60% REVISION	EAM
11/19/2024	90% REVISION	EAM
03/02/2025	FINAL PLAN SET	EAM
DATE	REVISIONS	BY

SCALE:
20' 10' 0 20'
SCALE IN FEET
SCALE APPLIES TO FULL SIZE (22" x 34") PRINTS ONLY. SCALE ACCORDINGLY FOR PRINTS OF OTHER SIZES.



SECT. 18, TWP. 32N., R. 3E., W.M.
JL NO. 00601-1201 C.R.P. NO. 25-05
**UTSALADY @ OLSEN
CULVERT REPLACEMENT**
TRAFFIC CONTROL PLAN

SHEET
10
OF
14



ISLAND COUNTY FACILITIES

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Ryan Beach, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Proposed Contract 25-WA-250437 with Garland/DBS for Bayshore Building roof and window renovations

Description: Proposed contract 25-WA-250437 with Garland/DBS Inc. for roofing and window replacement at the 785 SE Bayshore Drive Building.

Attachment: Quote, Contract

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: In process

P.A. Review: In process

DIVISION: Not Applicable

Agenda Item No.: 2

Subject: Proposed Contract with Valdez Construction for Island County Bayshore Drive Improvements (Oak Harbor)

Description: The newly 2024 County purchased real estate at 785 SE Bayshore Drive is ready for tenant improvements construction scheduled for County occupancy by September 2025 by Health and Human Services.

Attachment: Executive Summary: Bayshore Drive Improvements; contract

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Complete

Budget Review: Complete

P.A. Review: Complete



PUBLIC WORKS CONTRACT

Project Name:

Project Number:

Bayshore Building Renovations
25-01

THIS CONTRACT is made and entered into by and between Island County (Owner), and **GARLAND/DBS Inc.**, a **MICPA** / Partnership / Omnia, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.

The Contract Documents includes the outlined scope of work to the roofing and gutters, with widows to be replaced on first and second floors. General Conditions for Washington State Facility Construction, and/or Modifications.

Clarifications / Exclusions:

Sales tax was added to the proposal taking the total to \$102,776.83 Prevailing wage is included in the project. If a permit is needed it will be addressed via change order. There will be no changes to structure outside of the listed scope of work to be provided. Payment and Bonds, General Conditions for Washington State Facility Construction, Modifications to the General Conditions, Supplemental Conditions to the General Conditions, other Special Forms, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

Proposal date: 06-20-2025

Proposal: 25-WA-250437

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete within 90 calendar days of the Notice to Proceed.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of **\$750.00** for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Base Bid	\$ 94,464.00
<u>8.8% WSST</u>	<u>\$ 8,312.83</u>
TOTAL	\$ 102,776.83

CONTRACT AWARD AMOUNT= \$94,464.00

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

This contract shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Island County, Washington.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:
BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

CONTRACTOR:
GARLAD/DBD INC.

Melanie Bacon, Chair

By: _____
Signature

Name: _____

Date: _____

Title: _____

Attest:

Date: _____

Clerk of the Board

GARLAI*903K4 UBI-603-013-262

Washington State Contractor's No.
PW1925

MICPA#



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Island County
Bayshore Building
785 SE Bayshore Dr
Oak Harbor, Washington 98277

Date Submitted: 06/20/2025
Proposal #: 25-WA-250437
MICPA # PW1925

WASHINGTON General Contractor License #: UBI # 603-013-262 GARLAI*903K4

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Gutters

1. Create and post a Site-Specific Roofer Safety Plan & post on site in advance of gaining access to the roof.
2. Install fall protection anchors.
 - a. Assumed to be a combination of double D ridge anchors, single D slope anchors, and siding anchors that install below the upper story windows and tap into the structural members.
3. Remove the existing coping metal around the lower roof gutters, label, and save for reinstallation.
4. Clean said gutters of all debris and dispose of offsite.
5. Remove the bottom course of shingles, set aside, and save for reinstallation.
6. Scrub the internal cutter with single-ply cleaning solvent.
7. Apply bonding adhesive and lay Garland KEE-Stone NF 60 membrane tucked under the underlayment, through the gutter trough, and up & over the exterior edge.
8. Reinstall the bottom course of removed shingles.
9. Reinstall existing coping metal.
10. Clean up and dispose of all roofing work debris offsite.
11. Demobilize and remove safety signage.

Gutters:

Proposal Price Based Upon Market Experience (Commercial Industrial Roofing): \$ 31,871

Scope of Work: Windows

1. All New Windows to be Milgard Tuscan Series Black / Black Vinyl.
2. All with Suncoat Max Low E, Argon and Screens Where Applicable.
3. Windows to be installed with Nailing Flange and Trimmed with 2x2 Clear Cedar.
4. No interior work included except for existing picture windows where I know we will need to cut back trim.
5. All Painting, Staining or Rot Repair to be Done by Others.
6. Exterior Caulked with Quad Window Sealant.
7. 30 Windows Total.

Windows:

Proposal Price Based Upon Market Experience (Island Glass Company): \$ **62,593**

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please add applicable Washington State Taxes in addition to the final proposal price.
2. Permits are excluded. If permits are required this will be addressed via change order
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are included.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

Region 4 Education Service Center (ESC)

Contract # R230401

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-
CONTRACTING (JOC) SERVICES

with

Garland/DBS, Inc.

Effective: November 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Garland/DBS, Inc. effective November 1, 2023:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Garland / DBS, Inc.

Address 3800 E. 91st Street

City/State/Zip Cleveland, OH 44105

Telephone No. (216) 641-7500

Email Address blambert@garlandind.com

Printed Name Brian Lambert

Title President, Garland/DBS, Inc.

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R230401

Initial Contract Term 11/1/2023 to 10/31/2026


Region 4 ESC Authorized Board Member

10/24/23
Date

CARMEN T. MORENO
Print Name


Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

**Overview of Facilities Contract #25-01 proposal for the
Island County Bayshore Drive Improvements (Oak Harbor)**

- Executive Summary -
August 1, 2025 BOCC Work Session

Summary	The project generally consists of 880 square feet of wall partition remodel work inside of a vacated 2-story commercial office building consisting of approximately 4,700 square feet of gross area located at se Bayshore drive in oak harbor, Washington. The building consists of a light wood frame structure, wall framing, gabled roof system consisting of wood trusses with an asphalt shingle roofing system. The renovation is limited to non-structural minor interior modifications only within the existing gross floor area of the building, to be occupied solely by island county public services.
Policy and Regulatory Context	Master Building Permit Application was submitted to the City of Oak Harbor on January 2, 2025 and Permit was issued on June 27, 2025, which will remain valid for one year. Close-out of Permit is expected by no later than December this year.
Fiscal Impact	This contract will liquidate approximately 70% of the \$200K allocated to this building in the 2025 REET 1 CIP Budget.
Recommendation	Proceed with signature approval to fully execute contract and commence contractor mobilization.



PUBLIC WORKS CONTRACT

Project Name:

Project Number:

Bayshore Drive Improvements

25-01

THIS CONTRACT is made and entered into by and between Island County (Owner), and **VALDEZ CONSTRUCTION INC**, a **Corporation** / Partnership / Sole Proprietor, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.

The Contract Documents include the Advertisement for Bids, Instructions for Bidders, completed Bid Form, Payment and Performance Bonds, General Conditions for Washington State Facility Construction, Modifications to the General Conditions, Supplemental Conditions to the General Conditions, other Special Forms, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

Drawings dated: **4-23-25**

Specifications dated: **4-23-25**

Addendum No. 1 Dated: **5-16-25**

Addendum No. 2 Dated: **5-22-25**

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete within 90 calendar days of the Notice to Proceed.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of **\$750.00** for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Base Bid	\$	122,831.38
8.8% WSST	\$	10,809.16
TOTAL	\$	133,640.54

CONTRACT AWARD AMOUNT= \$122,831.38

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

This contract shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Island County, Washington.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:
BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

CONTRACTOR:

Melanie Bacon, Chair

By: _____
Signature

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

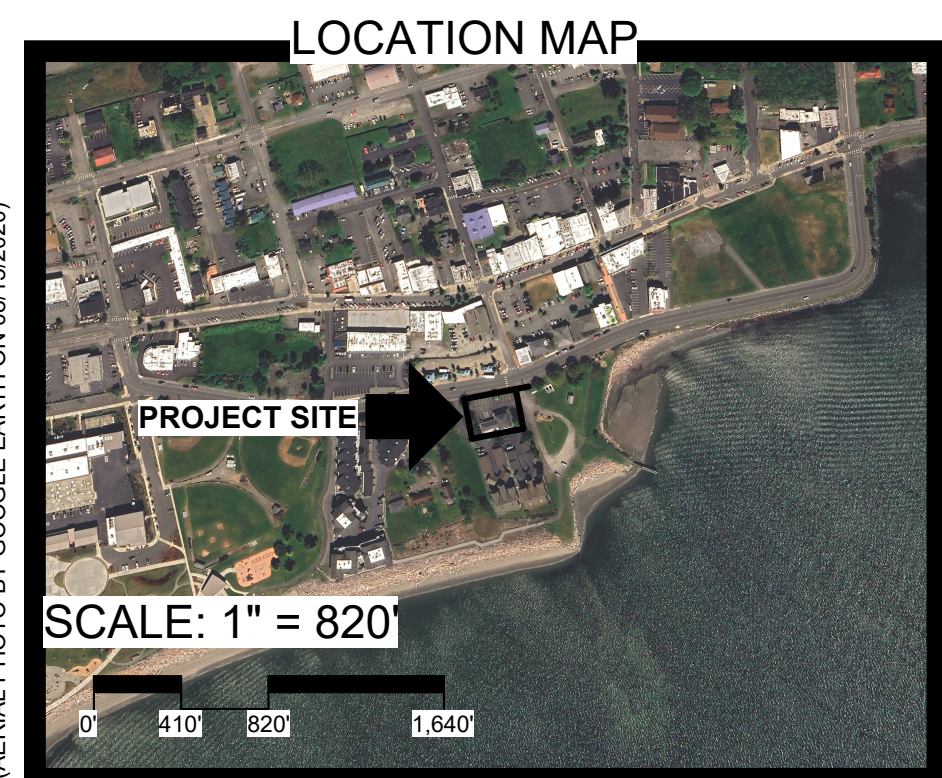
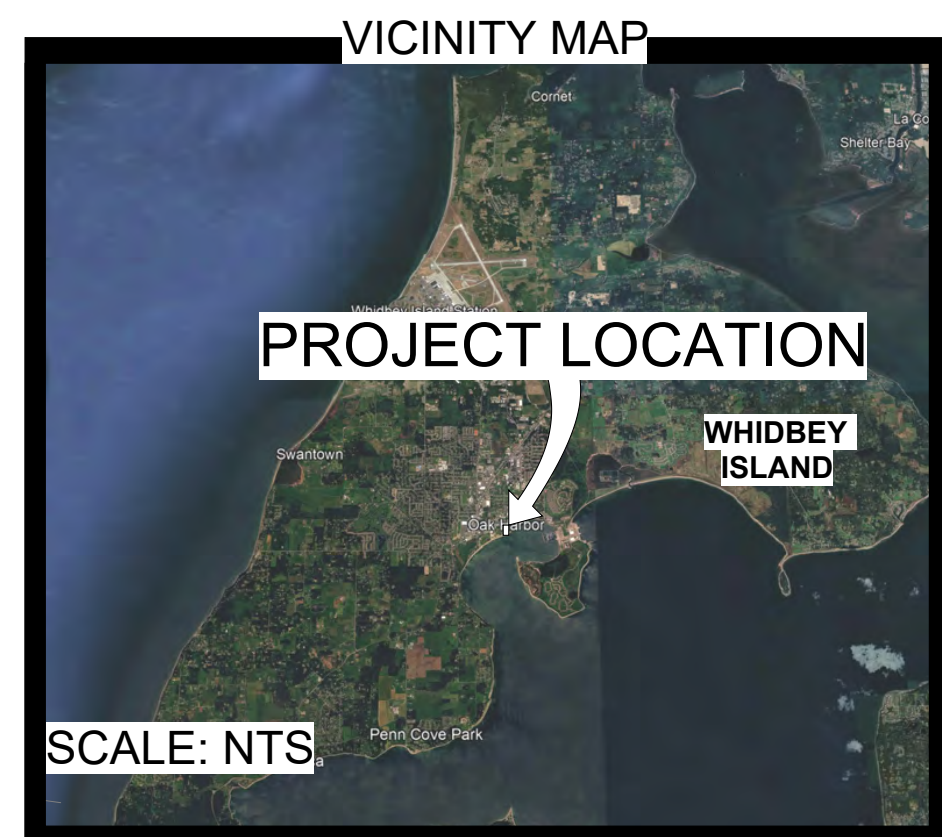
Jennifer Roll
Clerk of the Board

Washington State Contractor's No.

Contractor Federal Tax ID.

BAYSHORE DRIVE IMPROVEMENTS

BID SET:
4/23/2025



DRAWING LIST	
SHEET NUMBER	DRAWING TITLE
GENERAL	
G1	COVER SHEET AND DRAWING INDEX
G2	ABBREVIATIONS & ACCESSIBILITY DIAGRAMS
ARCHITECTURE	
A1	FLOOR DEMO/PATCH PLANS
A2	FLOOR PLANS
A3	FRC PLANS & DOOR TYPES
PLUMBING	
P1	FLOOR PLAN - EXISTING PLUMBING
P2	FIRST FLOOR PLAN - PLUMBING
ELECTRICAL	
ED1	DEMOLITION PLANS
EP1	POWER PLANS

OWNER / DESIGNER
ISLAND COUNTY FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
Ph: 360.678.7870
Web:
<https://www.islandcountywa.gov/Facilities/Pages/Home.aspx>

OCCUPANT LOAD/EXITING

BUSINESS AREAS, B OCCUPANT (OFFICES) 50 GROSS SF PER OCCUPANT

EXIT WIDTH PER DOOR LEAF: 33'/2 = 165 PEOPLE/LEAF

STAIR WIDTH PER PERSON: 0.2"

EXITING WIDTHS

EXIT #1	REQ'D WIDTH: 6"	PROV'D WIDTH: 72"
EXIT #2	REQ'D WIDTH: 3.4"	PROV'D WIDTH: 72"
EXIT #3	REQ'D WIDTH: 2.6"	PROV'D WIDTH: 36"

PROJECT CODE INFORMATION

1. PROJECT TYPE:	REMODEL
2. EXISTING LOT/BUILDING USE:	COMMERCIAL
3. PROPOSED USE(S):	COMMERCIAL
4. OCCUPANCY GROUP:	B
5. FIRE RESISTANCE OF EXTERIOR WALLS (TABLE 601)	1 HOUR
6. MAXIMUM AREA OF EXTERIOR OPENINGS (705.8)	NONE LESS THAN 5 FEET.
7. TYPE OF CONSTRUCTION (TABLE 602)	V FIRE RESISTANT
8. BUILDING AREA	4,728 SQ FT
9. ACTUAL FLOOR AREA	FIRST FLOOR 3,565 SQ.FT. SECOND FLOOR 1,163 SQ. FT.
10. FIRE RESISTIVE REQUIREMENTS (TABLE 601)	
STRUCTURAL FRAME	1
EXTERIOR BEARING WALLS	1
INTERIOR BEARING WALLS	1
EXTERIOR NON-BEARING WALLS	0
INTERIOR NON-BEARING WALLS	0
FLOOR CONSTRUCTION	1
ROOFS	1
SHAFTS (708.2)	UNRATED
STAIRS (1023)	UNRATED
CORRIDORS (TABLE 1020.1)	UNRATED
11. MAXIMUM TRAVEL DISTANCE [TABLE 1006.3.4(2)]	75 FT
12. MAXIMUM COMMON PATH OF TRAVEL (1006.2.1)	100 FT
13. FIRE PROTECTION:	SMOKE AND HEAT DETECTORS, HORNS, FIRE EXTINGUISHERS

ZONING & BUILDING CODE INFORMATION

SITE INFORMATION

SITE ADDRESS: 785 SE BAYSHORE DRIVE
OAK HARBOR, WA 98277

PROPERTY ID: 603289

PARCEL # / GEO ID: S6565-00-00B26-1

PROJECT DESCRIPTION

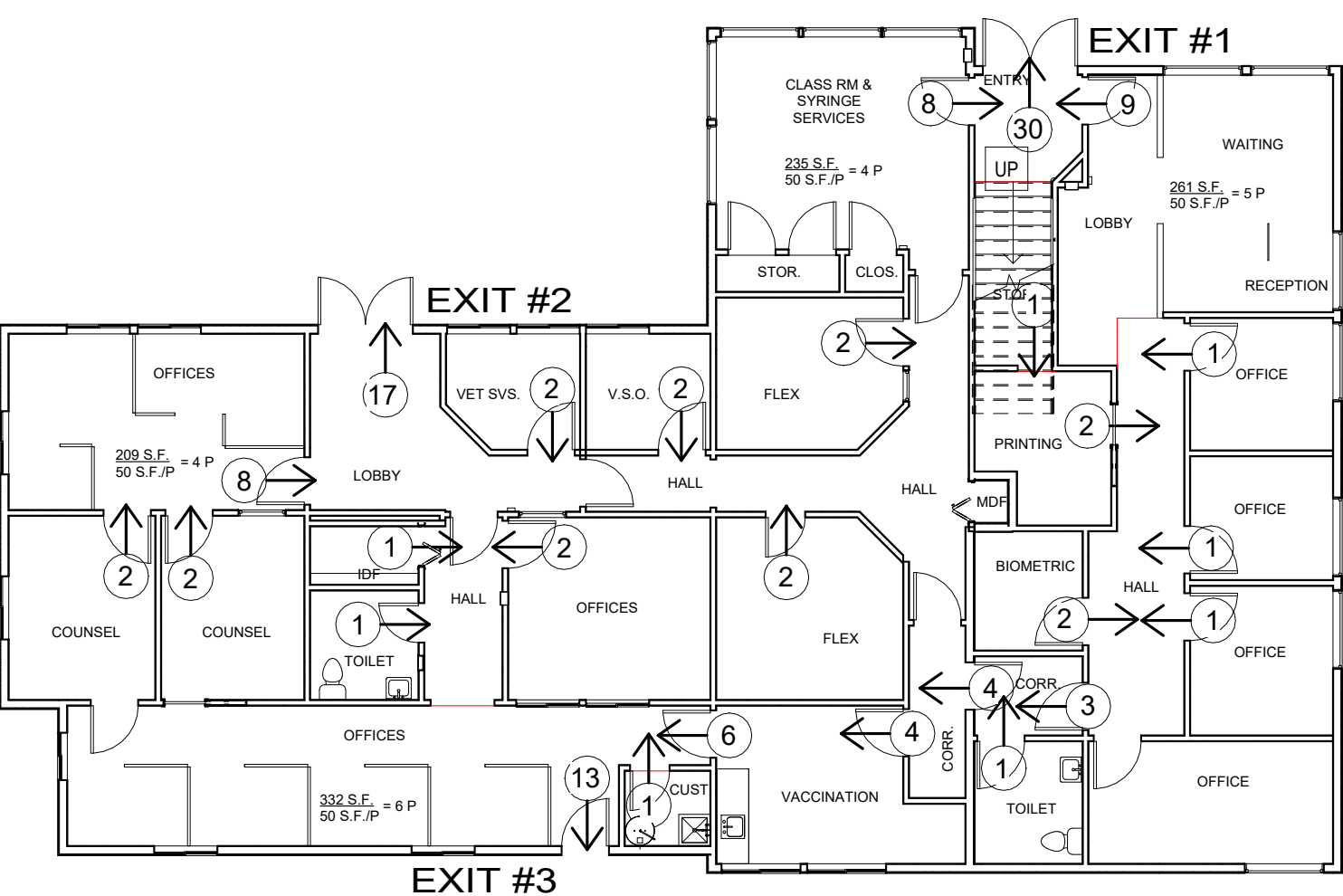
THE PROJECT GENERALLY CONSISTS OF WALL PARTITION REMODEL WORK INSIDE OF A VACATED 2-STORY COMMERCIAL OFFICE BUILDING CONSISTING OF APPROXIMATELY 4,700 SQUARE FEET OF GROSS AREA LOCATED AT SE BAYSHORE DRIVE IN OAK HARBOR, WASHINGTON.

THE BUILDING CONSISTS OF A LIGHT WOOD FRAME STRUCTURE, WALL FRAMING, GABLED ROOF SYSTEM CONSISTING OF WOOD TRUSSES WITH AN ASPHALT SHINGLE ROOFING SYSTEM.

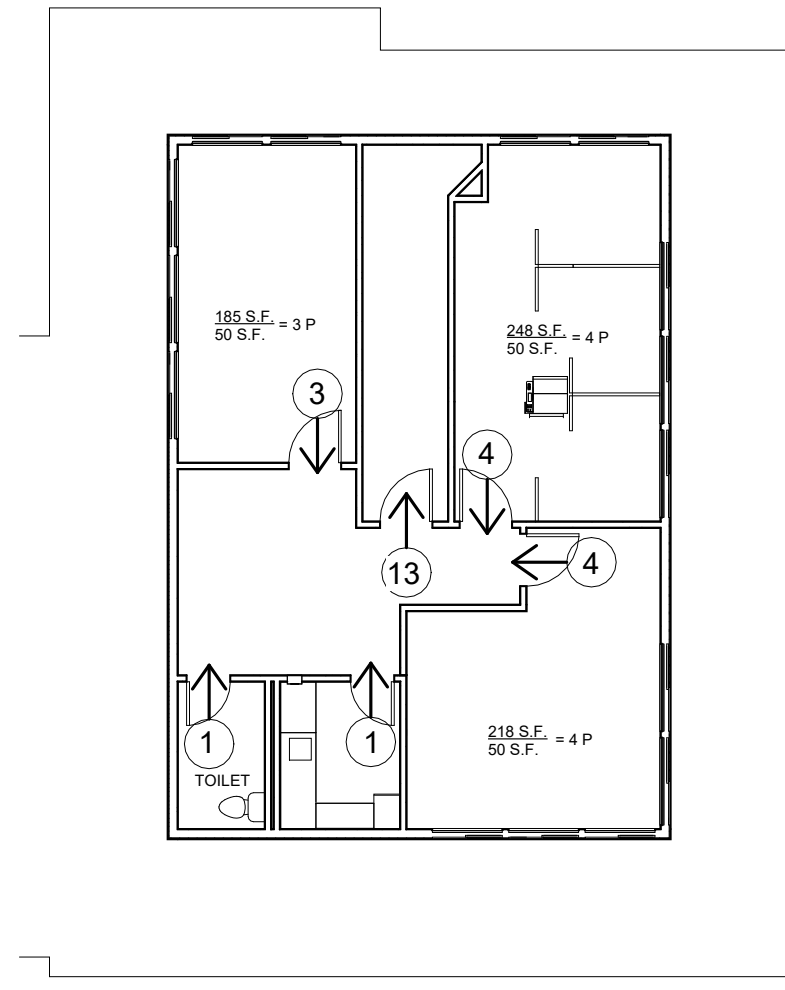
THE RENOVATION IS LIMITED TO NON-STRUCTURAL MINOR INTERIOR MODIFICATIONS ONLY WITHIN THE EXISTING GROSS FLOOR AREA OF THE BUILDING, TO BE OCCUPIED SOLELY BY ISLAND COUNTY PUBLIC SERVICES.

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE (IBC) AND AMENDMENTS
2021 INTERNATIONAL MECHANICAL CODE (IMC) AND AMENDMENTS
2021 INTERNATIONAL FUEL GAS CODE (IFGC) AND AMENDMENTS
2021 INTERNATIONAL FIRE CODE (IFC) AND AMENDMENTS
2021 UNIFORM PLUMBING CODE (UPC) AND AMENDMENTS
2020 NATIONAL ELECTRIC CODE (NEC) AND AMENDMENTS
2021 WASHINGTON STATE ENERGY CODE (WSEC)
2021 WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE (VIAQ)
ICC/ANSI A117.1-2009



3 FIRST FLOOR CODE PLAN
1" = 10'-0"



4 SECOND FLOOR CODE PLAN
1" = 10'-0"

BAYSHORE DRIVE IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project	n/a
architect	
project manager	dk
drawn	dnk
checked by	rb
project number	24-11

revisions	
no.	description

project issue date: 2025-4-23

COVER SHEET AND DRAWING INDEX

G1

ARCHITECTURAL ABBREVIATIONS

AP	ACOUSTICAL PANEL
APPROX	APPROXIMATE(LY)
ARCH	ARCHITECT / ARCHITECTURAL
BLDG	BUILDING
BLK	BLOCK
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACT(OR)
CPT	CARPET
CSK	COUNTERSINK
CSMT	CASEMENT
CT	CERAMIC TILE
CTR	CENTER(ED)
DN	DOWN
DR	DOOR
DS	DOWNSPOUT
DWG	DRAWING
DWR	DRAWER
EA	EACH
EHD	ELECTRIC HAND DRYER
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
ENCL	ENCLOSURE
ENGR	ENGINEER
EX	EXISTING
EXT	EXTERIOR
EXTR	EXTRUDED
FIN	FINISH
FIN FLR	FINISH FLOOR
FIN GR	FINISH GRADE
FLG	FLASHING
FLR	FLOOR
FRC	FLOOR REFLECTED CEILING
GEN	GENERAL
GL	GLASS
GWB	GYPSUM WALLBOARD
GYP	GYPSUM
HB	HOSE BIB
HORIZ	HORIZONTAL
HR	HOUR
HT / H	HEIGHT
HTG	HEATING
HVAC	HEATING, VENTILATION AND AIR CONDITIONING
IBC	INTERNATIONAL BUILDING CODE
ID	INSIDE DIAMETER
IHM	INSULATED HOLLOW METAL
IN	INCH
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
INV	INVERT
JAN	JANITOR
JST	JOIST
JT	JOINT
KPL	KICK PLATE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
ST	STAIN
STD	STANDARD
STL	STEEL
STO	STORAGE
STRUC	STRUCTURE / STRUCTURAL
SUBST	SUBSTRATE
SUSP	SUSPEND(ED)
SV	SHEET VINYL
TYP	TYPICAL
TZ	TERRAZZO
W	WEST / WIDTH
WI	WITH
WIO	WITHOUT
WB	WOOD BASE
WC	WATER CLOSET
WOD	WOOD
WDO	WINDOW

FIGURE 602.5
DRINKING FOUNTAIN SPOUT LOCATION

FIGURE 604.2
WATER CLOSET LOCATION

FIGURE 604.3.1
SIZE OF CLEARANCE AT WATER CLOSETS

FIGURE 604.5.1
SIDE WALL GRAB BAR AT WATER CLOSETS

FIGURE 604.5.2
REAR WALL GRAB BAR AT WATER CLOSETS

ADA CHAPTER 6 PLUMBING ELEMENTS
1/2" = 1'-0"

ADA CHAPTER 4
1/4" = 1'-0"

FIGURE 703.2.5
HEIGHT OF RAISED CHARACTERS

FIGURE 703.3.2
POSITION OF BRAILLE

FIGURE 703.4.1
HEIGHT OF TACTILE CHARACTERS ABOVE FINISH FLOOR OR GROUND

FIGURE 703.4.2
LOCATION OF TACTILE SIGNS AT DOORS

FIGURE 703.4.2
LOCATION OF TACTILE SIGNS AT DOORS

ADA CHAPTER 7 COMMUNICATIONS
1/2" = 1'-0"

SIGNALS, OPERATORS, AND SURFACE HEIGHTS
1/4" = 1'-0"



BAYSHORE DRIVE IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project	architect	n/a
project	manager	dk
drawn	Author	
checked by	Checker	
project number	24-11	
revisions		
no.	description	date

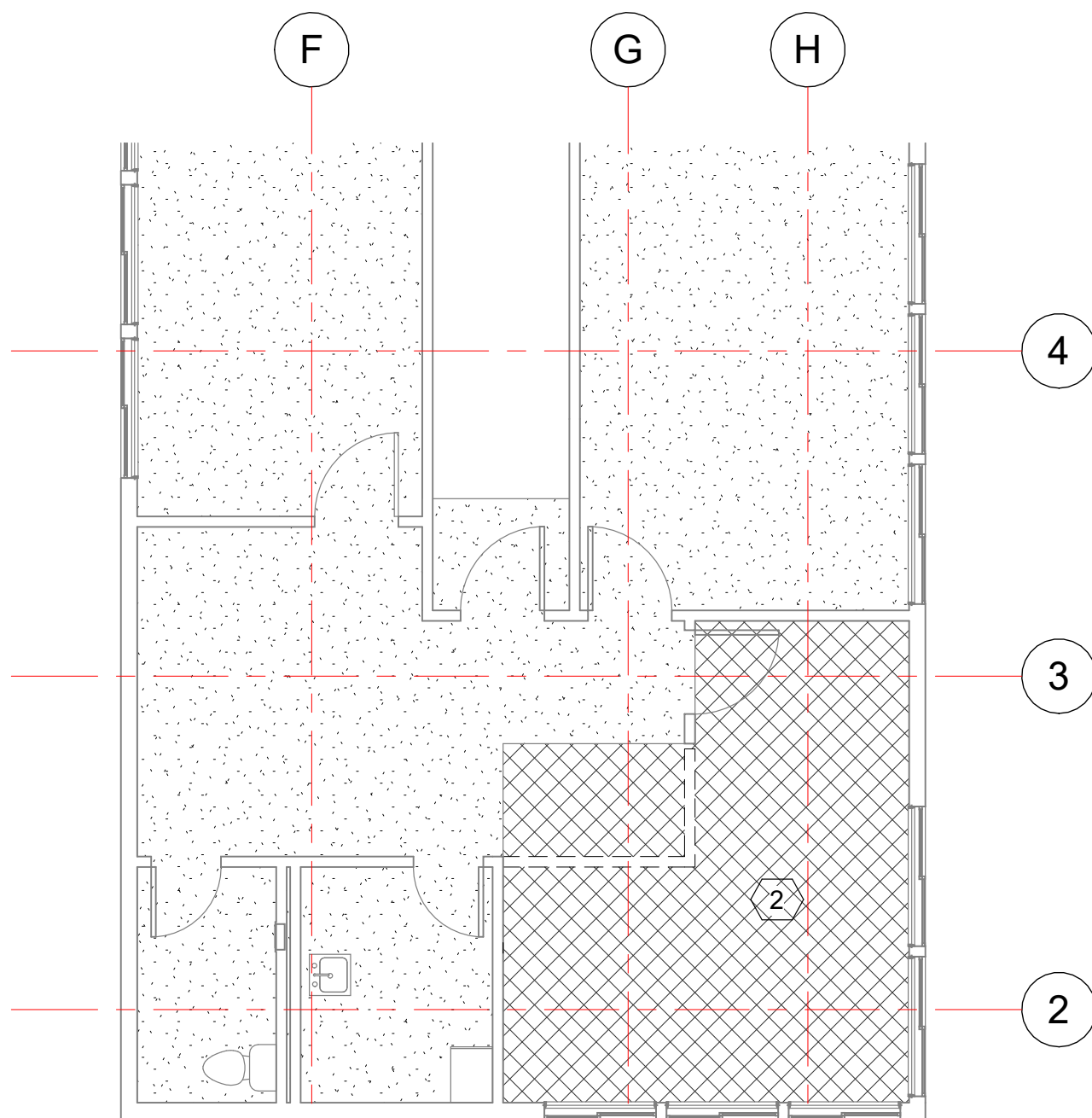
BID SET

project issue date: 2025-4-23

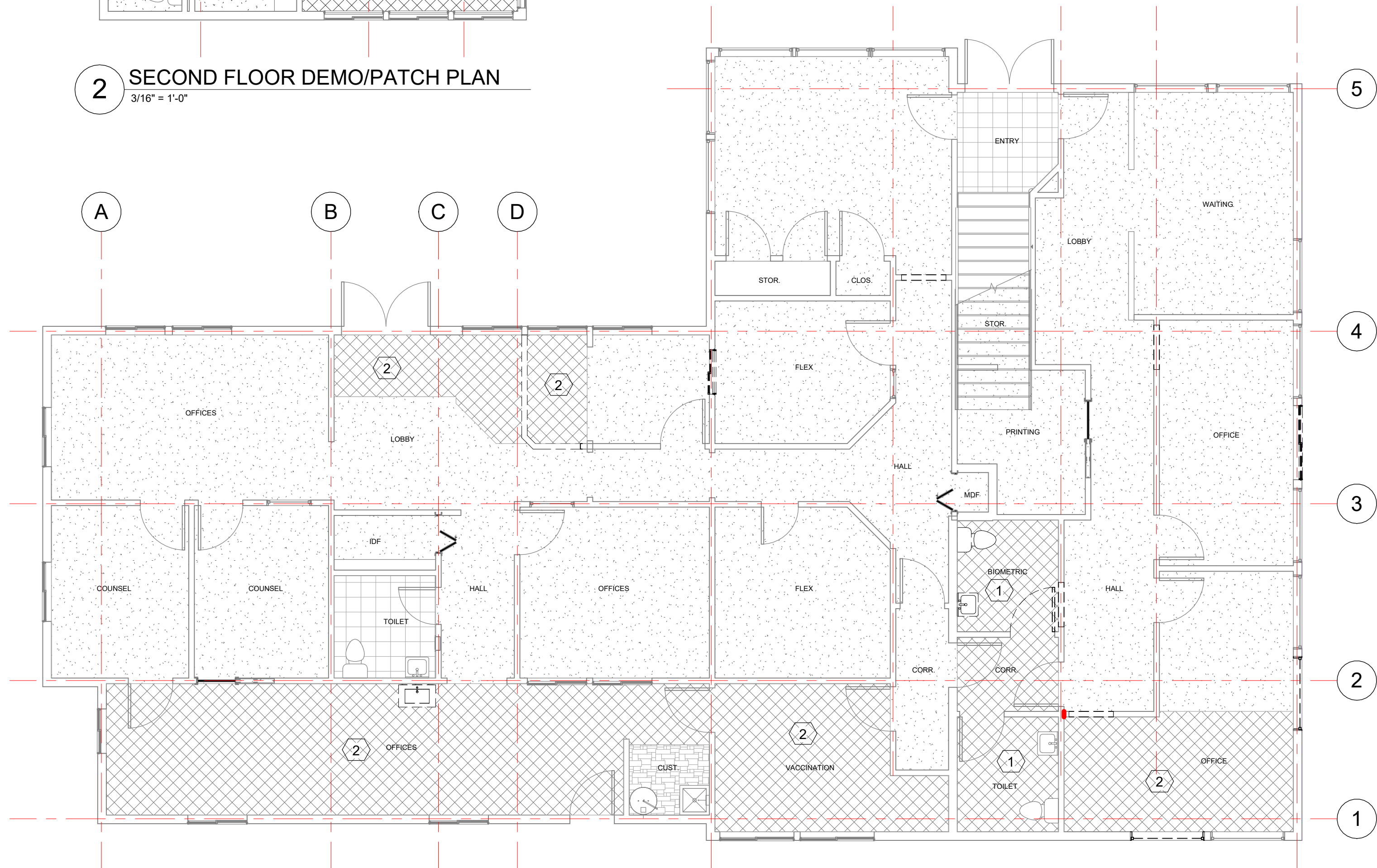
ABBREVIATIONS & ACCESSIBILITY DIAGRAMS

G2

Sheet No. Issue date: 12/27/24



2 SECOND FLOOR DEMO/PATCH PLAN
3/16" = 1'-0"



1 FIRST FLOOR DEMO/PATCH PLAN
3/16" = 1'-0"

GENERAL NOTES - DEMOLITION

- 1. CONTRACTOR RESPONSIBILITIES:
 - MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY STANDARDS (i.e. OSHA AND WSHA).
- 2. CONTRACTOR IS RESPONSIBLE FOR PROPERLY REMOVING & DISPOSING OF EXIST BUILDING MATERIALS THAT MAY CONTAIN ASBESTOS. OWNER WILL PROCURE ASBESTOS MITIGATION REPORT FOR PROCEDURES AND LOCATIONS.
- 3. PROTECT ALL EXISTING CONSTRUCTION, ITEMS TO REMAIN, AND ITEMS TO BE SALVAGED.
- 4. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS TO VERIFY THE EXTENT OF DEMOLITION & CRITICAL DIMENSIONS PRIOR TO BID.
- 5. PATCH AND REPAIR ALL WALLS AND FLOORS ADJACENT TO DEMOLITION OR EQUIPMENT REMOVAL TO MATCH EXISTING ADJACENT SURFACES.
- 6. ROOM NAMES SHOWN ON THIS PLAN ARE EXISTING AND ONLY PERTAIN TO THE DEMOLITION PLANS.
- 7. REMOVE WALL BASE THROUGHOUT CONSTRUCTION AREA UNO.

KEYNOTES - DEMOLITION

- 1. REMOVE EXISTING RESILIENT FLOOR COVERING & ADHESIVE. PREPARE SUBSTRATE TO RECEIVE NEW FLOOR FINISHES.
- 2. REMOVE EXISTING CARPET, WALL BASE & ADHESIVE, PREPARE SUBSTRATE TO RECEIVE NEW FLOOR FINISHES.

DEMOLITION LEGEND

	EXISTING WALL TO REMAIN
	EXISTING BRICK MASONRY WALL OR CMU WALL TO REMAIN
	EXISTING WALL TO BE REMOVED. WALLS REMOVED FROM FLOOR TO STRUCTURE, TYP UNO. COLUMNS IN WALLS TO REMAIN UNO. VERIFY W/ STRUCT
	EXISTING DOOR, FRAME AND HARDWARE TO BE REMOVED, INCLUDING EXIST ALUMINUM FLOOR TRANSITIONS & THRESHOLD EXTENSIONS WHERE OCCURRING, UNO
	EXISTING RELIGHT/WINDOW AND FRAME TO BE REMOVED
	EXISTING CASEWORK, EQUIPMENT OR OTHER BUILDING COMPONENT TO BE REMOVED
	EXIST FLOORING TO BE REMOVED. PREPARE SUBSTRATE DECK TO RECEIVE NEW FLOOR FINISHES



BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project architect	n/a
project manager	dk
drawn	dnk
checked by	rb
project number	24-11

revisions	
no.	description

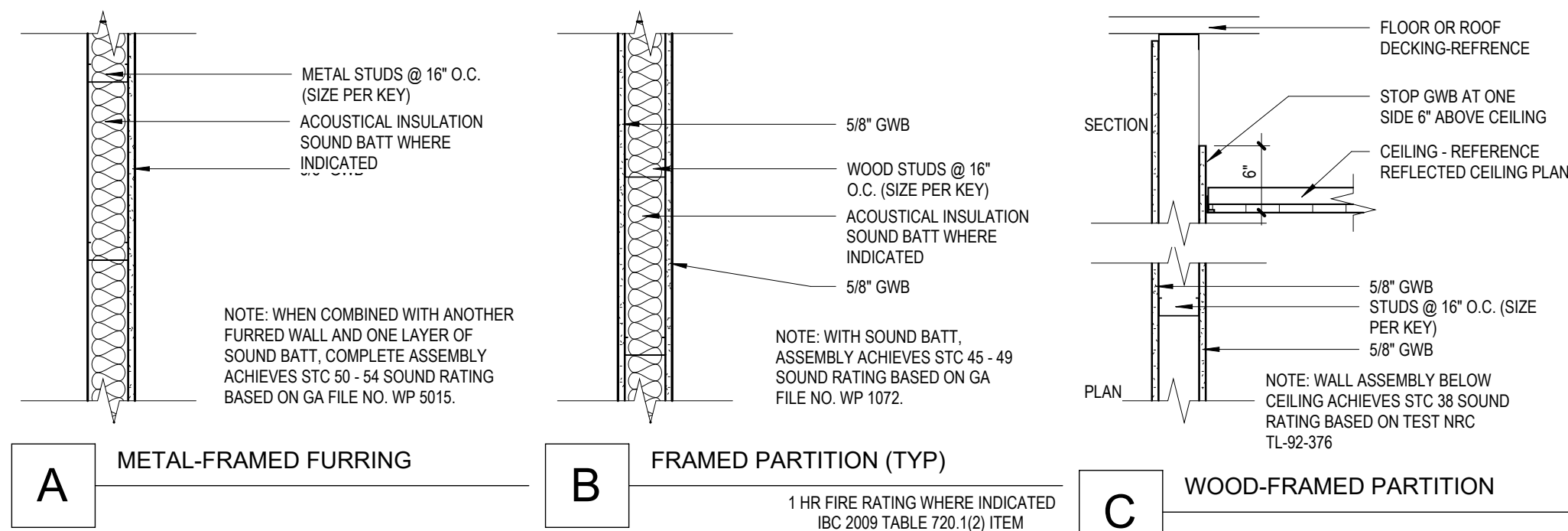
BID SET

project issue date: 2025-4-23

FLOOR
DEMO/PATCH
PLANS

A1

sheet re-issue date: 09/26/22



LEGEND

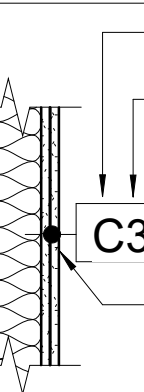
METAL STUD
SIZE KEY:

- 1 = 1 5/8" INCHES
- 2 = 2 1/2" INCHES
- 3 = 3 5/8" INCHES
- 4 = 4" INCHES
- 5 = 6" INCHES
- 6 = 8" INCHES
- 8 = 8" INCHES
- 10 = 10" INCHES
- 12 = 12" INCHES

WOOD STUD
SIZE KEY:

ALL WOOD STUD
WALL TYPES ARE "W"

ASSEMBLY
TYPE SYMBOL:



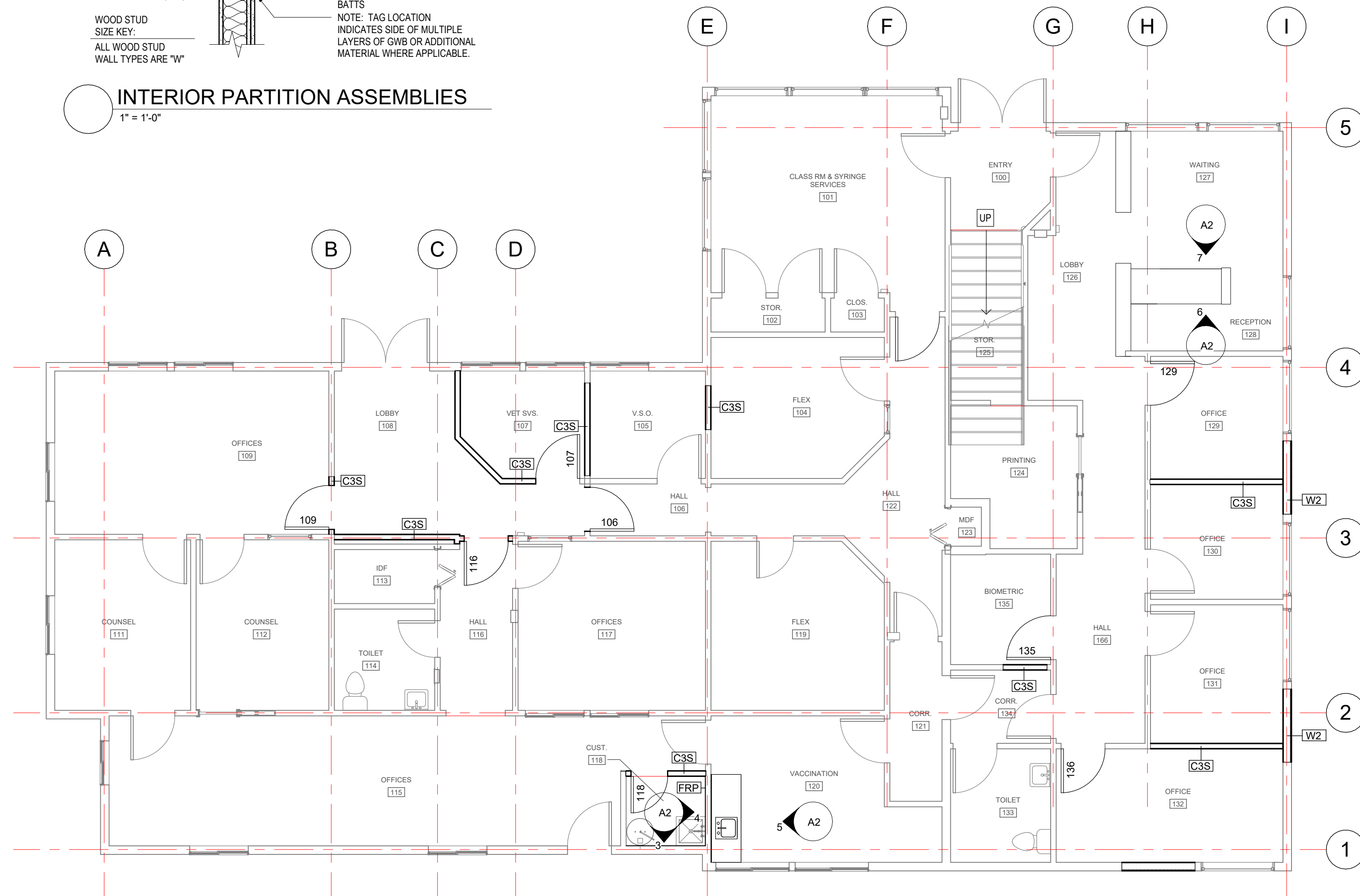
ASSEMBLY LETTER
CODE
STUD SIZE WIDTH PER KEY OR
CONCRETE OR CMU THICKNESS
"S" INDICATES
INCLUSION OF
ACOUSTICAL
INSULATION SOUND
BATTS
NOTE: TAG LOCATION
INDICATES SIDE OF MULTIPLE
LAYERS OF GWB OR ADDITIONAL
MATERIAL WHERE APPLICABLE.

ASSEMBLY NOTES

1. PROVIDE SOUND BATT INSULATION AND ACOUSTIC SEALANT AT ALL INTERIOR PARTITIONS INDICATED TO HAVE GWB FULL-HEIGHT TO STRUCTURE. REFER TO HEAD OF WALL DETAILS REFERENCE SHEETS. PROVIDE SOUND BATT INSULATION & ACOUSTICAL SEALANT AT WALL HEAD AND SILL TRACKS. SEAL ALL PENETRATIONS AND INTERSECTIONS OF DIFFERENT MATERIALS.

INTERIOR PARTITION ASSEMBLIES

1" = 1'-0"

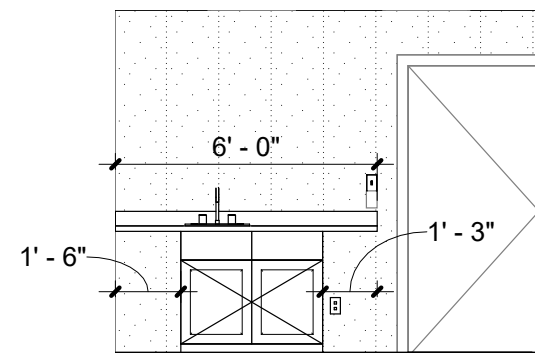


1 FIRST FLOOR PLAN

3/16" = 1'-0"

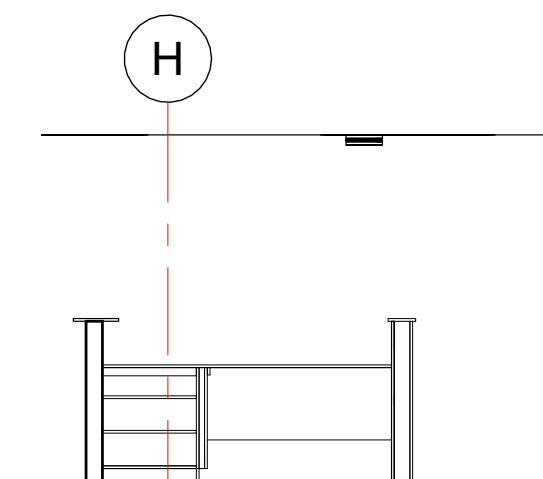
5 120 LAB & BIOMETRIC - WEST

1/4" = 1'-0"



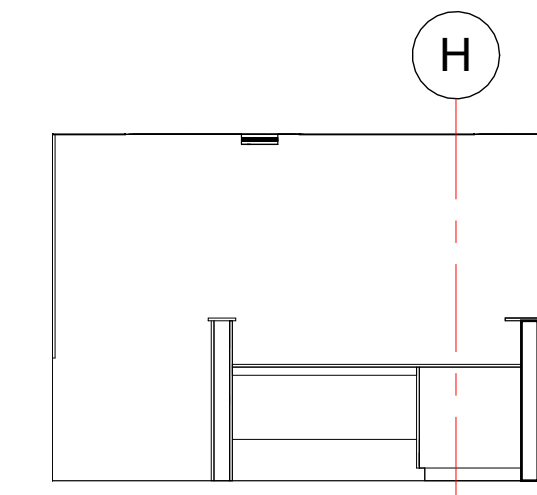
6 128 RECEPTION - SOUTH

1/4" = 1'-0"



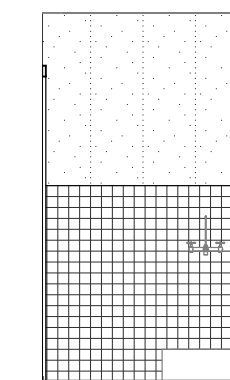
7 128 RECEPTION - NORTH

1/4" = 1'-0"



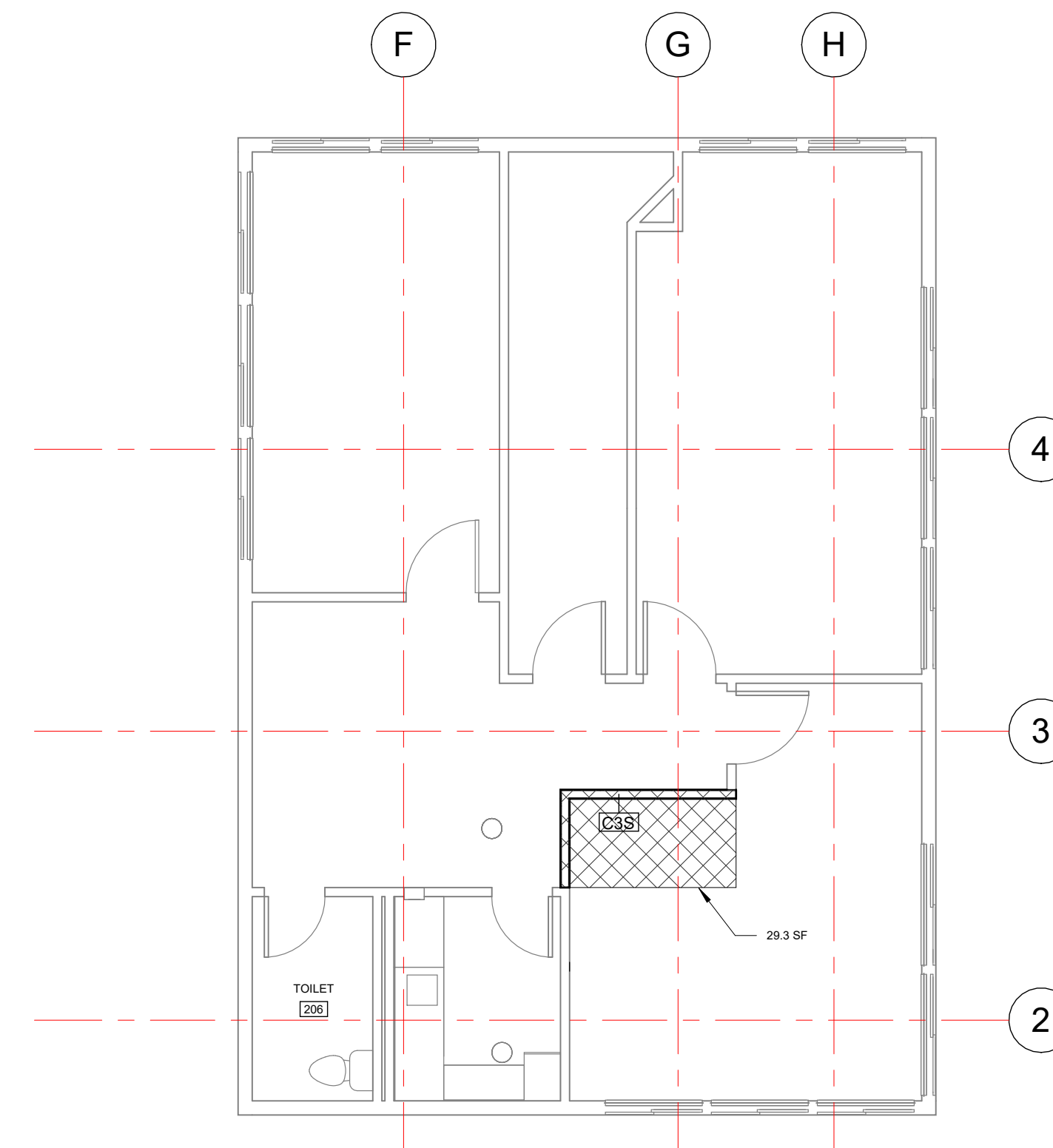
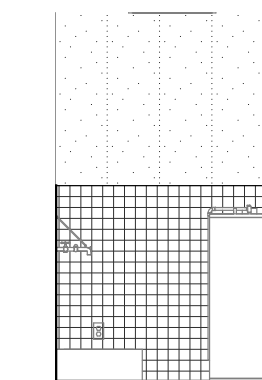
4 118 CUSTODIAL - EAST

1/4" = 1'-0"



3 118 CUSTODIAL - SOUTH

1/4" = 1'-0"



2 SECOND FLOOR PLAN

3/16" = 1'-0"

GENERAL NOTES - FLOOR PLAN

- ALL NEW DOORS FRAMES AT 4" FROM ADJACENT WALL UNO.



BAYSHORE DRIVE IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project architect	n/a
project manager	dk
drawn	Author
checked by	Checker
project number	24-11

revisions	
no.	description

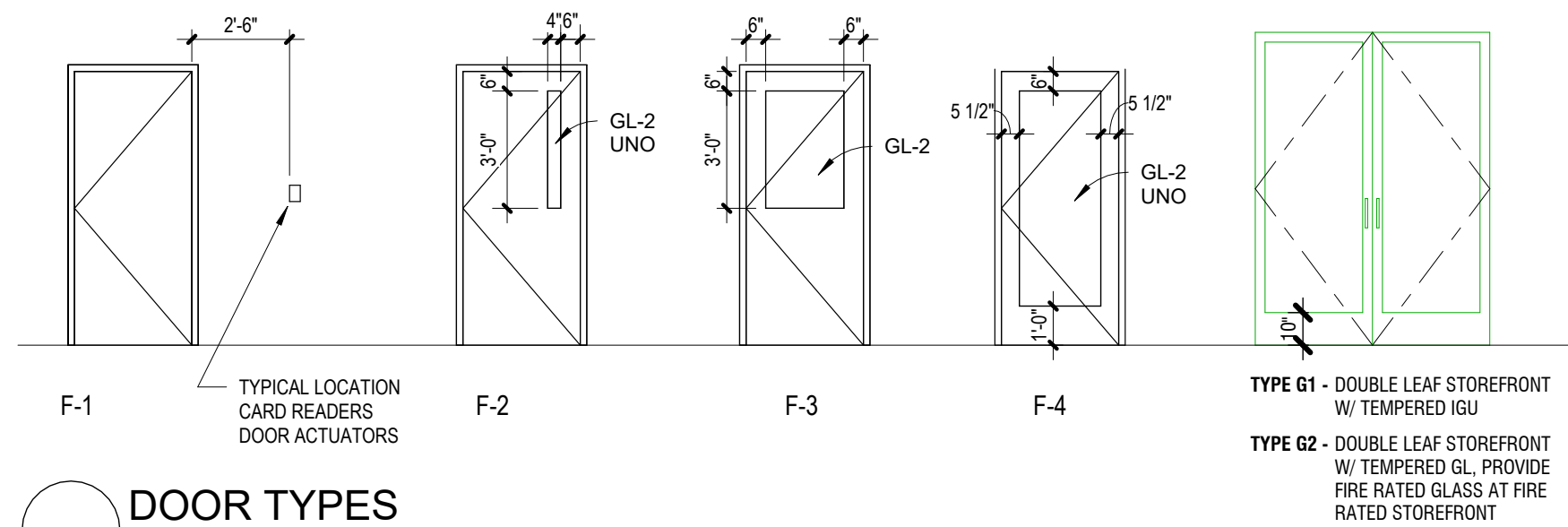
BID SET

project issue date: 2025-4-23

FLOOR PLANS

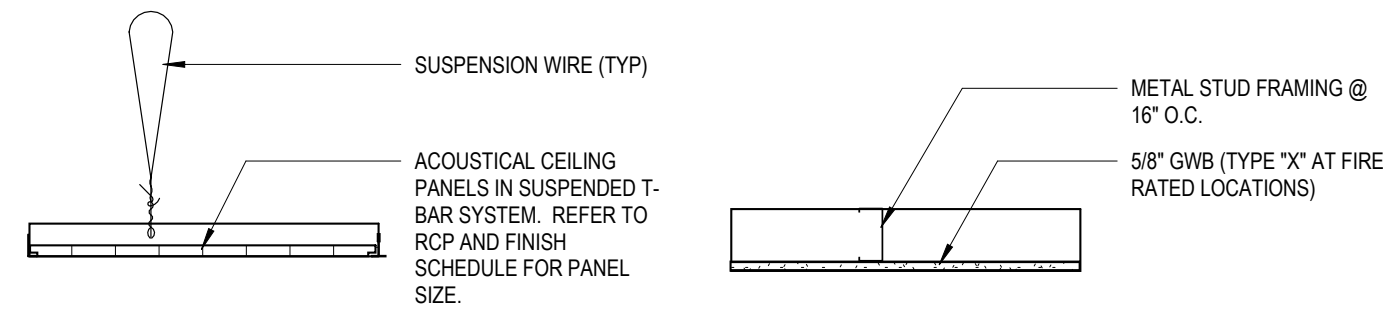
A2

sheet re-issue date: 12/18/24

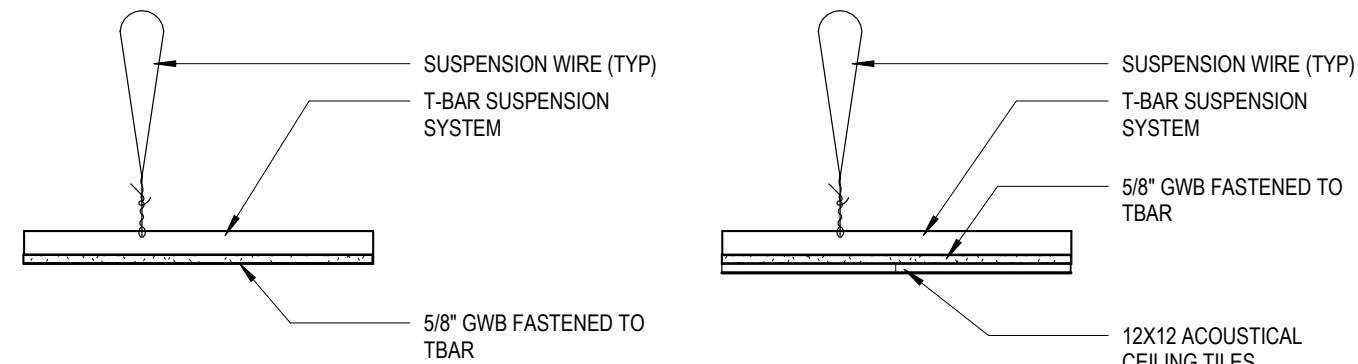


DOOR TYPES
1/4" = 1'-0"

DOOR AND FRAME SCHEDULE									
NUMBER	DOORS					FRAMES		HARDWARE GROUP	REMARKS
	MATL	FINISH	TYPE	SIZE		TYPE	MATL		
				WIDTH	HEIGHT				
EX LEVEL 1									
106				36"	80"				
107	WD		F1	36"	80"				
109	WD		F1	36"	80"				
116				36"	80"				
117				36"	80"				
118	WD		F1	30"	84"				
129	WD		F1	36"	80"				
135	WD		F1	36"	80"				
136	WD		F1	36"	80"				

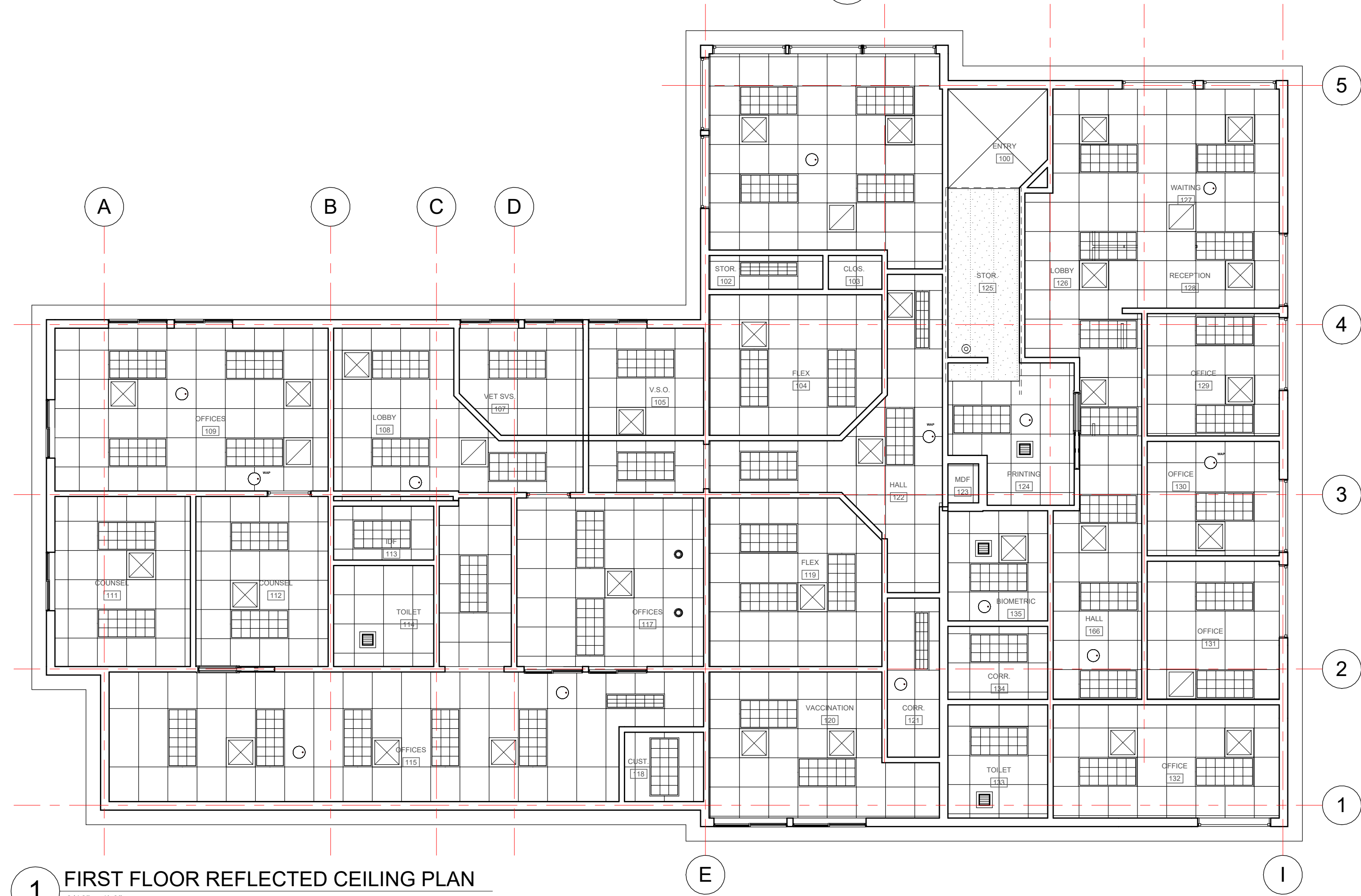


3 SUSPENDED ACOUSTICAL CEILING
4 METAL STUD FRAMED GWB CEILING
1 HR FIRE RATING WHERE INDICATED
NOTE: WHEN COMBINED WITH FLOOR ABOVE CONSISTING OF 3" METAL DECKING AND 2 1/2" CONCRETE, COMPLETE ASSEMBLY ACHIEVES 1-HR FIRE RATING PER GA-600 FIRE RESISTANCE MANUAL GA FILE NO. FC 1105



5 SUSPENDED GWB CEILING
5A SUSPENDED GWB CEILING WITH ACOUSTICAL CEILING TILE

HORIZONTAL ASSEMBLIES
1" = 1'-0"

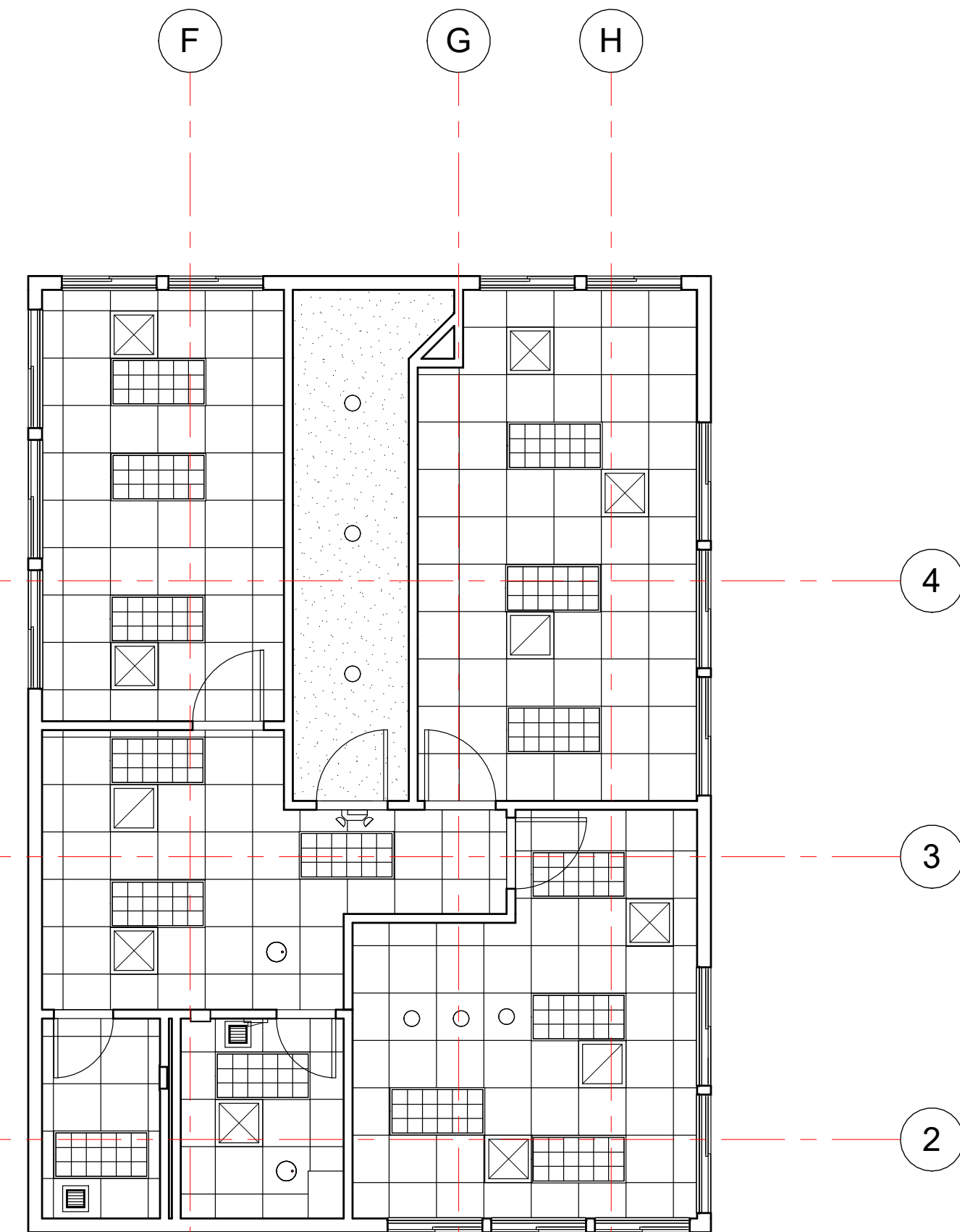
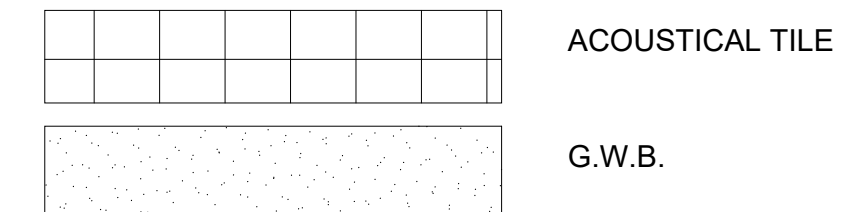


1 FIRST FLOOR REFLECTED CEILING PLAN
3/16" = 1'-0"

GENERAL NOTES - CEILING

- ALL HEIGHTS LISTED ARE ABOVE FINISHED FLOOR (AFF) UNO.
- ALL GYP BD WALLS & SOFFITS EXPOSED TO VIEW &/OR ADJACENT TO CEILING CLOUDS SHALL BE PAINTED TO UNDERSIDE OF STRUCTURE. MATCH COLOR OF GYP BD HORIZ SURFACE TO VERT SURFACE UNO.
- SEE FINISH SCHEDULE AND LEGEND FOR SPECIFICATIONS ON CEILING MATERIALS AND FINISHES.
- WALLS TYPICALLY EXTEND FULL HEIGHT TO STRUCTURE, UNO. REFER TO A2 FOR TOP OF WALL DETAIL TO MAINTAIN ACOUSTICAL SEPERATION.

LEGEND - CEILING PLAN



2 SECOND FLOOR REFLECTED CEILING PLAN
3/16" = 1'-0"



BAYSHORE DRIVE IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project architect	n/a
project manager	dk
drawn	dk
checked by	rb
project number	24-11

revisions	
no.	description

BID SET

project issue date: 2025-4-23

FRC PLANS & DOOR TYPES

A3

sheet re-issue date: 12/11/24



**BAYSHORE DRIVE
IMPROVEMENTS**

785 SE Bayshore Dr.
Oak Harbor, WA 98277

**Island County
Administrative Services**

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870



project	architect	n/a
project	manager	dk
drawn	Author	
checked by	Checker	
project number	24-11	

revisions	
no.	description

BID SET

project issue date: 2025-4-23

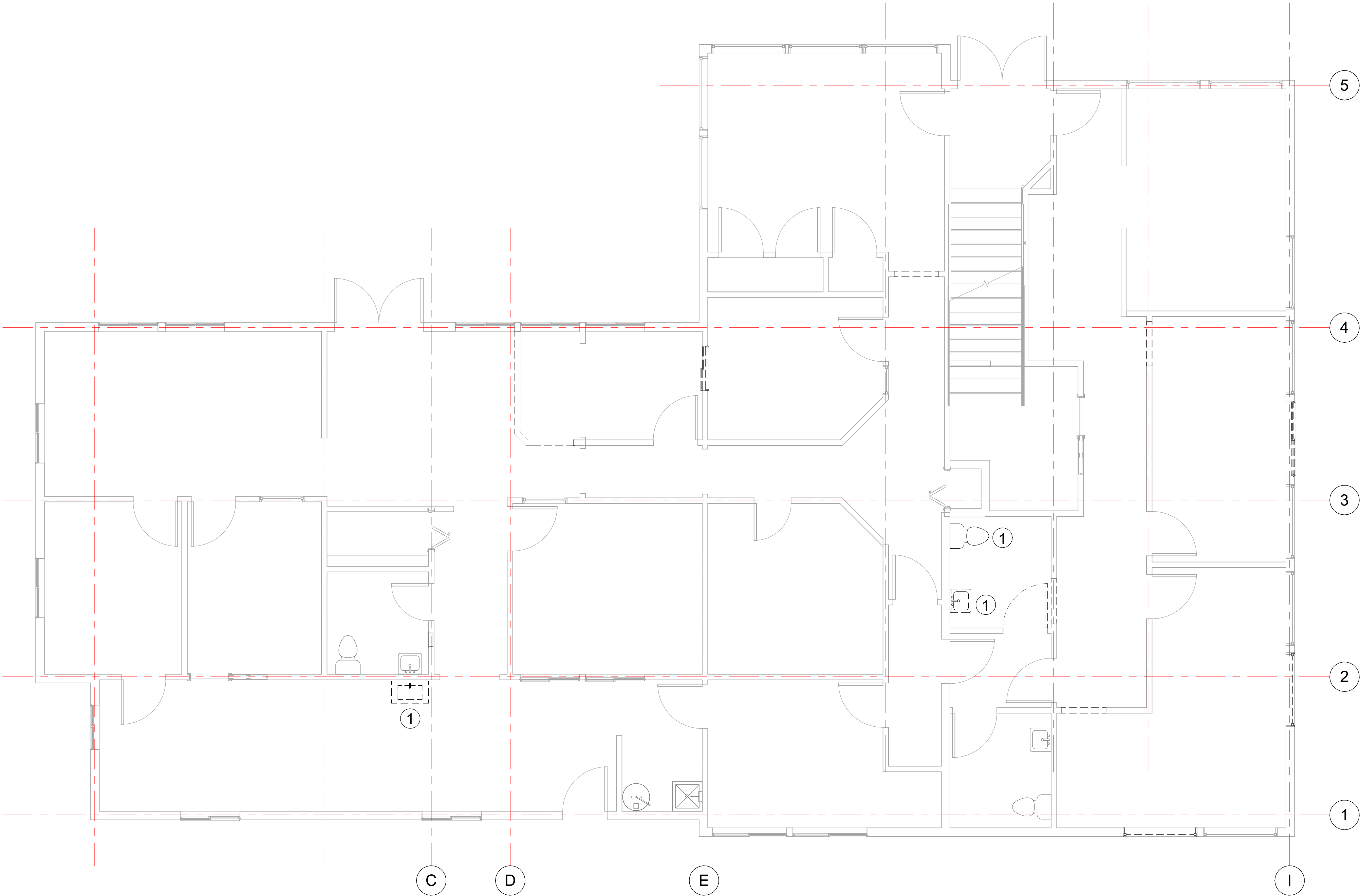
**FLOOR PLAN -
EXISTING
PLUMBING**

P1

sheet re-issue date: 10/05/22

DEMOLITION KEYNOTE

- ① (E) FIXTURE TO BE REMOVED, CUT AND CAP (E)
SUPPLY PIPING AT MAINS ABOVE CEILING SPACE AND
CUT AND CAP WASTE/VENT PIPING BELOW FLOOR
SURFACE. PATCH AND MATCH FLOORING TO
ADJACENT SURFACES.



1 FIRST FLOOR PLAN - EXISTING PLUMBING
1/4" = 1'-0"



BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870



project	architect	n/a
project	manager	dk
drawn	Author	
checked by	Checker	
project number	24-11	

revisions		
no.	description	date

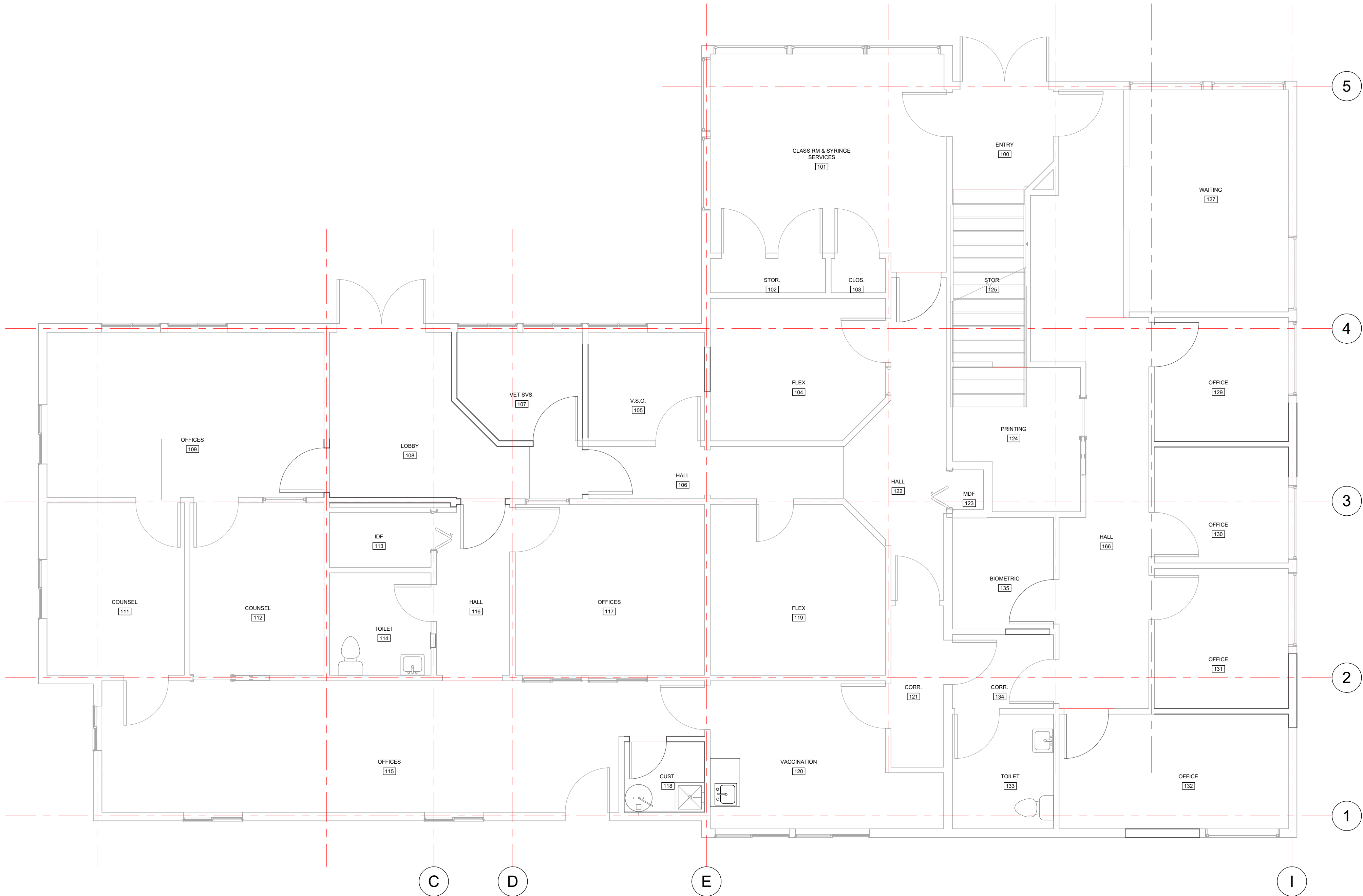
BID SET

project issue date: 2025-4-23

FIRST FLOOR PLAN -
PLUMBING

P2

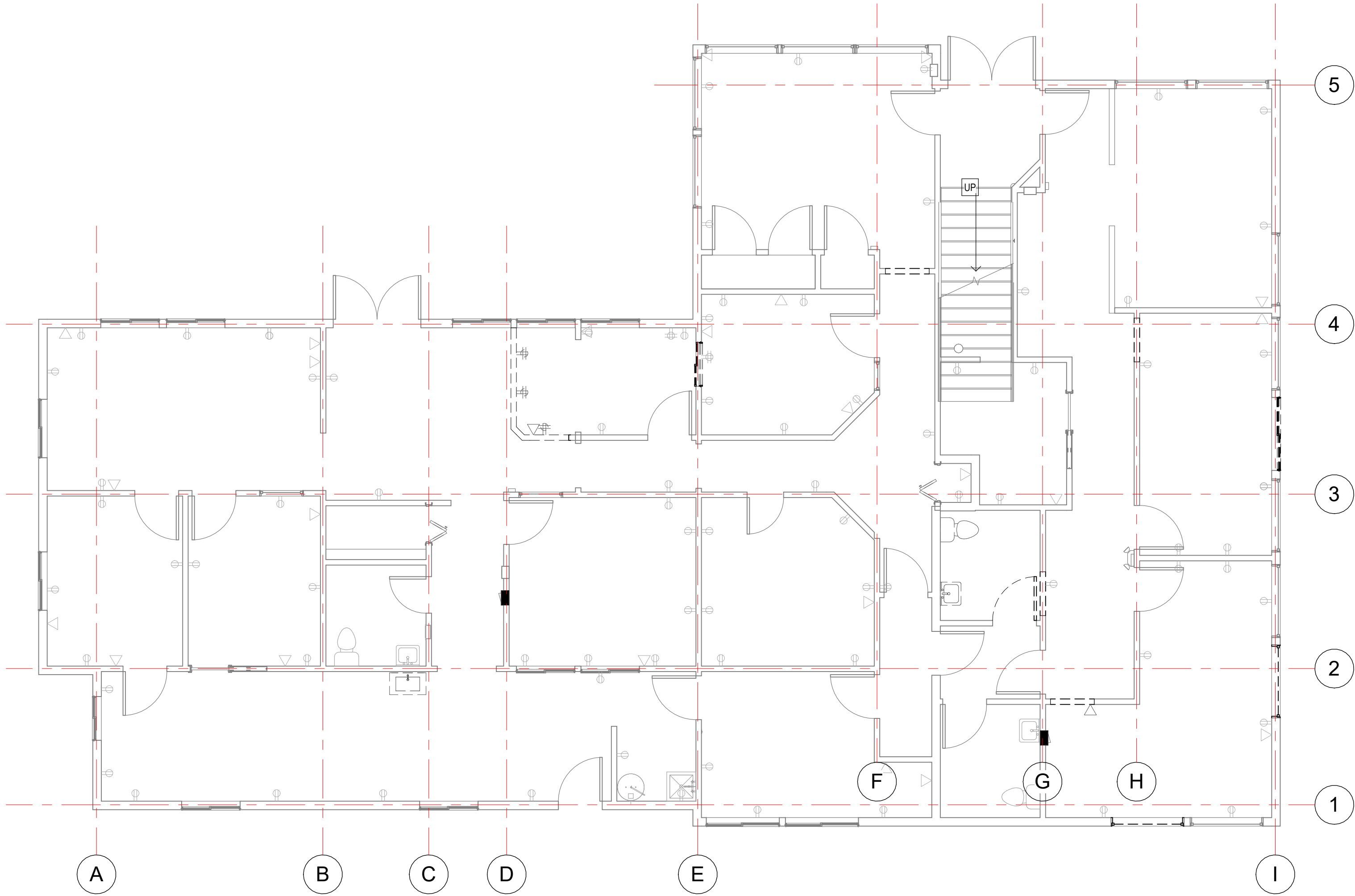
sheet re-issue date: 04/17/25



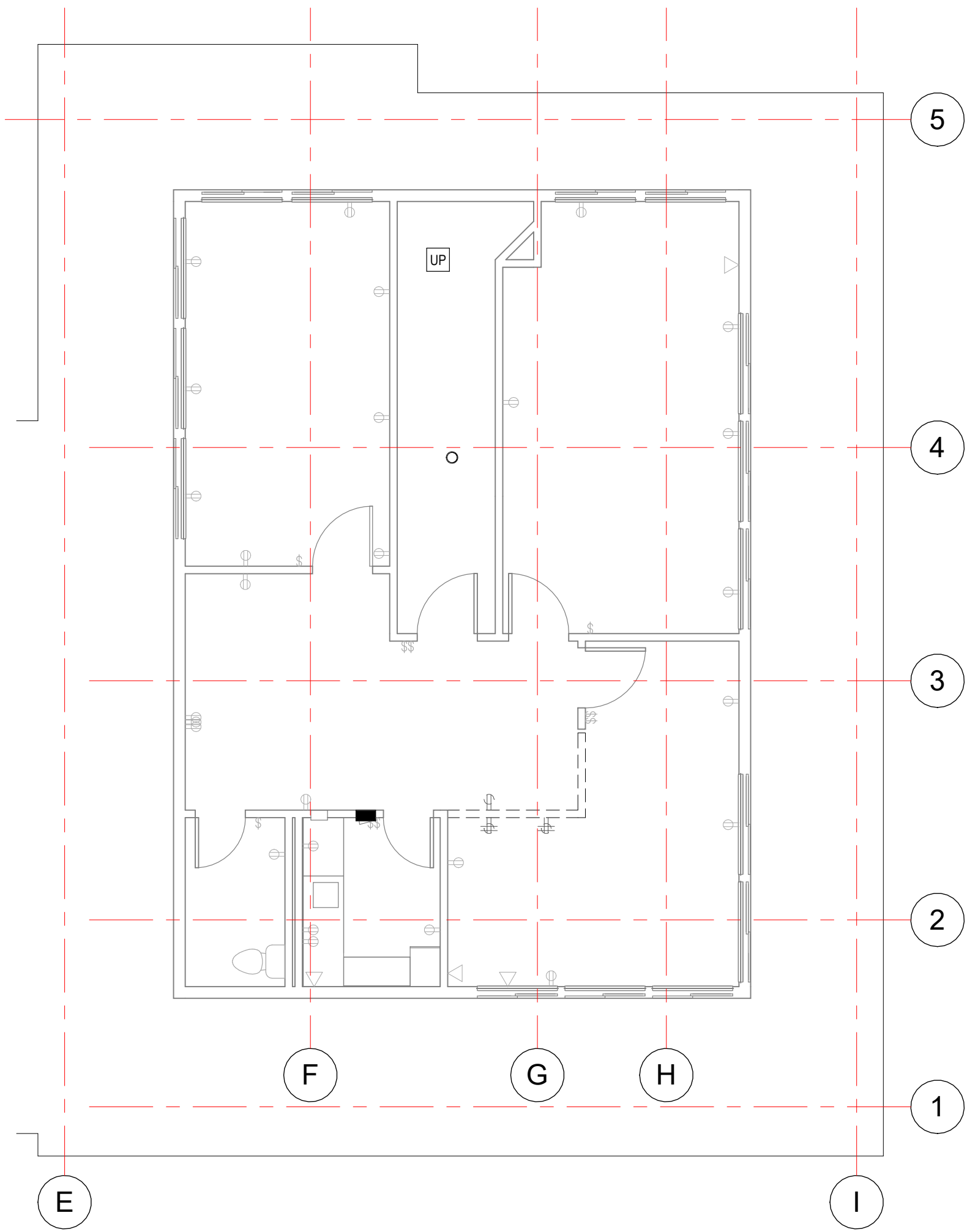
1 FIRST FLOOR PLAN - PLUMBING
1/4" = 1'-0"

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE CURRENT NEC AS THE STATE OF WASHINGTON AND LOCAL AUTHORITY HAVING JURISDICTION. ADOPTED BY



1 FIRST FLOOR DEMOLITION PLAN
3/16" = 1'-0"



2 SECOND FLOOR DEMOLITION PLAN
3/16" = 1'-0"

BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870



project	architect	n/a
project	manager	dk
drawn	Author	
checked by	Checker	
project number	24-11	

revisions	
no.	description

BID SET

project issue date: 2025-4-23

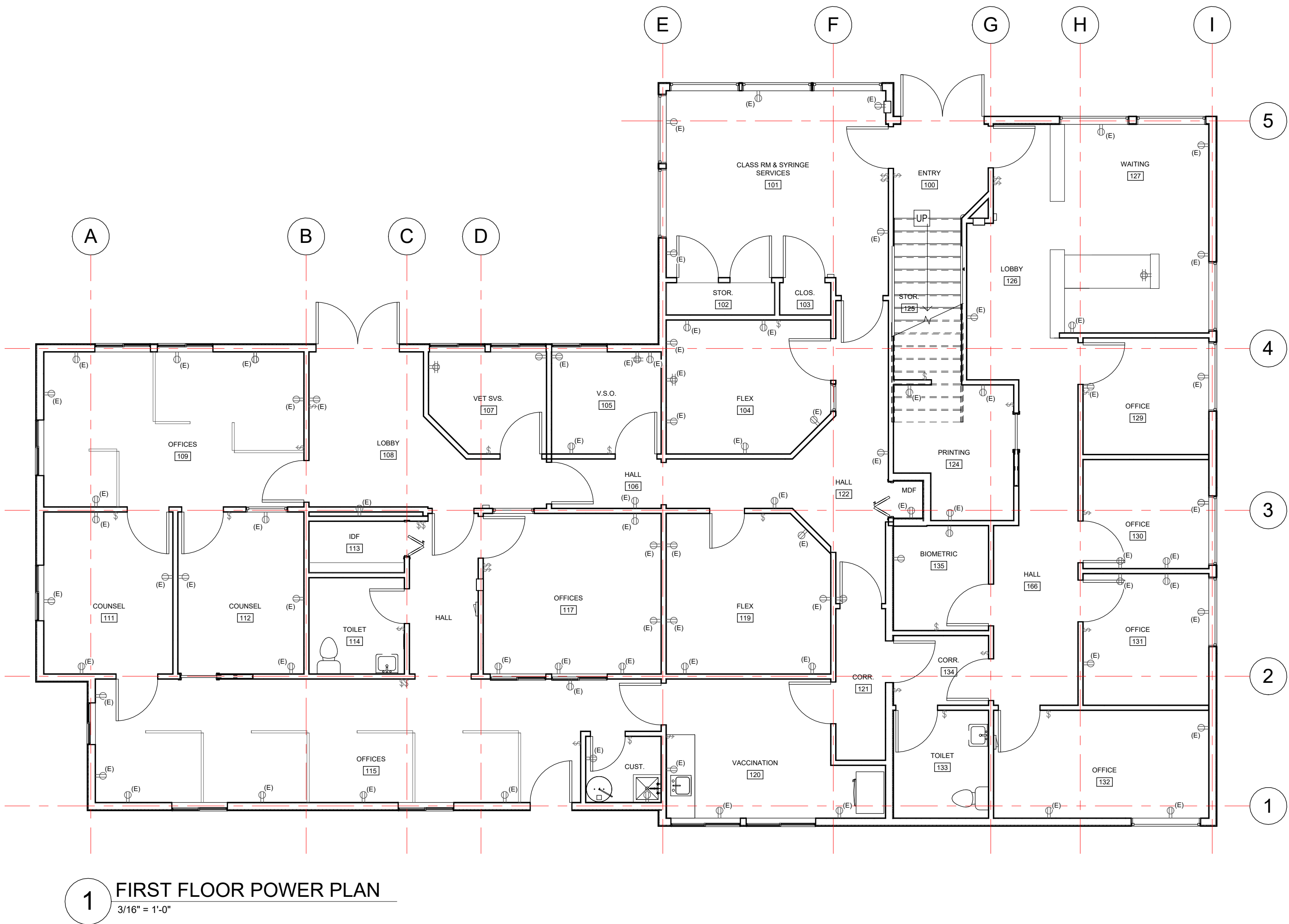
DEMOLITION
PLANS

ED1

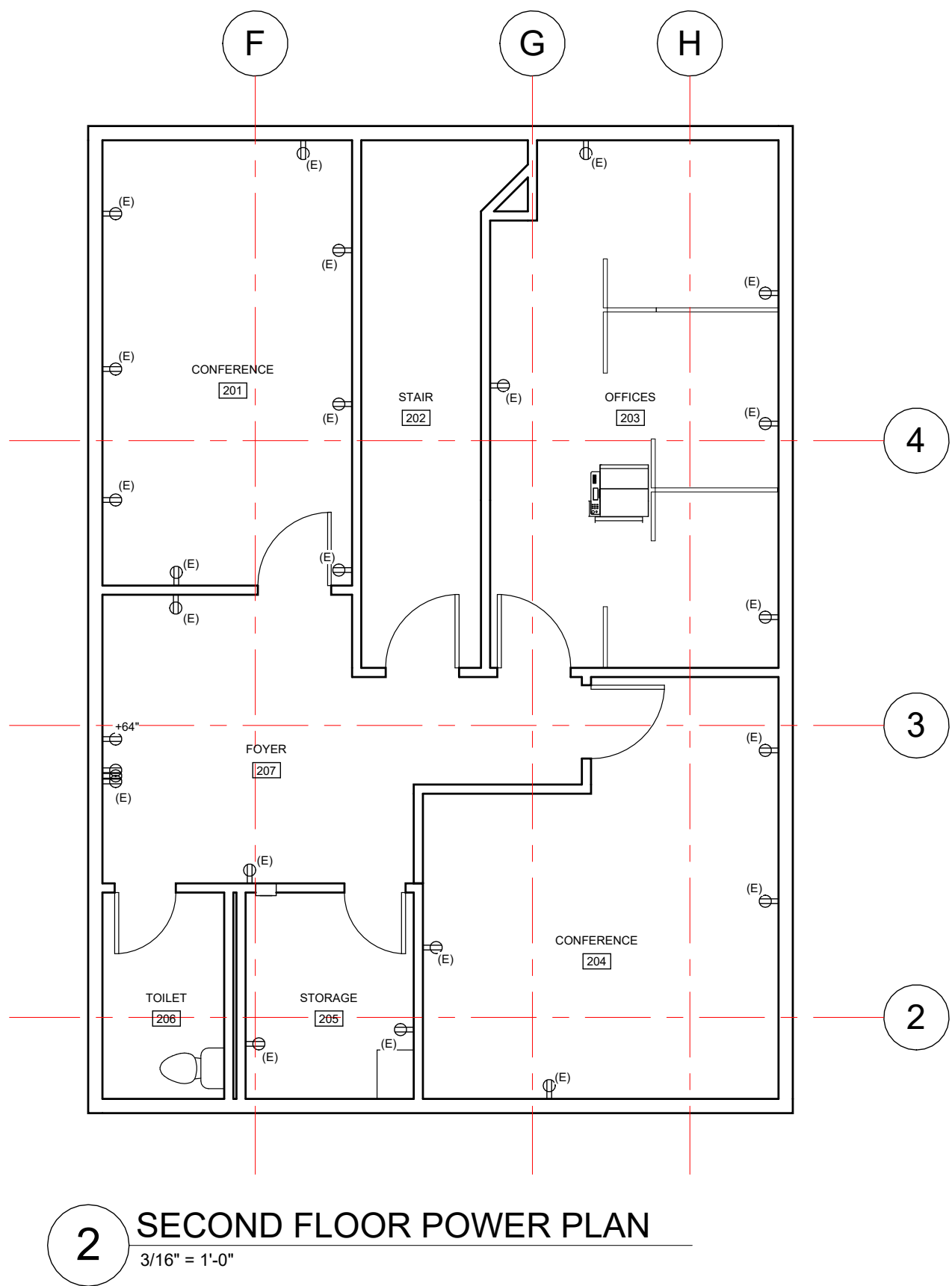
sheet re-issue date: 10/02/22

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE CURRENT NEC AS THE STATE OF WASHINGTON AND LOCAL AUTHORITY HAVING JURISDICTION.
- ADOPTED BY



1 FIRST FLOOR POWER PLAN
3/16" = 1'-0"



2 SECOND FLOOR POWER PLAN
3/16" = 1'-0"

BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870



project	architect	n/a
project	manager	dk
drawn	Author	
checked by	Checker	
project number	24-11	

revisions	
no.	description

BID SET

project issue date: 2025-4-23

POWER PLANS

EP1

BAYSHORE DRIVE IMPROVEMENTS

ISLAND COUNTY
785 Southeast Bayshore Drive
Oak Harbor, WA

PROJECT MANUAL



Island County Facilities Management
107 NE 6th Street
Coupeville, WA 98239

(360) 678-7870
<https://www.islandcountywa.gov/Bids.aspx>
Island County Project #25-01

Bid Set
April 23, 2025

SECTION 00 00 02 - PROJECT TEAM LIST

Client Island County
 Facilities Management
 107 NE 6th Street
 Coupeville, WA 98239

Laura Beard, Project Manager

L.Beard@islandcountywa.gov
360-678-2303

Dane Kinney, Asst. Project Manager

D.Kinney@islandcountywa.gov
360-240-5519

Ryan Beach, Director

R.Beach@islandcountywa.gov
360-678-7871

End of Section

SECTION 00 00 03 - TABLE OF CONTENTS

Specification Sections are listed. The Contractors shall check their copies of the Specifications with the Table of Contents to be sure they are complete.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 02	Project Team List
00 00 03	Table of Contents
00 00 04	Drawing Index
00 01 00	Invitation to Bid
00 04 10	Bid Proposal
00 21 00	Instructions to Bidders
00 72 00	General Conditions for Washington State Facility Construction
00 72 10	Island County Modifications to the General Conditions
APPENDIX A	Division 00 and 01 Forms
APPENDIX B	ASBESTOS EVALUATION

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary of Work
01 26 00	Contract Modification Procedures
01 29 76	Progress Payment Procedures
01 31 00	Project Management and Coordination
01 31 19	Project Meetings
01 32 16	Construction Progress Schedule
01 33 00	Submittal Procedures
01 50 00	Temporary Facilities and Controls
01 73 29	Cutting and Patching
01 77 00	Close-Out Procedures
01 78 36	Warranties

DIVISION 02 - EXISTING CONDITIONS

02 41 19	Selective Demolition
----------	----------------------

DIVISION 03 – 05 NOT USED

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	Rough Carpentry
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DIVISION 07 – NOT USED

DIVISION 08 – OPENINGS

08 14 00	Wood Doors
08 71 00	Door Hardware (Owner Furnished, Owner Installed)

DIVISION 09 – FINISHES

09 29 00	Gypsum Board
09 51 13	Acoustical Panel Ceilings
09 81 00	Acoustic Insulation

DIVISIONS 10 – 21 NOT USED

DIVISION 22 – PLUMBING

22 40 00	Plumbing Fixtures
----------	-------------------

DIVISIONS 23 – 25 NOT USED

DIVISION 26 – ELECTRICAL

26 05 00	General Electrical Provisions
26 05 10	Basic Electrical Materials and Methods
26 05 19	Wire and Cables
26 05 34	Outlet Boxes
26 05 53	Electrical Identification
26 08 10	Electrical Testing

DIVISIONS 27 – 33 NOT USED

End Section

SECTION 00 00 04 – DRAWING INDEX

PART 1 - GENERAL

1.1 LIST OF DRAWINGS

The Drawings listed below are hereby made part of this contract.

General Drawings

G1	COVER SHEET & DRAWING INDEX
G2	ABBREVIATIONS & ACCESSIBILITY DIAGRAMS

Architectural Drawings

A1	FLOOR DEMO/PATCH PLANS
A2	FLOOR PLANS
A3	REFLECTED CEILING PLANS & DOOR TYPES

Plumbing Drawings

P1	FIRST FLOOR PLAN – EXISTING PLUMBING
P2	FIRST FLOOR PLAN – PLUMBING

Electrical Drawings

ED1	DEMOLITION PLANS
EP1	POWER PLANS

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION



Island County Facilities Management

Ryan Beach, Director

P.O. Box 5000, Coupeville, WA 98239

Ph: Whidbey 360-679-7378 | Camano 360-387-3443

Email: ICFM@islandcountywa.gov | www.islandcountywa.gov

REQUEST FOR PROPOSALS

TENANT IMPROVEMENTS

Island County

785 SE Bayshore Drive, Oak Harbor, WA 98277

April 23, 2025

The Island County Facilities Management Department is seeking proposals from qualified vendors for interior and exterior tenant improvements as described in this document which is a prevailing wage public works job.

Sealed Proposals:

Interested vendors will deliver one (1) original and two (2) copies to the following address by 3:00P.M. on or before May 23, 2025.

Island County Facilities Management
1 NE 7th Street
Coupeville WA 98239

Or physically deliver to:

Island County Facilities Management
107 NE Sixth Street
Coupeville WA 98239

A **mandatory Pre-Bid walk-through** will be conducted Wednesday, May 7, 2025 at 1:00 pm located at 785 SE Bayshore Drive, Oak Harbor 98277. The list of attendees will be published via Addendum No.1.

This submission shall include the entire Request for Proposal and any addenda, if issued.

Proposals received after the above time will be considered late and not acceptable.

Note: Submission of a bid does not bind Island County to award a contract for tenant improvement services. Direct any procedural or technical questions regarding this RFP to Dane Kinney at D.Kinney@islandcountywa.gov.

Answers to all questions received at the Pre-Bid walk-through or by email and any project addenda will be posted on the Island County website.

Thank you for your interest.

BID FORM: (To be submitted no later than 3:00 p.m. on Friday, May 23rd 2025).

TO: Island County Facilities Management
1 NE 7th Street
Coupeville WA 98239

Or physically deliver to:

Island County Facilities Management
107 NE Sixth Street
Coupeville WA 98239

The undersigned Bidder submits the following bid:

BASE BID:

Pursuant to and in compliance with the Contract Documents, including the Advertisement for Bids and Instructions for Bidders, the Bidder hereby certifies that it has carefully examined the Contract Documents entitled:

BAYSHORE DRIVE IMPROVEMENTS, Project No. 25-01 dated April 23, 2025

and the conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above-named project for the following sum, which is hereby designated as the Base Bid:

TOTAL BASE BID:

Enter the sum for all the work, as defined on the Drawings and Specifications:

\$ _____
(Total Project Quote in Figures)

\$ _____
(Total Project Quote in Words)

BID EVALUATION AND AWARD:

For purposes of award, the determination of the low responsive bid shall be based upon the Base Bid. The contract will be initially executed in the amount of the Base Bid only.

ALTERNATE BIDS: n/a

Initials of Bidder's Representative

SALES TAX:

None of the sums stated in the foregoing include Washington State Sales Tax.

TIME OF COMPLETION:

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within [90] calendar days. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

CONTRACT AND BONDS:

If the Owner awards a contract based on this bid within thirty (30) days of the bid submittal deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated sums, on the Island County Public Works Contract form, and to furnish Payment and Performance Bonds and acceptable evidence of insurance as required by the Contract Documents.

BID GUARANTEE:

Bidder hereby certifies that it has furnished a bid guarantee for no less than 5% of the base bid, and that such guarantee accompanies this Bid Form.

The successful bidder shall submit an executed Contract, Payment and Performance Bonds, and acceptable evidence of insurance within seven (7) days after receipt of award notice and Public Works Contract form from the Owner. If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contract or submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, Owner may revoke the award. Should the successful bidder fail to enter into a contract with Owner, the bid guarantee may be retained by Owner.

If a contract is not awarded within thirty (30) days after the bid submittal deadline, or if the bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check or cash submitted as the bid guarantee shall be returned to the bidder, or the Bid Bond shall become void.

Initials of Bidder's Representative

Bidder's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation:____) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:
Receipt is hereby acknowledged of Addenda No(s). : _____		
Bidder is in compliance with the responsible bidder criteria requirement of RCW 39.04.350. "I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

Signature:	Date:
Print Name and Title:	Location or Place Executed: (City, State)

END OF SECTION

Initials of Bidder's Representative

1. CONTRACTOR'S REGISTRATION

All bidders must be registered by the Washington State Department of Labor and Industries in accordance with R.C.W. 18.27.020.

2. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
- B. The Project site is available for inspection for prospective bidders at a **mandatory** pre-bid site meeting and walk-through on April 30th, as indicated in the Advertisement for Bids. Further opportunities for bidders to visit the project site are available upon request from the Owner. Please contact Dane Kinney at **Email: D.Kinney@islandcountywa.gov | Office: +1(360)678-2303 | 1 NE 7th Street, Coupeville, WA 98239**
- C. Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of these Contract Documents.
- D. Owner assumes no responsibility for any conclusions or interpretations made by bidder based on the information made available by Owner. Should a bidder find discrepancies or omissions in the drawings or specifications, or should bidder be in doubt as to their meaning, bidder shall at once notify the Owner. If appropriate, Owner will send written instructions to all bidders by addenda. Questions received less than 5 days before the time of bid opening may not be answered. All addenda issued shall be incorporated into these Contract Documents.

3. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

- A. The name, address, and Contractor's license number of bidder shall be typed or printed on the bid in the space provided. The name must match the name on the bid guarantee.

Bids must be (1) submitted on the forms furnished by Owner or on copies of those forms, and (2) manually signed in ink.
- B. Bidders shall submit bids in the format provided in the Bid Form. Only the amounts and information asked for in the Bid Form furnished will be considered as the bid. All blank spaces must be filled in.
- C. Bidder shall bid upon all alternates indicated in the Bid Form. When bidding on alternates for which there is no charge, bidder shall write the words "No Charge" in the space provided on the Bid Form. If a bidder fails to bid an alternate, or notes "no bid," it will be construed as meaning that there will be no change in the Contract Sum and that the alternate is included in the Contract Sum. Alternate bids will not be considered unless requested in the Bid Form.
- D. Bidders shall acknowledge all addenda by identifying the addendum number(s) in the space provided on the Bid Form. Notwithstanding any automatic notification methods utilized by Bidder, Bidder is responsible for checking Owner's bid posting website for any addenda issued up to and until the bid opening date and time specified in Section 00 11 00.

- E. Bidder shall include in the bid all allowances provided in the Bid Form. Owner will pay the difference if the actual cost exceeds the allowance.

4. TAXES

The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, **except** that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, equipment, and material primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. A proportionate amount of State sales tax will be added to each progress payment, collected from Owner, and paid to the State by Contractor.

5. BID GUARANTEE

Bidder shall furnish a bid guarantee in the form of a firm commitment, such as bid bond, postal money order, or cashier's check payable to Owner, in the amount of at least 5% of the base bid. Owner reserves the right to hold the bid guarantees of all bidders until the successful bidder has entered into the contract and furnished the required bonds and insurance certificates, or for a period of 60 days, whichever is the shorter time.

6. FILING FEES

Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

7. SPECIFIED PRODUCTS

Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.

Requests for approval of equals or substitutions must be made in writing and received by the Owner at least 10 days prior to the date of bid opening. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all bidders. See Section 01 25 00, Substitution Procedures, for instructions.

8. SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids and bid modifications shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the advertisement for bids and (2) showing the project title, bid opening date and time, and the name and address of bidder.
- B. Bids may be modified if in writing and received before bid opening time.
- C. Receipt of bids and bid modifications by facsimile, telephone, or orally will not be considered.
- D. A bidder may withdraw its bid by submitting a written request before the bid opening time. Owner will return the bid unopened after Contract award.

9. LATE SUBMISSIONS

- A. Any bid, bid modification or request to withdraw a bid which is received after bid opening time will not be considered.

- B. The only acceptable evidence to establish the time of receipt at the office designated in the advertisement for bid is the time/date stamped or printed by Owner on the bid wrapper or other documentary evidence of receipt maintained by Owner.

10. BID EVALUATION

Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these Instructions, shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material.

Owner reserves the right to reject any or all bids and to waive any informalities or nonmaterial irregularities in the bids received.

If the bid includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices.

The determination of the low responsive bid shall be made by Owner based upon any combination of the base bid and alternates which, in Owner's sole discretion, is in Owner's best interest considering price, schedule and other factors. The numbering of the alternates in the Bid Form bears no relationship to the order in which the alternates may be selected by Owner.

11. LOW RESPONSIBLE BIDDER

- A. It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
 2. Have a current Washington Unified Business Identifier (UBI) number.
 3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48, or 49.52 RCW.

- B. In addition to the bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
1. Performance Evaluations: The Bidder shall not have received one or more overall evaluations of "Deficient" or "Inadequate" as part of the Owner's Contractor Performance Evaluation Program.
 2. Debarment by Owner: The Bidder shall not be currently debarred by the Owner from contracting with the Owner for having received overall evaluations of their performance of "Deficient" or "Inadequate" on three or more projects of the Owner physically completed during the preceding five (5) year period.
- C. As evidence that the bidder meets the bidder responsibility criteria in paragraph B above, the apparent low bidder must submit documentation as may be required below to the Owner within 48 hours of the bid submittal deadline. The Owner reserves the right to request such documentation from other bidders also.
1. Performance Evaluations: The Owner shall use its own records of the Bidder's Performance Evaluation Reports on previous projects to evaluate the Bidder's compliance with this criterion. The bidder is not required to submit any documentation for this item, unless the bidder has information different from the Owner's records.
 2. Debarment by Owner: The Owner shall use its own records of debarment to evaluate the Bidder's compliance with this criterion. The bidder is not required to submit any documentation for this item, unless the bidder has information different from the Owner's records.
- D. If the Owner determines the bidder does not meet the bidder responsibility criteria in paragraph B above and is therefore not a responsible bidder, the Owner 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 24 hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

12.CONTRACT AWARD AND EXECUTION

The formal acceptance by the Owner of the lowest responsive bid of a responsible bidder will be in the form of a notice of award of public works contract issued by the Owner to the bidder. Within 7 days of the notice of award date, bidder shall submit an executed Contract (see Appendix A); certificate of insurance and endorsements as required in the Contract Documents; and Payment and Performance Bonds using AIA Document A312, most current edition, or other form acceptable to Owner, in Contract Award Amount plus Washington State Sales Tax. If the successful bidder, after award of the Contract, fails to execute all Contract Documents or provide insurance documentation and bonds as required within the time specified, Owner may revoke award of the Contract and the bid guarantee may be retained by Owner.

13.FEDERAL EXCLUSION REQUIREMENTS

By submitting a bid for this project, Contractor hereby represents and warrants that it is not and at no time has been, excluded, suspended, or barred from participation in, or otherwise sanctioned by any federally funded health care program, including Medicare and Medicaid. Contractor hereby agrees to immediately notify the Owner of any threatened, proposed, or actual exclusion, suspension, or debarment from any federally funded health care program, including Medicare and Medicaid.

Individuals or entities that are excluded by the Office of the Inspector General (OIG) from working on federally-funded programs will not be permitted to work on this project. If a contractor, including any subcontractors or suppliers, is found to be barred by the OIG, that contractor shall immediately be excluded from the jobsite and the Owner will not be responsible for any damage or delay resulting from such exclusion. Contractor should check the exclusion program of the OIG to verify that neither it nor its subcontractors or suppliers appear on the database. The database may be accessed through the OIG website at www.oig.hhs.gov. Upon receipt of a notice of award of contract from the Owner, Contractor shall submit a list of subcontractors and suppliers for review by Owner.

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PART 1 – GENERAL PROVISIONS

1.1 **DEFINITIONS**

- A. “Application for Payment” means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.
- F. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. “Day(s)”: Unless otherwise specified, day(s) shall mean calendar day(s)."
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. “Notice” means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.2 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.

5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Bid Form.
8. Instructions to Bidders.
9. Advertisement for Bids.

1.3 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

1. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.1 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Employer's liability coverage.
 2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.2 COVERAGE LIMITS

Insurance amounts: The coverage limits shall be as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile Liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.3 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.4 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the

revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.5 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.6 BUILDER'S RISK

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.1 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.2 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work,

and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

- B. Form of Progress Schedule: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.3 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance

directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.4 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.5 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.

- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.6 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.7 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.1 **DISCREPANCIES AND CONTRACT DOCUMENT REVIEW**

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to A/E: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.2 **PROJECT RECORD**

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record to A/E before Final Acceptance: Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.3 SHOP DRAWINGS

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings by Contractor and A/E: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.4 **ORGANIZATION OF SPECIFICATIONS**

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.5 **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.1 **CONTRACTOR CONTROL AND SUPERVISION**

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the

Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.2 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.3 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a

particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.4 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.5 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.

- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.6 **NONDISCRIMINATION**

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:
1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
 4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
 5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.7 **SAFETY PRECAUTIONS**

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations,

and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or

harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.

2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.8 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of

Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.9 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.

- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and

where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or

completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEANUP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. 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 subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.

B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 **WARRANTY OF CONSTRUCTION**

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor to indemnify Owner: Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;
 2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 – PAYMENTS AND COMPLETION

6.1 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.2 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.3 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
 4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
 7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
 8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.4 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

6.5 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

6.6 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.7 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.8 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.9 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.1 CHANGE IN THE WORK

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for

implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

7.2 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph (a) above, with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
- 3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
 - b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
- 4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

- 1. Breakdown and itemization of details on COP: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
- 2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
- 3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
- 4. Markups on additive and deductive Work: The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
- 5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.

6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
- a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.

- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

- (1) Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
- (2) The National Electrical Contractors Association for equipment used on electrical work.
- (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Equipment Watch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

- (1) 3% for Contractor: For Contractor, 3% of direct labor costs.
- (2) 5% for Subcontractors: For Subcontractors, 5% of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (1). Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:

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- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B, 7a–e.
- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B, 7a–e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.

- (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B, 7a–h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
 - (1) Contractor's Liability Insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraphs f. and g. above.

C. Change Order Pricing – Unit Prices

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
- 2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;

- b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.3 CHANGE IN THE CONTRACT TIME

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
- 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the

Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B, 7.f. for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;

- c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
- d. Insurance premiums: cost of insurance extended because of the delay;
- e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.1 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. Dates: The date on which facts arose which gave rise to the Claim;
 - 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 - 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 - 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.2 **ARBITRATION**

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30-Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may

occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.3 **CLAIMS AUDITS**

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 - 12. Subcontractors' and agents' payment certificates;
 - 13. Cancelled checks (payroll and vendors);
 - 14. Job cost report, including monthly totals;
 - 15. Job payroll ledger;
 - 16. Planned resource loading schedules and summaries;

17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All non-privileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.1 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;

6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.2 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;

2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated.
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.1 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.2 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.3 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority,

whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.4 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.5 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.6 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.7 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.8 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.9 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

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PART	2	INSURANCE AND BONDS
	2.01	Contractor's Liability Insurance
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	8.02	Litigation
PART	10	MISCELLANEOUS PROVISIONS

These Island County Modifications to the General Conditions form a part of, and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning here.

PART 2 – INSURANCE AND BONDS

2.01 Contractor's Liability Insurance

Delete paragraph 2.01 and replace it with the following language:

Prior to commencement of the Work, Contractor shall obtain all the insurance required by this Contract and provide evidence satisfactory to Island County ("County") that such insurance has been procured. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Contractor shall, at its own expense, obtain and continuously maintain insurance coverage required by this Contract as follows:

- A. All insurers providing insurance shall have an A. M. Best rating of not less than A-(or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner, and its A.M. Best rating shall be indicated on the insurance certificates.
- B. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Contract and which is applicable to a given loss will be available to the County. All liability coverages shall be written on an Occurrence policy form. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.
- C. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Contract. All insurance policy deductibles and self-insured retentions for policies maintained under this Contract shall be paid by the Contractor.
- D. Additional Insureds by way of endorsements. Island County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's Subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and Subcontractor. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.
- E. Primary, Non-contributory Insurance. All Contractor's and Contractor's Subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention, or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's Subcontractors' liability insurance policies must be endorsed to show this primary coverage.
- F. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

MODIFICATIONS TO THE GENERAL CONDITIONS

- G. **Industrial Insurance Waiver.** With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Contract.
- H. **Review of Policy Provisions.** Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and /or self-insured retentions exceeding the insurance coverage limits required in this Contract, stop loss provisions, and /or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding the insurance coverage limits required in this Contract, or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval. Review of the Contractor's insurance or policy provisions by the County shall not relieve or decrease the liability of the Contractor.
- I. **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- J. **Payment Conditioned on Insurance.** Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- K. **Term of Insurance Coverage.** Contractor agrees Contractor's insurance obligation shall be maintained during the Work and for one year after Final Acceptance, and during the performance of any corrective Work required by Section 5.16.

2.02—Coverage Limits

~~Delete paragraph 2.02 and replace it with the following language:~~

~~Contractor shall provide the following types and amounts of insurance:~~

- ~~A. General Commercial Liability Insurance using Insurance Services Office "Commercial General Liability" policy for CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverages shall include, but not be limited to, personal injury, bodily injury or death, and property damage for~~

MODIFICATIONS TO THE GENERAL CONDITIONS

Page 4 of 8

~~premises/operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability.~~

~~General Commercial Liability Insurance — \$ 1,000,000 minimum, Each Occurrence
\$ 2,000,000 Annual Aggregate~~

- ~~B. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.~~
- ~~C. Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto endorsement to the CGL policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.~~

~~Business Comprehensive Automobile Liability — \$ 1,000,000 Each Occurrence
\$ 2,000,000 Annual Aggregate~~

- ~~D. Excess of Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the County for injury to employees of Contractor, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of the County following of proof of insurance as required herein.~~

2.03 Insurance Coverage Certificates

Delete paragraph 2.03 and replace it with the following language:

The Contractor must provide a Certificate of Insurance with endorsements that identifies Island County, its officials, employees, agents, and volunteers as additional insureds by way of endorsement on the Contractor's policy. This insurance shall be considered primary and shall waive all rights of subrogation. The County's insurance shall be non-contributory. The Contractor cannot begin the Work without proper proof of insurance.

- A. Endorsements and Certificates of Insurance. The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving forty-five (45) days prior written notice of reduction in coverages, cancellation, non-renewal, or change in insurance carrier. All insurance certificates and endorsements shall name the County's project title. Each Certificate of Insurance and all insurance notices shall be provided to Island County Facilities Management. The Contractor must submit the Certificate of Insurance and endorsements as described herein to the County prior to the commencement of any work on this project.

2.04 Payment and Performance Bonds

- Delete the last sentence of section 2.04 and replace it with the following language:
“No payment or performance bond is required if the Contract Sum is \$150,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.”

PART 5 - PERFORMANCE

5.01 Contractor Control and Supervision:

Add a new paragraph 5.01G as follows:

“Work During Off Hours: When work is to be performed during other than normal working hours or on Island County holidays, Contractor shall give Owner prior notice so that Owner's Police Department may be properly notified. Any construction activity between the hours of 10:00 p.m. to 6:00 a.m. is subject to approval of Owner.”

5.01 Permits, Fees and Notice

Add a new paragraph 5.02E as follows:

“For work within Island County, Owner shall pay for the cost of the Master Use and Building Permit. Prior to Final Acceptance, the building permit and approved drawings, signed inspection card(s), and any appropriate occupancy permits shall be submitted to Owner.”

5.07 Safety Precautions

- Add a new paragraph 5.07I as follows:

“In order to receive a Notice to Proceed, the Contractor must submit the following to Owner:

1. A copy of its company Safety Program. The Safety Program shall contain, at a minimum, the following:
 - a. Organization, including names of individuals who will perform safety duties, titles, work assignments, authority and reporting relationships.
 - b. Training Program. Who, how, and when training is provided concerning safety rules and procedures, and use of protective equipment.
 - c. Protective Equipment. List of personal protective equipment to be provided to employees.
 - d. Accident Prevention and Loss Control Plan. Work site inspection and hazard correction procedures; disciplinary procedures for safety infractions; accident response, investigation and reporting procedures.
 - e. Regular Safety Meetings. On-site weekly or other frequency as appropriate, safety meetings mandatory for all employees.”

- Add a new paragraph 5.07J as follows:

“Prior to commencing any Work on-site, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the needs of the particular project and to the types of hazards involved, and be in compliance with WISHA requirements.

MODIFICATIONS TO THE GENERAL CONDITIONS

Page 6 of 8

Contractor shall not begin any on-site Work until the site-specific safety plan has been accepted by Owner.”

5.10 Unforeseen Physical Conditions

Add a new paragraph 5.10C as follows:

“If Contractor encounters mold in the course of its work it shall notify Owner to evaluate what action might be necessary. Contractor shall ensure that all building materials used during the work are dry prior to incorporation into the Work. If Contractor encounters water intrusion from any source, it shall take immediate steps to ensure that any effected material is dry according to generally accepted industry standards.”

5.13 Material and Equipment

Add the following new sentence after the last sentence of paragraph 5.13A:

“Contractor shall ensure that all equipment, materials and articles incorporated into the Work shall be asbestos free.”

5.22 Indemnification

Delete paragraph 5.22 and replace it with the following language:

Indemnification by Contractor. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold Island County (“County”), its departments, elected and appointed officials, employees, agents and volunteers, and A/E harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees or agents or Contractor's Subcontractors and their employees or agents; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the Contractor's or its Subcontractors' use of, presence upon or proximity to the property of the County; or 4) the use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation shall not be limited in any way by the Washington State Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party.

- A. Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Contract.
- B. Survival of Contractor’s Indemnity Obligations. The Contractor agrees all Contractors' indemnity obligations shall survive the completion, expiration, or termination of this Contract.

- C. Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's Subcontractors shall indemnify the County and A/E on a basis equal to or exceeding Contractor's indemnity obligations to the County and A/E.

PART 6 – PAYMENTS AND COMPLETION

6.07 Substantial Completion

Delete the second sentence of paragraph 6.07 and replace it with the following language:

“All Work other than incidental corrective and incidental punch list work shall be completed.”

PART 7 – CHANGES

7.02 Change in the Contract Sum

- Add the following new sentence after the second sentence of subparagraph 7.02B7a:

“When estimating labor hours for electrical work, such hours shall be no greater than the Labor Units for specific items included in the “Normal” project conditions column of the NECA Manual of Labor Units, most recent edition. When estimating labor hours for mechanical work, such hours shall be no greater than 75% of the Labor Units for specific items included in the MCAA Web-Based Estimating Manual (WebLEM), subject to the assumptions and notes in the WebLEM, except that the Labor Units for “Hangers, Sleeves, & Inserts” shall be no greater than 50% of the WebLEM Labor Units. Special exceptions for electrical and mechanical work may be made for work having to be performed under extraordinary conditions. Such exceptions shall be identified and explained in any applicable pricing proposals and shall be subject to approval by Owner.”

- Delete the last sentence of subparagraph 7.02B7a(1) and replace it with the following:

“No supervision markup shall be allowed in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).”

- Replace subparagraph 7.02B7b in its entirety with the following:

“Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, including, but not limited to, Contractors' supplier(s)' actual cost(s) available from the standard industry pricing guide “Trade Service,” second from supplier quotations, and third from other standard industry pricing guides.

Material costs shall include all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.”

- Add the following new language after the second sentence of subparagraph 7.02B7c:

“The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs.”

MODIFICATIONS TO THE GENERAL CONDITIONS

- Add the following new language after the last sentence of subparagraph 7.02B7c(2):
“Equipment pricing shall be no greater than 75% of NECA monthly rates.”
- Delete the first sentence of subparagraph 7.02B7d and replace it with the following language:
“Small tools consist of tools which cost \$1,000 or less and are normally furnished by the performing contractor.”

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.02 Replace section 8.02 in its entirety with the following:

“LITIGATION”

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall serve and file a lawsuit in an appropriate court within 120 days of Owner's decision. This requirement cannot be waived except by an explicit waiver signed by Owner. The failure to file a lawsuit within said 120-day period shall result in Owner's decision rendered in accordance with paragraph 8.01D being final and binding on Contractor and all of its Subcontractors.
- B. At any time, either before or after a lawsuit has been commenced by Contractor in accordance with paragraph 8.02A, Owner may require Contractor to participate in further mediation or arbitration, or both, in any forum or format as determined by Owner.
- C. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in a single forum, or Owner may consolidate such Claims or join any of the above-named parties in the same forum.”

PART 10 - MISCELLANEOUS PROVISIONS

END OF SECTION

APPENDIX A

Division 00 and 01 Forms

- 00 21 13 Instructions to Bidders
 - ◆ Public Works Contract
- 01 26 00 Contract Modification Procedures
 - ◆ Change Order Proposal
 - ◆ Change Order Transmittal
- 01 29 76 Applications for Payment
 - ◆ Application and Certificate for Payment on Contract
 - ◆ Invoice Voucher – Construction
 - ◆ Invoice Voucher – Retainage
 - ◆ Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid Information
 - ◆ Certificate of Payment of Labor and Materials
(This Certificate is a closeout form that is due after the Final Acceptance date.)
- 01 31 00 Project Management and Coordination
 - ◆ RFI – Request for Information
 - ◆ Non-Conformance Report
- 01 32 16 Construction Project Schedule
 - ◆ Short Interval Schedule
- 01 35 23 Owner Safety Requirements
 - ◆ Contractor Declaration and Reporting Form – Chemicals of Interest
- 01 45 00 Contractor Quality Control (CQC)
 - ◆ Contractor Quality Control Daily Report
- 01 50 00 Temporary Facilities and Controls
 - ◆ Utility Shutdown Request
- A312 Performance Bond



PUBLIC WORKS CONTRACT

Project Name:

Project Number:

Public Works Center

220622

THIS CONTRACT is made and entered into by and between Island County (Owner), and _____, a **Corporation** / Partnership / Sole Proprietor, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.

The Contract Documents include the Advertisement for Bids, Instructions for Bidders, completed Bid Form, Payment and Performance Bonds, General Conditions for Washington State Facility Construction, Modifications to the General Conditions, Supplemental Conditions to the General Conditions, other Special Forms, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

Drawings dated: **11-10-22**

Specifications dated: **11-10-22**

Addendum No. **1** Dated: **11-10-22**

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete within 305 calendar days of the Notice to Proceed.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of **\$750.00** for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:



PUBLIC WORKS CONTRACT

Project Name:

Project Number:

Public Works Center

220622

Base Bid	\$ 160,000.00
<u>8.8% WSST</u>	<u>\$ 14,080.00</u>
TOTAL	\$ 174,080.00

CONTRACT AWARD AMOUNT= \$174,080.00

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

CONTRACTOR:

Melanie Bacon, Chair

By: _____
Signature

Janet St. Clair, Member

Name: _____

Jill Johnson, Member

Title: _____

Date: _____

Date: _____

Washington State Contractor's No. _____

Attest:

Contractor Federal Tax ID.

Virginia Shaddy
Clerk of the Board



Change Order Proposal

Project Name: Public Works Center

Proposal #:

Title of Change:

Date:

Please furnish your proposal for executing the following change(s) including all associated costs and time for this revision:

Issued by: _____ Date: _____

Optional

FIELD ORDER

When signed, this is a field order to execute the above change to avoid undue delay or stoppage of work (when final costs are available complete the remainder of the Change Order Proposal prior to invoicing):

THE COST OF THE CHANGE SHALL NOT EXCEED \$ _____ WITHOUT PROPER AUTHORIZATION FROM ISLAND COUNTY.

Contractor: _____ Date: _____

Island County: _____ Date: _____

TO: Island County

PROPOSAL

We propose to perform all changes described in the above request for a total ADDITION/DEDUCTION to the contract sum of:

The foregoing amount covers all costs associated with this change order. All other provisions of the contract remain in full force and effect. We understand that no invoices incorporating the amount of this change will be honored prior to the performance of the work specified and return of the fully executed Change Order. If a time extension is required, critical path justification must be provided otherwise the extension will not be allowed. An addition of _____ days (calendar) is requested.

Contractor: _____ Date: _____

TO:

FACILITIES RECOMMENDATION

We have carefully examined this proposal Change Order and find it to be in order and the cost to be reasonable. We recommend it's acceptance.

Name: _____ Date: _____

Authorization

CHANGE ORDER

Island County hereby accepts the foregoing proposal and authorized the performance and invoicing for the changes specified. This instrument constitutes a change order to the contract only when authorizing signature is affixed.

C.O. Number: _____

Recommended by: Owner's Rep: _____ Date: _____ Proj. Mgr: _____

Date: _____

Authorized by: Owner's Rep: _____ Date: _____



Change Order Transmittal

To: _____ Date: _____
Contract: Number: _____
Change Order Number: _____

COP#	Amount:
Original contract sum:	\$ _____
Sum of changes by previously authorized change orders:	\$ _____
Contract sum prior to this change order:	\$ _____
Contract value will be changed by this change order:	\$ _____
New contract sum including this change order:	\$ _____

Contract duration will be change by: _____ Days

Date of substantial completion as of this change order: _____
DD/MM/YY

By: _____ Date: _____
Signature

Title _____



Invoice Date: #REF!

Invoice No.: #REF!

Page 1 of :

Island County

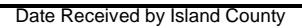
APPLICATION AND CERTIFICATE FOR PAYMENT ON CONTRACT

Certificate for _____ payment.		For the period from _____ to _____.				
Contract: _____		Project No.: 220626				
Location: _____		Purchase Order No: 220626				
Contractor: #REF!						
Original Contract Amount		\$ 3,750,000.00				
Change Order Numbers 1 thru 2		\$ 50,000.00				
Adjusted Contract Amount		\$ 3,750,000.00				
Item No.	Schedule of Values Detail	Estimated Cost	Total Amount Earned	%	Previously Claimed	This Estimate
1				#DIV/0!	\$ -	
2			-	#DIV/0!		
3			-	#DIV/0!		
4			-	#DIV/0!		
5			-	#DIV/0!		
6			-	#DIV/0!		
7			-	#DIV/0!		
8			-	#DIV/0!		
9			-	#DIV/0!		
10			-	#DIV/0!		
11			-	#DIV/0!		
12			-	#DIV/0!		
13			-	#DIV/0!		
14			-	#DIV/0!		
C/O No.	Change Orders Detail	(If details are on separate page, include total below)				
1			-	#DIV/0!		
2			-	#DIV/0!		
3			-	#DIV/0!		
4			-	#DIV/0!		
5			-	#DIV/0!		
6			-	#DIV/0!		
7			-	#DIV/0!		
8			-	#DIV/0!		
9			-	#DIV/0!		
10			-	#DIV/0!		
Basic Contract (Schedule of Values) Total		\$ -	\$ -		\$ -	\$ -
Change Orders Total		\$ -	\$ -		\$ -	\$ -
Subtotal #1		\$ -	\$ -		\$ -	\$ -
Sales Tax on Applicable Items 8.80%		-	-		-	-
Subtotal #2		\$ -	\$ -		\$ -	\$ -
Less Retainage (based on subtotal #1) 5.00%			-		-	-
Net			\$ -		\$ -	\$ -
Less Previously Claimed Adjustment (specify on main invoice)			-			
Amount Due This Estimate			\$ -			\$ -

This is to certify that, the contractor, having complied with the terms of the above mentioned contract, there is due and payable from the State of Washington, the amount set after "Amount Due This Estimate."

(Contractor)

(Owner's Representative)



Instructions to Vendor or Claimant: Submit this form to claim payment for materials, merchandise or services.		INVOICE DATE	INVOICE NUMBER	PURCHASE ORDER NO.
VENDOR/CLAIMANT-NAME			U.S. TAXPAYER I.D. NUMBER	
REMITTANCE ADDRESS			ISLAND COUNTY	
			PROJECT NUMBER	
CITY	STATE	ZIP CODE	PROJECT NAME	
VENDOR'S CERTIFICATE: I certify under penalty of perjury under the laws of the State of Washington that the totals listed herein are true, correct, and proper charges for materials, merchandise or services furnished to Island County.				
SIGNATURE		DATE		

	Amount
Amount this period	
8.8% WSST	
Total	TOTAL: _____
Less 5% Retainage (pre-tax)	
Current Payment Due	

DO NOT WRITE BELOW THIS LINE

ACCOUNTING DETAIL							
Item Above	Budget Number	Expended Code			Cost including Sales Tax and Freight	Notes	LIQ
		OBJ	SUB	SSUB			
Purchase Order Number		INVOICE TOTALS			\$ -	Final Invoice? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Departmental Approval (Accounting)				Goods/ Services Received & Approved By		Approval Date	
				Print Name & Sign			



Date Received by Island County

RETAINAGE INVOICE VOUCHER

Instructions to Vendor or Claimant: Submit this form to claim payment for materials, merchandise or services.		INVOICE DATE #REF!	INVOICE NUMBER #REF!	P. O. NO. FOR RETAINAGE			
BANK NAME		C/O VENDOR/CLAIMANT NAME #REF!		U.S. TAXPAYER I.D. NUMBER			
BANK'S REMITTANCE ADDRESS				ISLAND COUNTY			
				PROJECT NUMBER #REF!			
CITY STATE ZIP CODE				PROJECT NAME #REF!			
VENDOR'S CERTIFICATE: I certify under penalty of perjury under the laws of the State of Washington that the totals listed herein are true, correct, and proper charges for materials, merchandise or services furnished to Island County.							
SIGNATURE DATE							
				Amount			
Retainage Amount							
Total amount due this request				\$ -			
DO NOT WRITE BELOW THIS LINE							
ACCOUNTING DETAIL							
Item Above	Budget Number	Expended Code			Cost including Sales Tax and Freight	Notes	LIQ
		OBJ	SUB	SSUB			
Purchase Order Number		INVOICE TOTALS			\$ -		
Departmental Approval		Goods/ Services Received & Approved By Print Name & Sign			Approval Date		

**Statement of Intent to Pay Prevailing Wages and
Affidavit of Wages Paid Information**

The applicable Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms may be obtained through the following sources:

Online from the Washington State Department of Labor and Industries at:

<https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-portal>



CERTIFICATE OF PAYMENT OF LABOR AND MATERIALS

Project Name: Island County Jail Correctional Facility	Project No.: 220626
--	-------------------------------

Payment Certification: It is hereby certified by the undersigned Contractor that all laborers, mechanics, subcontractors, and materialmen, and all persons who have supplied such person or persons, or subcontractors with provisions and supplies for the carrying on of work on the above-referenced project for Island County and have been paid in full except for the following:

☐ No exceptions

Name of Business or Person	Reason Full Payment Not Made

List of All Subcontractors (of all tiers) on Project: (list below and/or attach separate list of all subcontractors)

Subcontractor Names	Subcontractor Names

Subcontractor Submittals: In addition to other requirements of the Contract, the Contractor is reminded that it must have on file at the Department of Labor and Industries the approved Affidavit of Wages Paid (for prevailing wages) for itself and each subcontractor of any tier.

Signature:		Date Signed:
Contractor's Business Name:	Printed Name of Signatory:	Printed Title of Signatory:

Fill out this form after establishment of the Final Acceptance Date and return to: Island County Facilities Management PO Box 5000, Coupeville, WA 98239, FAX: (360) 240-5513



Request for Information (RFI)

Project Name: _____
Project No. _____

RFI No. _____
Date: _____

To: _____

From: _____

Attn: _____

Subject:		Reply Req'd By:	
Dwg./Spec. No.		Detail/Sect. No.	
Problem/Recommended Solution:			
Problem Presented By:		Date:	Reviewed/Submitted By:
			Date:
Distribution:			
Response:			
Response Presented By:		Date:	Island County Reviewed By:
			Date:
Owner's Rep.		Date:	[] Approve [] Reject COP Req'd: [] Yes [] No
Distribution:			

NOTE: This is not a notice to proceed with work involving additional cost and/or time. Notification must be given in accordance with the contract documents, if any response causes any change to the contract documents.



Non-Conformance Report (NCR)

Project Name: _____
Project No. _____
Contractor: _____

NCR No. _____
Date: _____

Subject _____

Spec. Section _____
Dwg. Ref. _____

Item of Non-Conformance/Corrective Action Required

Reported By _____

Date _____

Contractor Response, Intended Method and Date of Repair

Contractor Signature _____

Date _____

Proposed corrective action: ☐ Approved by _____
☐ Not Approved

Date _____

Verification of corrective action completed by _____

Date _____

This notice is not authorization for an increase in contract amount or an extension of the contract completion date. Notification must be given in accordance with the contract documents, if any response causes a change to the contract documents.



Report No. _____
Period From _____ to _____
Sheet _____ of _____
Prepared By _____

[illegible]

CONTRACTOR DECLARATION AND REPORTING FORM
For Department of Homeland Security
CHEMICALS OF INTEREST

Island County Project Name:
Public Works Center

Island County Project Number:
220622

In accordance with Section 01 35 23, paragraph 1.8, the Contractor shall complete this Contractor Declaration and Reporting Form and submit it to the Owner prior to work being performed onsite. In addition, the Contractor shall ensure that each of its Subcontractors complete this form and submit it to the Contractor. The Contractor shall submit the completed forms for all of its Subcontractors to the Owner prior to their work being performed onsite. The Contractor or Subcontractor completing this form shall list all Chemicals of Interest to be used on the Project. For a complete list of all Chemicals of Interest which must be reported, refer to Appendix A, 6 CFR Part 27, or visit the following website address for the complete list: http://www.dhs.gov/xlibrary/assets/chemsec_appendixa-chemicalofinterestlist.pdf.

Chemical of Interest	Product Name ^a	Manufacturer	Max Quantity Onsite ^b	Max Container Size

Notes:

- a. Name of product to be used onsite, which contains the Chemical of Interest
b. Refers to the maximum quantity of the product which would be onsite at any given time.

☐ Check here if no Chemicals of Interest will be used on this Project or brought onsite throughout the course of the entire Project. This form must still be signed and submitted by the Contractor and each Subcontractor.

Print Name of Authorized Individual

Print Title

Print Contractor's or Subcontractor's Name

Signature of Authorized Individual

Date of Signature

This form shall be completed and submitted to the Owner with the Pre-Job Submittals



Contractor Quality Control Daily Report

Contractor Quality Control Representative shall complete each field or item in the CQC Daily Report. If a field or item is Not Applicable - mark it with the symbol 'NA'

Project Name: _____ Report No.: _____
Project No.: _____ Contractor: _____ Date: _____

Location of work: _____

Weather: <input type="checkbox"/> AM	Lo Temp: _____	Wind Velocity: _____ mph
<input type="checkbox"/> PM	Hi Temp: _____	Rain Accumulation: _____ inches

1. **ACTIVITY:** By Contractor / Subcontractor

<u>Work in Progress</u>	<u>Contractor / Subcontractor</u>	<u>Equipment</u>	<u>Trade / Craft</u>	<u>Number of Workers</u>	<u>Total Hours Worked</u>
A.					
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					
J.					
K.					
L.					

2. **INSPECTIONS:** List the specific inspection performed (pre-installation, initial, and follow up) and the results of these inspections (including corrective actions).

3. **TESTS:** List type and location of the tests performed and the results of these tests.



Contractor Quality Control Daily Report

4. CHANGE ORDER WORK: List Contractor/Subcontractor work done under change order.

<u>COP or FO in Progress</u>	<u>Contractor / Subcontractor</u>	<u>Equipment</u>	<u>Craft</u>	<u>Number of Workers</u>	<u>Total Hours Worked</u>
A.					
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					
J.					
K.					
L.					

5. TOTAL DAILY HOURS WORKED BY ALL TRADES: _____

6. SAFETY: Activity Safety Inspection

A. Safety Deficiencies Observed

Corrective Action Taken

Remarks:

B. Safety Statistics

Number of First Aid incidents: _____

Number of Recordable incidents: _____

Number of Lost Time days: _____

7. CERTIFICATION: I certify that the above report is complete and correct and that I, or my authorized representative, have inspected all work performed this day by the Contractor and each Subcontractor, and have determined that materials, equipment, and workmanship are in compliance with the plans and specifications, except as may be noted above.

Signature of Contractor's Quality Control Representative

Date

END OF FORM



UTILITY SHUTDOWN REQUEST

Physical Plant

Urgent Request (Initial for Urgent Service-Less than 14 days)
--

Submittal Date	Requester	
Shutdown Date	Start Time	Duration
Proposed Scope of Work		
Requisition/Job Number		Work Order Number
Project Name		Project Number
Contractor Name		Telephone Number
Project Supervisor		Telephone Number
Project Coordinator		Telephone Number
Maintenance Coordinator Review		
Systems Affected:		
_____ Annex Staff		
_____ Facilities Lead		
_____ Health Dept.		
_____ IT Department		
_____ Public Works		
SHUTDOWN APPROVAL		
Maintenance Coordinator/Supervisor Signature		Date
Outage Program Coordinator Signature		Date

DRAFT AIA[®] Document A312[™] - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 785 SE Bayshore, ICAW-24-02

LAB CODE: B240383

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
01	Layer 1	B240383.01	Light Blue, White	Gskim-coat Wall Texture	None Detected
	Layer 2	B240383.01	Off-white,Brown Drywall		None Detected
02	Layer 1	B240383.02	Blue,White	Skim-coat Wall Texture	None Detected
	Layer 2	B240383.02	Off-white,Brown Drywall		None Detected
03	Layer 1	B240383.03	Light Gray, White	Skim-coat Wall Texture	None Detected
	Layer 2	B240383.03	Off-white,Brown Drywall		None Detected
04	Layer 1	B240383.04	Cream,Off-white	Skim-coat Wall Texture	None Detected
	Layer 2	B240383.04	Off-white,Brown Drywall		None Detected
05	Layer 1	B240383.05	White,Off-white	Skim-coat Wall Texture	None Detected
	Layer 2	B240383.05	Off-white,Brown Drywall		None Detected
06		B240383.06	Gray,Green	Sheet Vinyl Flooring	None Detected
07		B240383.07	Gray,Off-white	2x2 Ceiling Tile	None Detected

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

A. The Work of the Contract Documents can be summarized as follows:

The Bayshore Drive Improvements will be in an existing 4,700 SF building replacing the existing North Whidbey Family Resource Center housing the Public Health Department located at 1791 NE 1st Street, Oak Harbor WA 98277. This is a traditional Design-Bid-Build project composed of a raised wood subfloor on stem wall, double story, wood framing, with wood siding construction with associated parking and landscape requirements. The County Public Health Department will be represented in this new facility. The project will ultimately centralize staff, consolidate interdepartmental counters, and will feature a large meeting room not open to the public.

Access to the property is gained by an existing asphalt 15 stall parking lot with entry and vacate access from SE Bayshore Drive with ample available parking on-site since the site is unoccupied.

Project Scope includes:

- Protection of the current facility until new occupancy is achieved;
- Construction of new room partitions, wood doors and frames;
- Partial demolition of the existing walls and sinks;
- Electrical renovations in association with desired work above.

Construction on the Bayshore building is scheduled to commence in June of 2025. The building will be unoccupied until substantial completion is achieved in September of 2025.

1.2 GENERAL INFORMATION

A. Title of Contract Documents:

1. Island County
Bayshore Drive Improvements
Project Number: 25-01

B. Owner Defined:

1. Owner:
Island County Facilities Management
1 NE 7th Street
Coupeville, Washington 98239

Project Manager: Laura Beard
E-mail: L.Beard@islandcountywa.gov
Phone: 360-678-2303
Mobile: 360-914-2089

Owner's Representative: The Owner shall designate, in writing, the Owner's Representative for this Project during construction.

1.3 PROVISION OF CONTRACT DOCUMENTS

- A. All sets of the Contract Documents required by the Contractor or their Subcontractors for the Project shall be obtained by the Contractor at the Contractor's sole cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

CONTRACT MODIFICATION PROCEDURES

GENERAL

1.1 SUMMARY

- A. This Section includes the administrative and procedural requirements for executing a change in the Work as herein specified and further described in Part 7, Changes, of the General Conditions.
- B. Owner's forms references in this Section include (see Appendix A):
 - Change Order Proposal;
 - Change Order Transmittal;
 - COP General Contractor Breakdown Summary;
 - COP Subcontractor Breakdown Summary;
 - COP Cost Breakdown;
 - COP Wage Rates; and
 - COP Equipment Rates.

1.2 PRELIMINARY REQUIREMENTS:

- A. Prior to submitting the Contractor's first Change Order Request (COR), or responding to the first Change Order Proposal (COP), the Contractor shall submit a breakdown of wage rates using the Owner's COP Wage Rates form. The breakdown shall show:
 - Basic wage rate (based on L&I Intent to Pay Prevailing Wages or union agreement);
 - Fringe Package (based on L&I Intent to Pay Prevailing Wages or union agreement);
 - FUI (Federal Unemployment Insurance);
 - FICA (Federal Insurance Compensation Act);
 - Medicare;
 - SUI (State Unemployment Compensation Act);
 - WC (Workers Compensation).
- B. Contractor shall submit verification of the above rates, if requested by Owner's Representative.
- C. Prior to submitting Contractor's first COR or responding to Owner's first COP that involves equipment owned by the Contractor, the Contractor shall submit a list of all equipment anticipated to be used on the Project. Contractor shall provide the hourly rate based on the Equipment Watch Rental Rate Blue Book and as modified by the current AGC/WSDOT Agreement or other sources as referenced in the General Conditions. The Contractor shall use the Owner's COP Equipment Rates form to compute the equipment rate.

1.3 CHANGE ORDER PROCEDURES

- A. Owner Change Order Proposal (COP): Changes may be initiated by Owner through a Publics Work Change Order Proposal form submitted to the Contractor. Such a request is for information and pricing only and is not an instruction to execute changes or to stop work in progress, unless issued as a Field Order.
 - 1. The COP will include:
 - a. A detailed description of changes, products, and location of modification in Project and a statement as to whether overtime work is authorized; and
 - b. Supplementary or revised Drawings or Specifications.

CONTRACT MODIFICATION PROCEDURES

Page 2 of 3

2. An updated Construction Progress Schedule may be requested if the COP impacts the existing Construction Progress Schedule.
- B. Contractor Change Order Request (COR): The Contractor shall initiate changes by submitting written correspondence, in letter format, signed and dated to the Owner's Representative requesting a Change Order Proposal. The letter shall include:
 1. Description of proposed changes;
 2. Reason for making changes;
 3. A specific period of time during which requested price will be considered valid;
 4. Actions required by Owner;
 5. Effect on Contract Sum and Contract Time;
 6. Documentation consistent with the requirements of Part 7.02 and/or 7.03 of the General Conditions supporting any change in Contract Sum or Contract Time, as appropriate;
 7. Statement of why proposed change is not covered in Contract Documents; and
 8. Date the Work is to be completed.
- C. Field Order: In situations where time is of the essence or an emergency condition exists, the Owner's Representative may directly order a change to the Work by a written Field Order signed by Owner's Representative. Field Orders will only be issued on an agreed upon not-to-exceed cost basis, either lump sum or time and materials.
- D. Change Order Pricing:
 1. The cost of the change shall be marked-up in accordance with General Conditions and Modifications to the General Conditions. NO ADDITIONAL MARK-UPS SHALL BE ALLOWED.
 2. Contractor shall provide all backup pricing documentation for a change on the following forms (THESE FORMS SHALL ALSO BE THE ONLY ACCEPTABLE DOCUMENTATION FOR ALL SUBCONTRACTORS.):
 - COP General Contractor Breakdown Summary
 - COP Subcontractor Breakdown Summary
 - COP Cost Breakdown
 3. Owner's Representative may require Contractor to provide certified payroll.
 4. Provide all other supporting documentation as required to substantiate the requested costs such as invoices for rental equipment and freight cost. Total cost and time shall be brought forward to the COP form and signed and dated by Contractor.
- E. Change Order Authorization:
 1. A/E recommendation of COP acceptance to Owner is indicated by A/E's signature.
 2. Upon signature and execution by Owner, the Change Order Proposal becomes a Change Order altering the Contract Sum and/or Contract Time, as indicated.
 3. Contractor may only request payment for changes in the Work against an approved Change Order.
 4. If Owner disapproves the Change Order Proposal, the reason for disapproval will be stated. A request for a revised proposal or cancellation of the proposal will be shown and returned to the Contractor.
- F. Correlation with Contractor's Submittals:
 1. Application of Payment forms shall record each Change Order as a separate item of work (see Section 01 29 76, "Progress Payment Procedures").
 2. Revise Construction Progress Schedule to reflect changes in Contract Time.
 3. Upon completion of Change Order work, record pertinent modifications in the Project Record documents.

CONTRACT MODIFICATION PROCEDURES

Page 3 of 3

G. Distribution:

1. Upon authorization of a Change Order, Owner will transmit one (1) signed copy to Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the administrative and procedural requirements for Contractor progress payment and release of retainage as herein specified and further described in Part 6, Payments and Completion, of the General Conditions.
- B. Owner's forms referenced in this Section include (see Appendix A):
 - 1. Application and Certificate for Payment on Contract (Application for Payment)
 - 2. Construction Invoice Voucher
 - 3. Retainage Invoice Voucher
 - 4. Certificate of Payment of Labor and Materials

1.2 PREREQUISITES FOR FIRST APPLICATION FOR PAYMENT

- A. Progress Schedule: Submit and receive approval of the "preliminary" Progress Schedule.
- B. Prevailing Wage Forms: Submit Statement of Intent to Pay Prevailing Wages form, approved by the Department of Labor and Industries, prior to commencing the Work (see Part 5.04B of the General Conditions). The Owner will not make payment on an Application for Payment until the Contractor has filed with the Owner an approved copy of the form for the Contractor and every Subcontractor of every tier that performed work during the payment period and are included in an Application for Payment. The form shall list every classification of laborer, worker, or mechanic employed by the Contractor and its Subcontractors. THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.
 - 1. The website address link to the prevailing wage forms is included in Appendix A.
 - 2. The website address link to the "Washington State Prevailing Wage Rates for Public Works Contracts" is included in Appendix B.
- C. Schedule of Values: Before submitting the first Application for Payment, submit and receive approval of the Schedule of Values allocating the detail of the Contract Award Amount, in a breakdown acceptable to the Owner, which shall be documented on the Application for Payment (see 1.5A8 "Building Componentization Report" in this Section for additional Final Completion construction cost reporting requirements). The approved Schedule of Values will be used by the Owner as the basis for progress payments. PAYMENT FOR WORK WILL ONLY BE MADE FOR, AND IN ACCORDANCE WITH, THOSE ITEMS INCLUDED IN THE APPROVED SCHEDULE OF VALUES.
 - 1. Format: On 8-1/2" x 11" paper
 - 2. Content: Include as a minimum the following:
 - a. Individual Items of Work.
 - b. Major cost items, which are not directly a cost of actual work-in-place, shall be shown as separate items in the Schedule of Values, and shall include the following items:
 - 1) General Conditions, mobilization, and distinct temporary facilities shall not exceed 3% of the Contract Award Amount.
 - 2) Section 01 77 00 "Closeout Procedures" shall not be less than 4% of the Contract Award Amount.
 - 3) Preparation and submittal to Owner of Construction Baseline Schedule and Submittal Schedule shall not be less than 1/4% of the Contract Award Amount.
 - 4) Preparation of monthly Progress Schedule updates shall not be less than 1/4% of the Contract Award Amount, with the value of each update apportioned equally.

- c. For items on which progress payments will be requested for materials or equipment purchased/fabricated/delivered, but not yet installed, show "initial value" for payment request and "value added" for subsequent stage(s) of completion on that unit of work.
 - d. For each line item of installed value exceeding 10% of Contract Award Amount, show breakdown by major products or operations under each item.
 - e. Breakdown major work efforts by floor or phases or systems as appropriate for ease of review and confirmation of Work completed.
 - f. Breakdown mechanical and electrical systems or phases with material and labor as separate items.
 3. Round figures to nearest dollar amount.
 4. Make sum of total scheduled costs equal to the Contract Award Amount. Do not include State of Washington sales tax.
 5. Coordinate items of the Schedule of Values so that there is a corresponding item in the Progress Schedule.
 6. Revise as requested by Owner.
- D. Subcontractors List: Submit a list of all Subcontractors and major material suppliers consistent with Part 5.20B of the General Conditions.
- E. Retainage: Submit instructions for the disposition of retainage funds.
1. In accordance with Part 6.04B of the General Conditions and Chapter 60.28 RCW, the Owner shall reserve a Contract retainage in an amount not-to-exceed 5% of the moneys earned by the Contractor as a trust fund for the protection and payment of:
 - a. The claims of any person arising under the Contract Documents;
 - b. The State of Washington with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from the Contractor, and;
 - c. The Owner for claims it may have against the Contractor.
 2. Contractor's written instructions should be addressed to Island County Facilities Management, PO Box 5000, Coupeville, Washington 98239.
 3. At the option of the Contractor, the moneys reserved by the Owner shall be:
 - a. Retained in a fund by the Owner; or
 - b. Bonded by the Contractor (if approved by Owner) for all of the Contract retainage in a form acceptable to the Owner; or
 - c. Deposited by the Owner in an Owner's interest bearing account in a bank, mutual savings bank, or savings and loan association; or
 - d. Placed in escrow with a bank or trust company by the Owner.
 - 1) Escrow Agent: If the retained funds are to be placed in escrow, Contractor will select the escrow agent, subject to approval by the Owner. The selected agent must be a bank or trust company in the State of Washington.
 - 2) Escrow Agreement: Pursuant to electing the escrow option, an escrow agreement shall be executed by Contractor, Owner, and bank. A completed and signed escrow agreement in a form acceptable to the Owner must be on file with the Owner for payment before the Contractor's first Application for Payment is processed.
 - 3) Escrow Payments: As each progress estimate is presented for payment, Contractor shall make a voucher request for the retained funds that are to be placed in escrow. Such requests should be prepared on the Owner's Retainage Invoice Voucher form and submitted in four (4) copies with the related Application for Payment. Upon receiving a retainage invoice, the Owner will issue a check payable to the Contractor and the bank jointly. Such checks will be mailed to the bank and the Contractor will receive copies of check transmittal letters.

- 4) Escrow Investments: The bank shall invest the retained funds in bonds and other securities selected by the Contractor from the following list approved by the Owner:
 - a) Bills, certificates, notes or bonds of the United States;
 - b) Other obligations of the United States or its agencies;
 - c) Obligations of any corporation wholly owned by the government of the United States;
 - d) Indebtedness of the Federal National Mortgage Association;
 - e) Time deposits in commercial banks, mutual savings banks, and savings and loan associations in the State of Washington;
 - f) Deposits in savings accounts in commercial banks, mutual savings banks, and savings and loan associations in the State of Washington.
- 5) The investments selected must mature on or prior to the date set for Substantial Completion, including extensions thereof or no later than forty five (45) days following the Final Acceptance of the Work. Interest on such investments shall be paid to the Contractor by the escrow agent as it accrues.
- 6) Escrow Costs and Fees: All escrow costs and fees shall be paid by the Contractor, in accordance with the escrow agreement.

1.3 DRAFT APPLICATION FOR PAYMENT

- A. Submit a draft Application for Payment for Owner's review and comment. The cutoff date shall be five (5) days prior to actual application or as otherwise agreed. Include projected costs to the end of the month in the pay request. Provide the following documents (draft documents may be marked by hand):
 1. Application and Certificate for Payment on Contract form: Fill in required information.
 - a. Mechanical and electrical Subcontractor's draft monthly payment requests shall be submitted, for review and comment, prior to the A/E's and Owner's review of the Contractor's draft monthly Application for Payment.
 - b. List Change Orders approved prior to the submission date individually (last on the form). Use Owner's Change Order designation and description (similar to an original component item of work). DO NOT BILL FOR CHANGE ORDER PROPOSALS UNTIL AN APPROVED CHANGE ORDER HAS BEEN RECEIVED FROM THE OWNER INCORPORATING THE PROPOSAL.
 2. Monthly Subcontractors List and Certifications form.
 3. Stored Materials: The Contractor is solely responsible for the stored materials. Requests for payment on materials stored shall be for materials properly stored on the Project site. In addition to the requirements of the General Conditions, payment for materials stored off-site shall be at the sole option of the Owner and comply with conditions stipulated by the Owner. These conditions may include, but are not limited to:
 - a. Provide supplier invoice
 - b. Provide insurance or a bond to cover the total loss of material and time impact to Project
 4. Monthly Progress Schedule updates with change in Contract Time analysis.
- B. The Owner and the Contractor shall review the Project Record for completeness and accuracy.

1.4 APPLICATION FOR PAYMENT

- A. The Contractor shall submit two (2) hardcopies of the Application for Payment to the Owner after responding to the Owner's comments to the draft application.
- B. The Contractor is cautioned to carefully check all extensions, totals, and required information for accuracy before submittal.

- C. Applications are to be signed by a responsible officer of the Contractor. Do not sign in black ink. (NO PHOTOCOPIES OF SIGNATURE ARE PERMITTED)
- D. The Application for Payment shall include the following Owner forms and documents:
 - 1. Application and Certificate for Payment on Contract
 - 2. Construction Invoice Voucher (for the total amount due)
 - 3. Retainage Invoice Voucher (for the retainage amount)
 - 4. Monthly Subcontractors List and Certifications
 - 5. Invoices for materials stored off-site
- E. Do not include certified payrolls unless requested by the Owner's Representative or required elsewhere.
- F. When the Owner's Representative and A/E find the Application for Payment properly completed and correct, they will sign and transmit all copies of the Application for Payment to the Island County Auditor for payment.
- G. If the A/E or Owner's Representative find the Application for Payment improperly or incorrectly executed, an annotated copy will be returned for a new submittal.
- H. Only minor corrections are allowed on the original, with approval of Owner.

1.5 PRIOR TO FINAL APPLICATION FOR PAYMENT

- A. The final Application for Payment request will be accepted for processing only after providing satisfactory completion of the following:
 - 1. Application and Certificate for Payment on Contract
 - 2. Construction Invoice Voucher (for the total amount due)
 - 3. Retainage Invoice Voucher (for the retainage amount)
 - 4. Monthly Subcontractors List and Certifications
 - 5. Invoices for materials stored off-site
 - 6. Final Completion procedures per Section 01 77 00 "Closeout Procedures"
 - 7. Final Schedule of Values "Contract Sum"
 - 8. "Building Componentization Report" allocating the final Contract Sum to each of the following categories:
 - a. Exterior construction
 - b. Interior construction
 - c. Plumbing and piping
 - d. Lighting and electrical

1.6 RELEASE OF RETAINAGE

- A. Pursuant to the completion of Work performed in accordance with the Public Works Contract and Final Acceptance by the Owner, the following requirements must be satisfied prior to the release of retained Contract funds.
 - 1. "Notice of Completion of Public Works Contract (REV 31 0020)": This Department of Revenue form will be completed by the Owner, establishing the date of Final Acceptance thereon. Three copies of the notice will be mailed to the Department of Revenue and a copy will be transmitted to Contractor.
 - 2. "Certificate of Payment of State Excise Taxes by Public Works Contractor (REV 31 0028)": Following receipt of the Owner's Notice of Completion of Public Works Contract form and after determining that all taxes, interest and penalties due from Contractor have been paid, the Department of Revenue will issue this certificate to Owner, thereby notifying the Owner that it has no objection to the release of retainage to the Contractor.

3. "Certificate of Payment of Contributions, Penalties and Interest on Public Work Contract (EMS 8449 760)": Upon receiving a copy of the Owner's Notice of Completion of Public Works Contract form from the Department of Revenue and determining that the Contractor is in compliance with the provisions of the Employment Security Act, the Employment Security Department will issue this certificate to Owner, thereby notifying the Owner that it has no objection to the release of retainage to the Contractor.
 4. Upon receiving a copy of the Owner's Notice of Completion of Public Works Contract form and determining that the Contractor is in compliance with the provisions of Chapter 51 RCW for payment of industrial insurance premiums, the Department of Labor and Industries will issue a certificate for the Owner, thereby notifying the Owner that it has no objection to the release of retainage to the Contractor.
 5. "Affidavit of Wages Paid on Public Works Contract" (F700-007-000): An Affidavit of Wages Paid, for the Contractor, each Subcontractor, and each sub-tier Subcontractor, approved by the Industrial Statistician of the Department of Labor and Industries, must be submitted by the Contractor to the Owner. Contractors and Subcontractors may file the Affidavit of Wages Paid either on-line at the website link provided in Appendix A or by completing the forms manually.
 6. "Certificate of Payment of Labor and Materials": This Owner's form shall be completed by the Contractor and returned to the Owner. If the only exception to full payment to all Subcontractors is retainage owed to Subcontractors, the appropriate box on the form should be checked.
 7. Invoice Voucher: If the retained funds are on deposit in Owner accounts, the Contractor shall prepare a Retainage Invoice Voucher for the total amount retained and submit to the Owner for payment. If these funds have been placed in escrow at the direction of Contractor, no further invoice is required.
- B. Retainage will be paid by the Owner to the Contractor sixty (60) days following the published date of Final Acceptance, contingent upon the Contractor's compliance with provisions of public works statutes and as stated above. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with State of Washington law.
- C. Address all transmittal of retainage documents to the Owner at:
- Island County Facilities Management
PO Box 5000
Coupeville, WA 98239

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for project management and coordination during construction, in addition to the requirements specified elsewhere in the Contract Documents.
- B. Owner's forms referenced in this Section include (see Appendix A):
 - 1. Request for Information (RFI)
 - 2. Non-Conformance Report (NCR)
- C. The Owner intends to utilize an internet-based construction management system (CMS) for communications and documents controls with the Contractor on this Project (see Section 01 35 00 "Electronic Communications").

1.2 GENERAL COMMUNICATION

- A. The Owner shall designate, in writing, the Owner's Representative for this Project.
- B. All verbal communications between Owner and Contractor shall be for clarification and collaboration purposes and are not binding unless issued in writing through the Owner's Representative.
- C. Potential Contractor communications by and with A/E's consultants shall be through the A/E, and A/E's communications by and with the Contractor's Subcontractors shall be through the Contractor.
- D. In case of an emergency:
 - 1. Contact the Owner's Representative.

1.3 CORRESPONDENCE

- A. Address all correspondence to Owner's Representative.
- B. All correspondence to and from Contractor will be routed through the Owner's Representative.

1.4 CONTRACTOR REQUEST FOR INFORMATION

- A. When field conditions or Contract Documents require clarification or verification by the Owner or Owner's consultants, a written RFI is to be submitted per the following:
 - 1. Identify the nature and location of each requested clarification and/or verification using the RFI form. Provide as a minimum the following information:
 - a. Project name and number
 - b. Date
 - c. Date response required by
 - d. RFI number
 - e. Subject
 - f. Initiator of the question
 - g. Indication of costs, if known
 - h. Location on site
 - i. Contract Drawing reference
 - j. Contract Specification section and paragraph reference
 - k. Descriptive text

2. Number each RFI sequentially beginning with #001. Submit only one question per RFI. Also, RFI's shall be categorized as ARCH, MECH, ELEC, etc.
- B. Owner's Action: Owner will review each RFI, determine action required, and return to Contractor.
 1. Time: Owner will endeavor to respond to RFIs by due date requested by Contractor on form, but not later than within 7 days.
 2. Action may include a request for additional information, in which case Owner's time for response will date from time of receipt of additional information.
 3. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing, and in accordance with requirements of Section 012600, Contract Modification Procedures.

1.5 CLARIFICATIONS

- A. Clarifications may be discussed with Owner, or Owner's consultants, with concurrence of Owner. Following the discussion, the Contractor shall document on an RFI form any agreed upon modification which does not require a Change Order. The Owner may provide supplemental information to clarify the Contract Documents. RFIs and Owner supplemental information (OSI) which modify or change the Work will be authorized only by Change Order.

1.6 NON-CONFORMANCE REPORT

- A. Non-Conforming Work: Work found defective, or in any way not in accordance with the requirements of the Contract Documents, is defined as non-conforming Work.
- B. Procedure: If, after an oral discussion or written notification, the Contractor fails to correct Work that is found defective or not in accordance with the Contract Documents, the Owner will issue a Non-Conformance Report (NCR). Upon receipt of an NCR, the Contractor shall take immediate action to resolve the Work to the Owner's satisfaction, or remove and replace with conforming Work at Contractor's expense and with no increase in Contract Time. Corrective actions for non-conforming Work shall be discussed at construction progress meetings and be completed no later than prior to Final Completion.
 1. Where non-conforming Work requires re-design by an A/E, such re-design costs shall be borne by the Contractor.

1.7 COORDINATION

- A. General Coordination:
 1. The Contractor shall be in charge of this Contract and the Project, as well as directing and scheduling of all Work. Final responsibility for performance, interface, and completion of the Project shall be the Contractor's.
 - a. Anticipate interrelationship of all Subcontractors and their relationship with the total Work.
 - b. Resolve differences or disputes between Subcontractors and materials suppliers concerning coordination, interference, or extent of the Work. Contractor's decisions, if consistent with Contract Document requirements, shall be final.
 2. Cooperation with other contractors during the term of this Project may be required within the building or other adjacent locations to the construction limits of this Project. The Contractor is to cooperate with the Owner in coordination of all work to prevent impact to this or other Owner sponsored construction projects.
 3. Cooperation with building occupants may be required when scheduling construction activities that create excessive noise or structure-borne vibration. The Contractor is to cooperate with the Owner in coordination of all work to minimize these impacts to the Owner's operations (see Section 01 50 00 "Temporary Facilities and Controls").

B. Special Coordination:

1. The Contractor is responsible for receiving, unloading, storage and handling of Furnished by Owner Installed by Contractor (FOIC) items from the time of receipt through Substantial Completion.
 - a. The Contractor is responsible for protecting FOIC and Owner Existing Contractor Installed (OEI) items from damage, such as: damage from exposure to the elements; or from damage to a warranty due to Contractor's improper installation and testing. The costs to repair or replace items damaged while in the Contractor's possession shall be borne by the Contractor.
 - 1) The Contractor shall consult with the Owner to determine the warranty requirements of FOIC and OEI items.
2. Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms early construction completion: One month minimum prior to the date required for the first inspection and testing of fire alarm systems, or other systems required by AHJ for Substantial Completion, or for Owner's Prior Occupancy, the Contractor shall complete the Work of new MDF and IDF rooms, in order for the Owner to install Owner Furnished Owner Installed (FOIO) communications equipment required for early building services activation. The Work includes, but is not limited to, the following:
 - a. Install all finishes and products specified for the MDF and IDF rooms and provide complete mechanical and electrical services for the rooms.
 - b. Install doors and locks and provide three (3) sets of keys to the Owner.
 - c. All necessary Contractor Furnished Contractor Installed (CFCI) conduit pathways between the MDF and IDF rooms shall be installed and CFCI room cable required for the early service outlet locations shall be terminated and tested and the test results provided to the Owner.

The entire room and all components shall be entirely HEPA vacuumed. NO DUSTING OR SWEEPING IS ALLOWED. The rooms must be dust-free and maintained by Contractor dust-free until Substantial Completion.
3. Furnishings, Fixtures, & Equipment (FF&E):
 - a. The contractor shall be responsible for assessing, evaluating, verifying, and confirming the conditions of the building, accessibility, site restrictions, parking, deliveries, storage, installation and staging, hours of availability/accessibility of all the above and any other conditions associated with, and which may affect delivery and installation. All deficiencies or constraints shall be documented and forwarded to the Owner or Owner's Representative using form 01 32 16 "Short Interval Schedule" and 01 45 00 "Contractor Quality Control Daily Report."
 - b. All sub-contractor(s), dealer(s), installer(s), mover(s), and vendor(s) shall provide to the Owner's Representative proof of insurance 24 hours prior to site arrival.
 - c. All products, work, installation drawings, and documents shall meet any and all federal, state, local jurisdictions, and governing authorities including but not limited to codes, laws, ordinances, and regulations applicable to this project including the Americans with Disabilities Act (ADA). It will be the responsibility of the contractor to ensure that applicable regulations and codes are followed.
 - d. The contractor shall coordinate through the A/E for the electrical connection of the FOIC furniture and equipment systems to the building systems. Electrical whips from the manufacturer may require delivery prior to furniture and equipment installation. It is the Contractor who will complete the hardwire hook up.

C. Mechanical and Electrical Coordination:

1. Resolve all tight or restricted conditions involving work of various sections in advance of installation.
2. Coordinate the Work of all sections to ensure that all fixtures, devices, switches, outlets, ducts, pipes, and similar items can be installed as shown.

D. Job Site Field Measurements and Templates:

1. Obtain field measurements required for accurate fabrication and installation of work included in the Contract Documents. Exact measurements are the Contractor's responsibility.
2. Furnish or obtain templates, patterns, and setting instructions as required for installation of all work. Verify in field.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for meetings during construction in addition to requirements specified elsewhere in the Contract Documents.
- B. Contractor and Subcontractor representatives attending meetings must be qualified and authorized to act on behalf of their firms.
- C. The Owner will utilize an internet-based construction management system (CMS) for communications and documents controls with the Contractor on this Project (see Section 01 35 00 "Electronic Communications").
 - 1. Meeting minutes, Contractor construction activity data and work plans, A/E field reports and other such communications shall be distributed electronically by e-mail.
- D. Related Sections:
 - 1. Section 01 32 16 "Construction Progress Schedule"

1.2 PRECONSTRUCTION MEETING

- A. The Owner will schedule a preconstruction meeting to be held prior to the Contractor mobilizing and beginning any Work. This meeting will review Contract administration requirements and mobilization procedures.
- B. Meeting location: To be determined
- C. Participants shall include:
 - 1. Contractor's Project Manager, Superintendent, CQC Representative, Safety and Health Officer;
 - 2. Owner's Representative/ Project Manager;
 - 3. Owner's consultants, as appropriate; and
 - 4. Others, including the Contractor's major Subcontractors as appropriate.
- D. Owner's Representative will: Administer the meeting
- E. Owner will: Record and distribute copies of the minutes within seven (7) days of the meeting to all meeting participants.
- F. Agenda:
 - 1. The Work including, but not limited to:
 - a. Schedule and phasing requirements
 - b. Contractor's use of premises
 - c. Special conditions and coordination
 - 2. Communications including, but not limited to:
 - a. Chain and persons authorized to direct changes
 - b. Requests for Information (RFI), field decisions, and clarifications
 - c. Non-Conformance Reports
 - d. Hazard communication
 - e. Project meetings
 - 3. Contractor's "Site Specific Safety Plan"
 - 4. Administrative and procedural requirements including, but not limited to:
 - a. Contract modification

- b. Progress payment
 - c. Submittals - including Contractor's Progress Schedule
 - d. Electronic communications
 - 5. Testing and inspection
 - 6. Contractor quality control
 - 7. Temporary facilities and controls including, but not limited to:
 - a. Deliveries and storage
 - b. Temporary utilities and enclosures
 - c. Security procedures
 - d. Noise and vibration control
 - e. Cutting, patching, and field engineering
 - f. Utility shutdowns
 - g. Contractor parking
 - h. Housekeeping and waste management
 - 8. Closeout procedures - including Project Record requirements
 - 9. Other information as appropriate
- G. Contractor shall conduct a like meeting, covering the same body of information, with each Subcontractor's project manager and foreman supervising the Work prior to the performance of any work on-site by that Subcontractor.
- 1. Provide Owner copies of meeting minutes prepared by the Contractor with each Subcontractor, when requested by Owner.

1.3 CONSTRUCTION PROGRESS MEETINGS

- A. Progress meetings shall occur weekly until Substantial Completion has been achieved.
- B. Meeting location: To be determined
- C. Participants shall include:
 - 1. Contractor's Project Manager, Superintendent, CQC Representative, and Safety and Health Officer as appropriate;
 - 2. Owner's Representative/ Project Manager;
 - 3. Others, including the Owner's consultants, as appropriate.
- D. Owner's Representative will: Administer the meeting
- E. Contractor shall: Provide schedules, logs and other construction activity data to support the issues discussed at the meeting.
- F. Owner will: Record and distribute copies of the minutes prior to the next progress meeting to all meeting participants and provide copies at each meeting.
- G. Agenda:
 - 1. Review and approve the minutes of the previous meeting noting exceptions, if any
 - 2. Review the progress of the Work since the previous meeting
 - 3. Review the Short Interval Schedule and work plans for progress during the period
 - a. Identify pending meetings
 - b. Discuss safety activities and job hazards analysis
 - 4. Discuss field observations, problems, and conflicts
 - a. Identify problems impeding the construction Progress Schedule
 - 5. Review Quality Control
 - a. Non-Conformance Reports - discuss corrective Work actions
 - 6. Review the Submittal Schedule and RFIs - present methods to expedite as required

7. Review off-site fabrication and delivery schedules
8. Review proposed changes in the Work and substitution requests for:
 - a. Timely processing
 - b. Effect on the Progress Schedule and Substantial Completion
 - c. Effect on any other contracts of the Project
9. Review any other business

1.4 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings shall be held prior to the Contractor or Subcontractors beginning work on each definable feature of the Work identified in the Contract Documents to require a pre-installation meeting and/or as required by the Owner's Representative. Notify Owner's Representative at least ten (10) working days in advance of each pre-installation meeting.
 1. At the Owner's discretion, the Owner may conduct this meeting as part of the Construction Progress Meeting.
- B. Meeting examples include, but not by way of limitation:
 1. Demolition and regulated materials remediation
 2. Water and damp proofing and roofing
 3. Doors, including frames and hardware
 4. Millwork
 5. Finishes
- C. Meeting location: To be determined
- D. Participants shall include:
 1. Contractor's Superintendent, CQC Representative, and Safety and Health Officer as appropriate;
 2. Subcontractor's project manager or foreman supervising the Work, as appropriate;
 3. Owner's Representative;
 4. Owner's consultants as appropriate; and
 5. Others as appropriate.
- E. Agenda:
 1. Review of the pre-installation CQC Work Plan and Contract requirements
 2. Materials - available and ready for use
 3. Submittals
 4. Persons responsible for performing the work
 5. Tests - required tests, criteria for performance, who samples and how often
 6. Safety procedures and requirements
 7. Substrate - criteria for substrate
 8. Other items as appropriate
- F. Contractor shall: Administer the meeting, and record and distribute copies of the minutes within seven (7) days of each meeting to all meeting participants.

1.5 CHANGE ORDER MEETINGS

- A. Change order meetings shall be held to review and resolve any Change Order Proposals, change order requests, or other change order issues pertaining to Contract Modification. Meetings shall be held monthly until all Change Order Proposals are resolved.
 1. At the Owner's discretion, the Owner may conduct this meeting as part of the Construction Progress Meeting.
- B. Meeting Location: To be determined

- C. Participants shall include:
 - 1. Contractor's Project Manager, or cost engineer as appropriate;
 - 2. Owner's Representative;
 - 3. Others, including the Owner's consultants as appropriate.
- D. Owner's Representative will: Administer the meeting
- E. Agenda: Review Change Order Proposals for scope and estimated costs, and negotiate Change Order Proposal prices.

1.6 DRAFT APPLICATION FOR PAYMENT REVIEW MEETINGS

- A. Draft Application for Payment review meetings shall occur monthly.
 - 1. At the Owner's discretion, the Owner may conduct this meeting as part of the Construction Progress Meeting.
- B. Meeting location: To be determined
- C. Participants shall include:
 - 1. Contractor's Project Manager;
 - 2. Owner's Representative;
 - 3. Owner's consultants as appropriate.
- D. Owner will: Administer the meeting
- E. Contractor shall: Present the draft monthly Application for Payment together with the required back up information for review and comment by the Owner and A/E.
- F. Agenda - Discussion will pertain to items such as:
 - 1. Percentage of work complete
 - 2. Off-site storage
 - 3. Bill of quantities
 - 4. Percentage of subcontract payment allocations

1.7 SPECIAL MEETINGS

- A. Special meetings may be called at the discretion of the Owner or Contractor for the purpose of coordinating specific information or resolving special issues related to the Project.
- B. Contractor shall record and distribute minutes within three (3) days of the meeting to all meeting participants.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements, in addition to those defined in the General Conditions, for Baseline Progress Schedule preparation, monthly Progress Schedule updates, change in Contract Time analysis, submittal schedules, and short interval schedules.
- B. Related Sections:
 - 1. 01 26 00, "Contract Modification Procedures"
 - 2. 01 29 76, "Progress Payment Procedures"
 - 3. 01 50 00, "Temporary Facilities and Controls"
 - 4. 01 77 00, "Closeout Procedures"
- C. Owner's forms included by reference for this Section include (see Appendix A):
 - 1. Short Interval Schedule
- D. Total Float is defined as the amount of time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of an activity on the Progress Schedule. Float is not for the exclusive use of either the Contractor or the Owner unless otherwise identified in the Contract Documents.
 - 1. Extensions of time for Contract performance will be granted only to the extent that equitable time adjustments to the affected activity or activities exceed the total float time along the affected paths of the current Progress Schedule at the time a Field Order, or Change Order, was issued for the change.
- E. All Progress Schedule submittals, including monthly Progress Schedule updates, will be reviewed jointly by the Owner's Representative and the Contractor. Such review of the Contractor's schedules shall not constitute an approval or acceptance of the Contractor's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner.
- F. As used in this Section, "Progress Schedule" refers collectively to "Baseline Progress Schedule" and "monthly Progress Schedule updates."

1.2 PROGRESS SCHEDULE

- A. Within fourteen (14) calendar days after Notice-to-Proceed, the Contractor shall prepare and submit to the Owner, for review and comment, three (3) copies of a preliminary Progress Schedule utilizing a Critical Path Method (CPM) logic based on the Contract Documents. The Owner will review the preliminary schedule for conformance with the Contract Documents and provide comments within fourteen (14) calendar days of receipt from the Contractor. The Contractor shall respond to all comments and provide the Owner a Baseline Progress Schedule within fourteen (14) calendar days of receipt of the Owner's comments.
- B. Once the Baseline Progress Schedule is submitted to the Owner, the Progress Schedule shall be formally established as the baseline file within the Contractor's scheduling software. This baseline file shall not be modified without the Owner's written approval.
 - 1. The amount specified in Section 01 29 76 shall be withheld from the Contractor's monthly Application for Payment if the Baseline Progress Schedule and Submittal Schedule, referenced in 1.5 of this Section, are past due and such amount may, at the Owner's sole judgment and discretion, be reduced from the Contract Sum by unilateral Change Order (see Section 01 29 76, "Progress Payment Procedures").

- C. The Baseline Progress Schedule shall be the basis that the Contractor shall use to: plan, organize, and execute the Work; record and report actual performance and progress through updates, and; show how the Contractor plans to complete all remaining Work. The Baseline Progress Schedule and monthly Progress Schedule updates shall be the basis for consideration and analysis of requests for time extensions as specified below. The schedule shall be in the form of an activity based precedence diagram.
- D. The Baseline Progress Schedule and monthly Progress Schedule updates shall be constructed to show the order in which the Contractor proposes to carry out the Work, and to indicate the restrictions of access to and availability of the work area, and availability and use of manpower, materials, equipment, and all activities of trade contractors, equipment vendors, and suppliers. The Progress Schedule shall incorporate contractually specified limitations and restrictions, and contractually specified milestones. Construction activities shall match or be correlated with the pay items in the approved Schedule of Values. The Progress Schedule shall be prepared in sufficient detail with the assignment and coding of all activities by the Contractor and Subcontractors in consideration of, but not limited to, the following Work activities:
1. Access and availability to the Project Site, including road closures;
 2. Identification of interfaces and dependencies with preceding, concurrent, and succeeding contractors, if applicable;
 3. The type of work to be performed and labor trades involved;
 4. All procurement, manufacturing, fabrication (both on-site and off-site), and delivery activities for all major materials and equipment;
 5. Shutdowns of existing Owner's equipment and utility services;
 6. Required delivery dates of OFCI equipment and materials;
 7. Testing, air balancing, and commissioning activities, including submission and approval of test results;
 8. Approvals by regulatory agencies or other third parties, including obtaining an Occupancy Permit;
 9. Coordination for Owner's occupancy including Owner's cleaning, OFOI equipment and furnishings installations;
 10. Planning for phased occupancy by the Owner, with intermediate completion dates;
 11. Contractor's preliminary cleaning and final cleaning operations;
 12. Contractor's Final Punch List Report, Owner's Final Inspection (Punch List), Contractor's corrections, and Owner's re-inspection;
 13. Substantial Completion and Final Completion activities and milestones, and Final Acceptance.
- E. The activities defined in the Progress Schedule shall represent the planned durations in anticipation of normal man-power and equipment utilization in durations of whole working days. No activity durations shall exceed twenty two (22) working days. If approved by the Owner, longer durations may be allowed for non-construction activities such as procurement, delivery, or submittal activities. All durations shall be determined based upon resource planning under contractually defined on-site work conditions. In calculating activity durations, normal inclement weather shall be considered. The Contractor shall schedule the Work to minimize the effect of adverse weather. The Contractor shall also protect the work site from the effects of adverse weather or take other necessary measures such that the Work can be completed within the time established in the Contract Documents and include these provisions in the schedule as appropriate.
- F. Schedule activity identification codes shall not be alphanumeric unless approved by Owner.
1. Activity Description: Provide adequate information to readily identify each activity up to 48 characters in the general descriptive format: action, item, location (such as Install Steel Studs 3rd Floor).

2. The Critical Path shall be clearly indicated on all diagrams submitted. An activity is critical when it is part of the longest duration pathway(s) through the CPM network or when total float is less than or equal to zero.
 3. Clearly identify activities that are planned to use overtime, double shifts, work on weekdays or holidays.
 4. Include a listing of activities with open ends and out-of-sequence progress.
- G. Certification: When requested by Owner, submit certification that each Subcontractor and major equipment supplier has participated in, reviewed, and concurs with the Progress Schedule as it relates to their Work.

1.3 MONTHLY PROGRESS SCHEDULE UPDATES

- A. The Contractor is required to prepare and submit monthly Progress Schedule updates and to participate in monthly schedule update meetings with the Owner as described below.
1. Timely submission of updates is of significant and crucial importance to the management of this Project. Lack of, or late receipt of, updates diminishes their value to the Owner. If a monthly Progress Schedule update is not submitted to and reviewed with the Owner prior to the Contractor submitting its monthly Application for Payment, the monthly Schedule of Values amount for Progress Schedule updates may, at the Owner's sole judgment and discretion, be reduced from the Contract Sum by unilateral Change Order (see Section 01 29 76, "Progress Payment Procedures").
- B. The Contractor shall prepare a monthly Progress Schedule update to reflect work progress achieved since the previous update. Historical performance data and/or records shall not be changed without the approval of the Owner.
- C. The Contractor shall use and maintain a fixed end date when generating the required reports and diagrams for the Owner as specified by this Section. The fixed end date shall be the Substantial Completion date. The fixed end date will be adjusted in subsequent updates only to reflect approved time extensions incorporated by Change Order.
- D. The Project shall be rescheduled each reporting period with:
1. An updated data date.
 2. Actual start/finish dates.
 3. Percent complete.
 4. Remaining durations (for each activity) in the "status" or "current" file.
- E. Show changes occurring since the previous schedule submission, such as:
1. Any major changes in scope.
 2. Activities modified since previous submission including, but not limited to, logic changes.
 3. Revised projections for progress and completion, as applicable.
 4. Any other identifiable changes.
- F. The Contractor shall account for all rain days, for major events, and similar excusable non-compensable delays, during which little or no work is progressed and that are acknowledged by the Owner, in the period within which the events occur.
- G. The Construction Progress Meeting shall be held prior to Owner's review and comment of the Contractors draft Application for Payment, unless otherwise approved by Owner.
1. The Contractor shall provide copies of two tabular reports:
 - a. A total float report clearly indicating the current critical path through Substantial Completion.
 - b. A report of activities sorted by early start dates commencing with the previous monthly progress update and including all updated activities during the previous

month. Actual progress of the previous month will be recorded and incorporated into the update.

2. The Contractor shall provide copies of a narrative report to include:
 - a. A description of the Work that has progressed.
 - b. An explanation of the Work that had been scheduled to be performed in the previous period but was not performed, and why it was not performed.
 - c. Anticipated delay and impact on the schedule.
 - d. Corrective action recommended and its effect.
 - e. A discussion of the Work scheduled for the upcoming period noting any issues or events that could impact this Work.
 - f. If the Contractor intends to make a logic or original activity duration change(s), the report shall include such changes.
3. The Contractor and Owner shall review these reports and discuss any differences or issues raised.

1.4 CHANGE IN CONTRACT TIME ANALYSIS

- A. It is the Owner's desire and intent to resolve all issues affecting the Substantial Completion date in a timely, efficient, and effective manner. To achieve this goal, the Owner and Contractor shall participate in an analysis of all delays and advances of the schedule.
- B. Assessment of impacts due to changes or other events must be performed on the most recent update of the Progress Schedule. Further impacts due to changes or other events shall be assessed utilizing the Progress Schedule update that represents the data date closest to, and just prior to, the date of the impacting event.
- C. The logic and planning elements of the Progress Schedule are the Contractor's responsibility.
 1. No Contract Time shall be modified unless directed by an approved Change Order.
- D. Submission of a valid monthly Progress Schedule update and the completion of a delay analysis impacting the critical path are conditions precedent to the review and approval of any request for an extension in the Contract Time. Failure to complete monthly Progress Schedule updates and to participate in the analysis will defer consideration of any time extensions by the Owner until the Work is completed and all as-built progress can be analyzed by the Owner. Further, the Owner will assess liquidated damages, if any, regardless of the status of any requests for time extensions pending, until any such requests are resolved.

1.5 SUBMITTAL SCHEDULE

- A. General: Within ten (10) calendar days following Owner's receipt of the Baseline Progress Schedule, the Contractor shall prepare and submit to the Owner a complete schedule of work-related submittals based on the Progress Schedule, as required by the Contract Documents ("Submittal Schedule"). Correlate Submittal Schedule with the listing of principal Subcontractors.
- B. Form: Prepare Submittal Schedule in chronological sequence of submittals. Show category of submittal, name of Subcontractor, generic description of work covered, related Specification Section numbers, activity or event code on the Progress Schedule baseline file, scheduled date for first submission, and blank columns for actual date of submittal, re-submittal, and final release or acceptance by the Owner. The Submittal Schedule shall be prepared in sufficient detail and in consideration of, but not limited to, the following:
 1. Preparation and submission of shop drawings, layout drawings, product data, material samples, and mock-ups.
- C. Update the Submittal Schedule monthly and submit to Owner.

1.6 SHORT INTERVAL SCHEDULE

- A. Short Interval Schedule: Prepare and update weekly a four (4) week Short Interval Schedule. Show previous week of actual progress (planned vs. actual performance). Forecast three (3) weeks of start and completion dates for each activity, task, or event in comparison to the Contractor's Construction Progress Schedule.
 - 1. Activities in the Short Interval Schedule shall relate directly to activities in the Progress Schedule.
- B. Format for the Short Interval Schedule should be similar to the Owner's form. The Contractor may submit an alternative format that must first be approved by the Owner. The format shall include comment annotation as necessary.
- C. Copies of the Short Interval Schedule shall be provided at the Construction Progress Meetings and will be used as the basis for discussion of progress and planned work at the meetings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies general administrative and procedural requirements for submittals required by the Contract Documents.

1.2 SUBMITTAL PROCEDURES

- A. The Owner intends to utilize an internet-based construction management system (CMS) for submittals (see Section 01 35 00 "Electronic Communications").
 - 1. The electronic submittal process is not intended to be used for color samples, color charts, or material samples.
- B. Coordination: Contractor shall review submittals for completeness, accuracy, and compliance with the Contract Documents, and shall coordinate the transmittal of submittals to ensure there is no delay in the construction Progress Schedule. Submittal sequencing should coincide with the Contractor's Submittal Schedule.
 - 1. Allow fourteen (14) calendar days turnaround for each submittal, from time of receipt by the Owner. For complex submittals or submittals requiring coordination with subsequent submittals, plan additional turnaround time.
 - a. Provide a "Priority List" when submitting several submittals within a short time.
 - 2. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 3. Submittals received from sources other than Contractor will be returned without action.
 - 4. Incomplete submittals will be returned without review.
- C. Submittal Preparation: Contractor shall place a label on each submittal for processing. Include the following information on the label:
 - 1. Date
 - 2. Owner's Project name
 - 3. Name of Contractor and submittal number
 - 4. Name of the entity that prepared the submittal
 - 5. Specification reference number
 - 6. For Shop Drawing submittals, Contractor's certification that the submittal has been coordinated and reviewed for compliance with the requirements of the Contract Documents, and is approved for Owner's action.
- D. Submittal Transmittal: Contractor shall include a transmittal with each submittal package.
 - 1. Address no more than one topic, or related topics, on a single transmittal (i.e., mechanical items shall not be submitted with electrical items; miscellaneous specialties shall not be grouped; shoring shall be submitted separate from foundations).
 - 2. Record relevant information including, but not limited to: the requested review return date (in order to maintain the construction Progress Schedule) and for Shop Drawings, variations from the requirements of the Contract Documents.
 - 3. Provide the minimum number of each required submittal as noted in the Contract Documents and/or as follows:
 - a. Shop Drawings: one (1) PDF
 - b. Product data: one (1) PDF
 - c. Samples: five (5) samples
 - d. Mock-ups: As required by the Contract Documents
 - e. Reference the Contract Documents for additional submittal requirements
 - 4. Material and Color Samples: Submit samples of actual materials and colors.

- a. Where variation in color, pattern, texture or other characteristics are inherent in the material, submit no less than four (4) variations of each sample to show approximate limits of the variations.
- E. Portable Document Format (PDF) Requirements:
 - 1. All documents are to be created as PDF files from the original source files, unless approved otherwise in writing by Owner.
 - 2. The CAD printer shall be Autodesk DWG to PDF.pc3 print configuration.
 - a. Layer information shall not be included.
 - 3. All documents are to be created with a resolution of not less than 300 dpi.
 - 4. All fonts are to be embedded in the PDF.
 - 5. When compression is used, the algorithm must be LZW, CITT Group 4, or PackBits.
 - 6. The PDF document size must be the same as the original document size if the document were printed (e.g., a 24"x36" print should have a PDF sheet size of 24x36).
 - 7. Each document must be submitted as a single file.
 - a. A single O&M product reference is one file.
 - b. A single drawing is one file.
 - c. A document larger than 11"x17" is defined as single document and is one file.
- F. Owner's Action: Except for submittals provided for the Owner's information, the Owner will: review each submittal, mark each submittal with a uniform self-explanatory action stamp indicating action taken, and return promptly. Typically action stamps indicate:
 - 1. No Exceptions Taken;
 - 2. Revise and Resubmit;
 - 3. Rejected.
- G. Compliance with Contract Documents requirements is the Contractor's responsibility.
 - 1. Owner's approval of submittals does not relieve the Contractor from responsibility for a proper installation, compliance with applicable codes, or coordination of the Work.
 - 2. All submittals required by the Contract Documents will be reviewed by the Owner for CAD drafting compliance, PDF compliance, and to determine completeness of the documents provided.

1.3 SHOP DRAWINGS

- A. General: Shop Drawing submittals are defined in the General Conditions and include, but are not limited to, product data, samples and mock-ups, and layout drawings.
 - 1. Do not reproduce Contract Documents as Shop Drawings.
 - 2. For CAD Shop Drawing submittals, see 01 77 00 "Closeout Procedures."
- B. Product Data: Product data includes manufacturer's printed installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 1. Submittal of standard product data is acceptable only when specific reference to the requirements of the Contract Documents is included. Submit specially prepared manufacture's product data when standard product data is insufficient.
 - 2. Mark each product data submittal and show the following information:
 - a. Compliance with specified product requirements;
 - b. Compliance with any specified industry standards and testing agency standards, with testing agency labels and seals
 - c. Manufacturer's printed recommendations
 - d. Applicable choices and options
 - e. Notation of coordination requirements
 - f. Notation of dimensions established by field measurement, as appropriate

- C. Samples and Mock-ups: Samples include, but are not limited to, actual colors, materials and products to be provided. Mock-ups include field installations and partial assemblies of components.
 - 1. Prepare samples to facilitate review. Provide the following information:
 - a. Generic description of the sample
 - b. Source of the sample
 - c. Confirmation of availability and delivery time
 - 2. Where samples are for selection of appearance characteristics from a range of standard choices, submit a full set of choices for the material or products.
 - 3. Maintain sets of approved samples and mock-ups at the Project site for quality comparisons throughout the course of construction.
- D. Layout Drawings: Drawings include, but are not limited to, fabrication and installation drawings, layouts, schematics, diagrams, schedules, patterns, and templates.
 - 1. Submit drawings drawn to accurate scale. Indicate, at a minimum, the following information:
 - a. Dimensions
 - b. Identification of products and materials included
 - c. Compliance with product installation requirements and/or industry standards
 - d. Notation of coordination requirements
 - e. Notation of dimensions established by field measurement
- E. Coordinated Shop Drawings:
 - 1. Contractor shall coordinate the Work and require the Subcontractors to prepare and submit CAD (Computer Aided Drafting) composite coordinated Shop Drawings at a scale not less than 1/4" = 1'- 0". The coordinated Shop Drawings shall clearly show: how the Work is to be installed in relation to the work of the other Subcontractors including, but not limited to, the structural and the suspended ceiling Subcontractors; all systems routings, sizes and components; space for disassembly and/or removal of major equipment requiring maintenance; access to products and equipment that require periodic maintenance including, but not limited to, cable trays, pull boxes, valves, dampers, switches, motors, filters, control components; and that maintenance access is adequate and in accordance with the requirements of Authorities Having Jurisdiction. The requirements of this Section E shall apply to all mechanical and electrical rooms and tunnels.
 - a. Contractor, working through the Contractor's mechanical Subcontractor, shall: coordinate the mechanical systems and equipment in relationship with other Subcontractor systems and equipment and the building components; and determine if the scheduling sequence and coordination of installations and movement and positioning of large equipment into the building are important to the efficient flow of the Work. The mechanical Subcontractor will at a minimum prepare drawings indicating the following:
 - 1) Planned piping layout showing valve locations and valve-stem movement
 - 2) Clearances for installing and maintaining insulation
 - 3) Access doors
 - 4) Equipment and accessory service connections and support details
 - 5) Fire-rated wall and floor penetrations
 - 6) Accessories such as sizes and location of concrete pads and bases
 - 7) Penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations
 - 8) All equipment requiring maintenance access from ladders six feet or more in height, or from scaffolding
 - b. Contractor, working through the Contractor's HVAC Subcontractor, shall prepare drawings indicating the location, size, and elevation of supply and exhaust systems ductwork and diffusers; fire and smoke dampers; ventilation equipment including

- terminal boxes, fans, and motors with VFD's; seismic bracing; and access doors in ceilings. Coordinate equipment and dampers to avoid maintenance access conflicts with built-in work below (e.g., millwork and equipment).
- c. Contractor working through the Contractor's plumbing and piping Subcontractor shall prepare drawings indicating location, size, and elevation of piping, valves, controllers and headers, cleanouts, guides and rollers, expansion joints, seismic bracing, access doors in ceilings, and fixtures and equipment. Avoid routing plumbing through electrical and data/communications rooms.
 - d. Contractor, working through the Contractor's sprinkler Subcontractor, shall prepare drawings indicating location, size, and elevation of the complete sprinkler system including supply and cross mains routing, valves, seismic bracing, and standpipes. Coordinate location of sprinkler heads on the ceiling layout plans.
 - e. Contractor working through the Contractor's electrical Subcontractor and fire alarm Subcontractors, shall prepare drawings indicating the location, size, and elevation of primary distribution conduit runs, sleeves, pull boxes, junction boxes, CATV boxes, cable tray, seismic bracing, electrical equipment and panels(with working clearances), and fixtures including sound system speakers and terminal cabinets.
 - f. Electrical panels have been purposely located and have priority for indicated locations. Mechanical and plumbing installations provide shall provide all required offsets to ensure that electrical panels are installed in the indicated locations.
2. Contractor shall arrange meetings with its Subcontractors to resolve any apparent conflicts on the coordinated Shop Drawings.
 3. For Owner's information, submit a composite CAD Shop Drawing, showing the work of each participant Subcontractor at the conclusion of coordination of each logical component of the Work.
 - a. CAD backgrounds will be provided by the Owner, as reasonably required by Contractor.
- F. Ceiling Layout Drawings: Contractor shall submit for Owner's review detailed reflected ceiling layout drawings at a scale not less than 1/8" = 1'-0" showing gypsum wallboard soffits and headers with heights, and locations of access doors, roof openings, HVAC diffusers, sprinkler heads, fire alarm devices, lights, and other ceiling mounted appurtenances.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for electronic communications and document control between the Contractor and Owner in supporting the Work of the Contract Documents.
- B. The Contractor will provide the Owner and its Subcontractors access to the Contractor's internet-based integrated construction management system (CMS) which shall be used for communications and document control.
 - 1. Not all Project documents are tracked in the CMS. For most documents not in the system, the Contractor will provide electronic forms created with other industry standard software.
 - 2. Owner's forms are included in Appendix A of these Specifications.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. System Access: The Contractor will provide the required access codes necessary for the Owner's access to the Contractor's CMS website. The Contractor will host the software and administer authority levels and classifications to users to control security access. Access levels will be provided to match only the level necessary to maintain and process electronic documents specified in this Section.
 - 1. Owner shall not be responsible for temporary or intermittent outages.
- B. System Users: The Contractor shall provide a list of all parties from the Contractor's and Subcontractors' staffs and others that will be given access to the system. The Contractor will provide the Owner with access for a maximum of four (4) users, unless otherwise requested by the Owner. The Contractor may, at its sole discretion, elect to enter all required data into the system including input from Subcontractors or may require the Subcontractors to enter their own data, but in either case the Contractor will be responsible for the accuracy of the data entered.
- C. System Training: The Contractor will provide initial training in the use of the CMS website at no cost to the Owner commensurate with requirements for document control specified in this Section.
 - 1. The Contractor will provide a training seminar for up to four (4) representatives from the Owner's organization at no cost to the Owner. A training location and dates for the training will be provided after the award of the Contract. Training is anticipated to begin within two weeks of Contract execution.
- D. Documents Requiring Signatures: All documents requiring signatures for approval shall be processed with the CMS to expedite preliminary concurrence of information only. Receipt of a "hard copy" signature on forms is required prior to implementing action or work as the conditions may require.
- E. Equipment and Software Requirements: A computer with high speed internet access will be required in the Contractor's home office and field office and in the offices of each of its Subcontractors using the CMS. Each computer must utilize Internet Explorer 8 or above and must be equipped to handle current versions of Microsoft Excel and Word documents, as well as pdf and tif files.

- F. Information Input: The responsibility of the Contractor and Owner to enter information and data into the Contractor's internet-based CMS shall correlate with the responsibilities of the same parties as specified in all other sections within these Contract Documents. Responsibilities include, but are not limited to:
1. The Contractor will input Project and cost information from the Contract Award and maintain emergency contact lists, reports, logs, and enter all change documents.
 2. The Owner will enter the Contract Documents and design clarifications with attached drawings and details, after Contractor's approval, and field reports.
 3. The Contractor will enter all meeting minutes, submittals, utility shutdown requests, Requests for Information and other reports and documents required by the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the administrative and procedural requirements for cutting and patching and general alterations of the Project including, but not limited to, preparations, products, transitions and adjustments, and repairs and disposal.
- B. Related Sections:
 - 1. 01 11 01 "Summary of Work – Regulated Materials"

1.2 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall bear all cost of correcting damaged or destroyed work, indicated to remain on the Contract Documents, which is caused from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care by the Contractor and/or the Subcontractors' work.

1.3 SUBMITTALS

- A. Notice:
 - 1. Submit written request two (2) weeks in advance of cutting or alteration which affects:
 - a. Structural integrity of any element of the Project;
 - b. Integrity of weather-exposed or moisture-resistant elements;
 - c. Efficiency, maintenance, or safety of any operational element;
 - d. Visual qualities of sight exposed elements; and
 - e. Work of Owner or separate contractor.
 - 2. Include in request:
 - a. Project name
 - b. Location and description of affected work
 - c. Description of proposed work
 - d. Reason for cutting or alteration
 - e. Alternatives to cutting and patching
 - f. Effect on work of Owner or separate contractor
 - g. Written permission to affect separate contractor
 - h. Date and time work will be executed, including duration of work
 - i. Utility Shutdown Request form, as appropriate
 - 3. Owner will respond in writing to the submitted request.
- B. Visual Matching: When indicated to "match existing," submit products and/or finishes to match existing adjacent finishes for Owner's review and approval or, for patching new work, use the specified materials and finishes in the Contract Documents.

PART 2 - PRODUCTS

2.1 PATCHING AND EXTENDING WORK

- A. The Contractor shall provide products specified in the Contract Documents and/or match existing products with an alternate product of the most suitable grade for the intended purpose.
- B. The Contractor shall determine the type and quality of existing products and finishes by inspection and/or testing, where necessary.
 - 1. Remove samples of existing installed work for testing only when approved by Owner.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to commencing work:
 - 1. The Contractor shall inspect existing conditions to ascertain elements subject to damage or movement and to determine the need for temporary bracing during cutting and patching work; and
 - 2. Verify that materials to be worked-on or removed have been evaluated in the Owner's Regulated Materials "Good Faith" Survey report.
- B. Beginning of cutting or patching means acceptance of existing conditions.
- C. After cutting and/or removing existing work:
 - 1. The Contractor shall inspect conditions affecting performance of new work and notify Owner of any unforeseen physical conditions; and
 - 2. Verify that demolition is complete and areas are ready for installation of new work.

3.2 PREPARATION

- A. Move, or remove, items as necessary for access to cutting and patching work.
- B. For Owner occupied facilities, prepare a noise and vibration control plan in accordance with Section 01 50 00 "Temporary Facilities and Controls."
- C. Schedule shut-downs and obtain permits required for performance of the Work.
- D. Provide temporary supports to ensure structural integrity of the Work.
- E. Provide temporary enclosures, shielding devices and/or other methods to protect the following from damage:
 - 1. Existing conditions that are to remain
 - 2. Owner occupied areas
 - 3. Owner's building systems, including HVAC systems
- F. Establish "hot-works" fire safety precautions required for performance of the Work.

3.3 PERFORMANCE

- A. Execute cutting and patching work in a manner to:
 - 1. Avoid damage to other work;
 - 2. Provide proper surfaces for installation of new work; and
 - 3. Provide a neat transition from existing finishes to new work.
 - a. Fit new work to existing pipes, sleeves, ducts, conduit and other penetrations through surface
- B. For all new work made to existing work under warranty, employ original installer or fabricator to perform cutting and patching unless otherwise approved by the Owner.
- C. Prepare surfaces to provide for the specified installation of new work and finishes.
 - 1. Remove and replace or repair unsuitable substrate materials (e.g., rotted wood, water damaged materials, corroded metals and deteriorated concrete) for new applications.
- D. Restore existing building systems that are impacted by cutting and patching work to original operating conditions.

- E. For penetrations cut in existing fire-rated separations, completely seal new work with fire-stopping materials to full thickness of the penetrated element.
 - 1. Replace existing fire-stopping materials when disturbed by new work.
- F. Unless otherwise indicated in the Contract Documents, cut concrete and masonry materials using a diamond saw in accurately located straight lines. Pneumatic tools are not allowed without Owner's prior approval.
 - 1. Concrete walls: Core drill pipe penetrations. Saw both sides of wall and break out remainder. Minimize overcuts.
 - 2. Concrete floors: Provide temporary support of elevated floor areas requiring removal and saw-cut. Core-drill pipe penetrations.
 - 3. Wood and/or metal frames walls: Cut wall finish materials in straight uniform lines and remove wall framing as required.
- G. Remove debris and abandoned items from the work area, including from concealed spaces.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for Contract closeout including, but not limited to:
 - 1. Project Record
 - 2. Operation and Maintenance Manuals
 - 3. Warranties Manual
 - 4. Operating Instructions and Training
 - 5. Cleaning
 - 6. Owner's Final Inspection
 - 7. Substantial Completion
 - 8. Final Completion, and
 - 9. Final Acceptance
- B. For additional specific construction Work, closeout requirements are described in Divisions 02 thru 49 of the Specifications.

1.2 PROJECT RECORD

- A. General: Project Record documents include the Contractor's as-built Drawings, as-built Specifications, and as-built Shop Drawings required by the Contract Documents. Project Record documents must be protected from deterioration and stored in a secure fire-resistant location.
- B. As-built Drawings: Maintain black line prints of the bid set Contract Drawings and approved Shop Drawings. Mark the drawings to show new information that was not shown on the bid set Drawings, and on the approved Shop Drawings, including the actual installation where the installation varies substantively from the work as originally shown. Mark drawings to show conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Organize as-built Drawings in manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set.
 - 2. Mark with reproducible pencil and distinguish between variations in separate categories of the Work. Text size is to be 1/8" minimum. Good basic drafting practice must be applied.
 - 3. Show bid addenda items, Change Orders, and Request for Information (RFI) responses by their number, and date the revisions with a "cloud" around the revision.
 - 4. Show mechanical dampers, valves, reheat boxes, cleanouts, and other equipment and items that require maintenance.
 - 5. Show location of construction-concealed mechanical, electrical and plumbing (MEP) riser installations including, but not limited to, piping, ductwork, and conduits referenced to visible and accessible features.
 - 6. Show field changes of dimensions and details.
 - 7. X-out conditions not constructed and appropriately annotate "not constructed" to convey the actual as constructed condition.
- C. As-built Specifications: Maintain one (1) copy of the bid set Contract Specifications showing all addenda, substitutions, Change Orders, and RFIs. Give particular attention to the selection of options, changes in product data, and information on elements engineered by the Contractor and note related as-built Drawing information, as appropriate. Clear, legible documentation must be applied.

- D. As-built Shop Drawings: The Contractor shall comply with the following CAD (Computer-Aided Drafting) standards and requirements when preparing as-built record Shop Drawings required by the Contract Documents.
1. Cover sheets shall contain a complete index of all sheets.
 2. Symbols shown must be symbols used in the Contract Documents.
 3. Standard drafting practice shall be:
 - a. Title block
 - 1) All sheets shall have a title block.
 - 2) Title block information is to be on the right side of the sheet.
 - 3) Title blocks shall include the following information:
 - a) Date
 - b) Island County Project Name
 - c) Island County Project Number
 - d) Sheet name
 - e) Sheet number
 - f) Contractor or Subcontractor company name
 - g) A/E's Seal (whoever prepared the document)
 - h) A Key Plan
 - b. Layering format: Use Army Corps of Engineers A/E/C CAD standard found at: <https://cadbimcenter.erdc.dren.mil/CAD>
 - c. Scale and Units:
 - 1) All objects are to be drawn at full scale for the assigned unit of measure.
 - 2) All drawings are to have a unit of measure assigned and not set to "unitless."
 - d. External references usage in CAD Documents: External references are not allowed for submittals. All external references are to be bound using the "bind" option, instead of the "insert" option.
 - e. Area of Work: CAD drawings shall include a boundary that defines the area of work, showing only the area where work is performed.
 4. CAD Compliance Submittal Review Requirements: CAD Shop Drawings shall be electronically submitted for Owner's CAD compliance review and approval prior to submitting as-built record Shop Drawings. The Contractor may request a compliance review at any time during the work prior to Substantial Completion.
 5. Project Record submittal: Provide all record as-built Shop Drawings required by the Contract Documents in CAD and PDF format (per the requirements of Section 01 33 00 "Submittal Procedures").
 - a. CAD files shall be submitted in latest release of AutoCAD .dwg format.
 - 1) Custom menus or arx applications are not allowed if they create a requirement for the drawing to be used. No menus, custom user interface files or arx applications are to be submitted.
 - 2) Each CAD drawing shall represent a single printed sheet where the file name conspicuously identifies the sheet number (e.g. sheet A2.1 CAD file name might be A2-1.dwg).
 - 3) For all disciplines in a submittal, the CAD drawings shall be in a single folder. All supporting files (font files, line types, plot configurations, plot style tables, etc.) are to be in a subfolder.

1.3 OPERATIONS AND MAINTENANCE (O&M) MANUALS

- A. Separate manuals shall be provided by the Mechanical and Electrical (M&E) Subcontractors titled MECHANICAL or ELECTRICAL and an additional manual provided by the General Contractor titled ARCHITECTURAL for all other information. The preliminary manuals shall be labeled "Preliminary" and comply with all requirements.
- B. The O&M Manuals shall contain all the information needed to operate, maintain and repair all systems, equipment, and product finishes provided in the Project. They shall be presented

and arranged logically for efficient use by Owner's operation personnel. As a minimum, the information provided shall include, but not be limited to, the following: (see Architectural, Mechanical and Electrical Divisions for additional requirements)

1. Product description including, but not limited to, manufacturer, product name or equipment make and model number (and other nameplate data), size and dimensions, color, Material Safety Data Sheets (and related product information), and other pertinent information
 2. Supplier's name, address, e-mail address, phone, and reference order numbers
 3. Product finishes maintenance and cleaning instructions
 4. Performance and calibration data for specific product provided (extraneous catalog data must be eliminated)
 5. Descriptions and diagrams of system assembly and configuration (including components and interrelations)
 6. Manufacturer's recommended equipment operating and maintenance instructions, including routine lubrication and servicing data, start-up and shutdown procedures, and any seasonal or emergency procedures
 7. Manufacturer's checklists and methods for troubleshooting
 8. Complete parts list with parts numbers indicating common replacement parts and anticipated useful life
 9. Copies of: digitally signed warranties; any certificates from respective manufacturers, suppliers, and Subcontractors; permits and/or licenses, and; equipment maintenance and service contracts.
- C. The O&M Manuals shall contain the following information for specified items, when the item is specified elsewhere in the Contract Documents:
1. As-built door hardware schedule and submittal documentation
 2. Pull calculations documentation for MV wire, cable, and terminations
- D. Drawings included in the manual shall not exceed 11" x 17."
- E. Hard copy manuals shall be bound in a slant-D, 3-ring, view binder with a clear overlay insert on the front cover and spine.
1. Provide a cover slip sheet and a spine sheet typed with ARCHITECTURAL, MECHANICAL, and (or) ELECTRICAL OPERATIONS AND MAINTENANCE MANUAL, Island County Project name, Island County Project number, Island County Facility number, and Contractor name. Label manuals consecutively (ex., Mechanical 1 of 3).
 2. Each manual shall have a typed index and tabbed dividers between specification divisions and sections or, when presented in a logical format by Contractor and approved by Owner, between systems/equipment categories.
 3. Contents of the manual shall be printed on 8-1/2" x 11" acid free, recycled copy paper.
- F. ARCHITECTURAL, MECHANICAL, and ELECTRICAL manuals may be combined into one manual, with approval of Owner.

1.4 WARRANTIES AND BONDS MANUAL

- A. Assemble executed warranties, and any certificates from the respective manufacturers, suppliers, and Subcontractors. Provide preliminary review copies of all warranties and a final manual with the original documents, titled "Warranties Manual." Manuals shall be assembled in the same format as the O&M Manuals and include a table of contents in complete and orderly sequence.

1.5 OPERATING INSTRUCTIONS AND TRAINING

- A. The Contractor shall provide on-site instruction and training for Owner's personnel in all aspects of the philosophy, operation and maintenance of equipment and systems. Instruction and training shall be provided by a qualified trainer from the Contractor or Subcontractor who supplied and installed the equipment and systems and/or a manufacturer's training representative who is familiar with all aspects of the design, operation, maintenance, and troubleshooting of the specified equipment and systems. Training shall be conducted in a classroom setting with appropriate schematics, handouts, and audio/visual aids. All training shall also be digitally recorded in video, cataloged, and provided to Owner in a DVD/container labeled with session identification and date. Attendance shall be recorded. For work requiring commissioning, see Section 01 91 00 "General Commissioning Requirements" for further training session agenda requirements.
 - 1. Prepare and submit a training plan for Owner's information and coordination. For each training session, the training plan shall include the following:
 - a. Dates, start and finish times, and locations
 - b. Outline of the information to be presented
 - c. Names and qualifications of the presenters
 - d. List of texts and other materials required to support training

1.6 CLEANING

- A. Contractor clean up during construction is specified in the Contract Documents.
 - 1. If Contractor fails to clean as specified in the Contract Documents, and after reasonable notification from Owner, Owner may do so and the cost thereof shall be charged to the Contractor.
 - 2. Contractor shall employ continuous housekeeping cleaning during construction to minimize interior construction dust and particulates during the Work.
- B. Preliminary Cleaning: Perform the following preliminary cleaning operations as a prerequisite for Owner's Final Inspection. The following are examples, without limitation, of minimum cleaning requirements:
 - 1. Remove labels that are not permanent.
 - 2. Remove temporary protective coatings and wrappings from all products.
 - 3. Remove glazing compounds and other vision obscuring substances from transparent and reflective materials provided by the Contractor including, but not limited to, mirrors, glass in doors and interior construction, glass canopies and skylights, and windows inside and out.
 - 4. Clean all exposed building interior surfaces, including cabinet interiors, and new exterior surfaces to be free of foreign substances including, but not limited to, stains and films.
 - 5. Leave floors broom-clean. Vacuum carpeted surfaces and clean consistent with manufacturer's recommendations for installation.
 - 6. Remove and clean all construction debris and refuse from:
 - a. Mechanical and electrical rooms, tunnels and equipment vaults
 - b. Limited access spaces, including above ceiling areas and shafts
 - c. Physically inaccessible components of the Work including wall and chase cavities, gutters and downspouts, floor drains and other drainage systems
 - 7. Wipe surfaces of M&E equipment, including elevator equipment and similar Architectural equipment. Remove excess lubrication and other substances.
 - 8. Clean the Project site of construction waste, rubbish, and litter. Sweep paved areas broom clean and remove stains, spills, and other foreign deposits.
- C. Final Cleaning: Prior to Substantial Completion, employ experienced workers or professional cleaners for final cleaning of the Work. Clean to a condition expected of a normal commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Leave entire Project clean and ready for occupancy. All new interior, including cabinet interiors, and exterior building surfaces, fixtures and equipment shall be turned over to the Owner in a new condition, free of all damage, dust, dirt, spots, stains, encrustations, and other blemishes.
 2. Clean transparent materials including mirrors, glass in doors and interior construction, glass canopies and skylights, and windows inside and out.
 3. Clean plumbing fixtures to a sanitary condition.
 4. Clean light fixtures and lamps.
 5. Owner will wax and apply sealers to vinyl composition tile and sheet vinyl floors.
 6. Apply floor finishes.
- D. Compliance: The Contractor shall:
1. Use non-toxic Green Seal Certified cleaning products, or products with low-volatile organic compounds (VOC), and cleaning paper with a post-consumer recycled content;
 2. Employ equipment with high efficiency particulate filtration and sweep compound to keep dust down; and
 3. Comply with current regulations and standards of authorities having jurisdiction and the safety standards for cleaning specified in the manufacturer's instructions.

1.7 OWNER'S FINAL INSPECTION

- A. Prior to Final Inspection: The Contractor shall satisfactorily complete the following actions prior to the Owner's final inspection of the Project.
1. Submit written notice that the Project is ready for final inspection. Include a copy of the Contractor's final punch list report (see Section 01 45 00 "Contractor Quality Control") and list all incomplete work items that have been reviewed with the Owner, and which the Owner has agreed are not necessary prior to Substantial Completion.
 - a. Include: a written plan/schedule outlining all actions necessary to achieve Substantial Completion, without requiring extra ordinary participation by Owner.
 2. Complete preliminary cleaning operations.
 3. Replace all ventilation systems air filters specified for construction with final filters.
 4. Complete start up and functional performance testing of all systems required by the Contract Documents and AHJ including, but not limited to: electrical testing; environmental control systems point-to-point testing; and HVAC air balancing (if included in the scope of the Work).
 5. Submit the final mechanical pressure test and flushing forms, signed-off by Owner's Representative.
 6. Submit the final copper and fiber optic communications cabling test results in PDF format, on Owner's CMS.
- B. Owner's Final Inspection: Upon satisfactory completion of the actions in 1.7A, Owner will determine if the Project is complete and ready for final inspection and, at Owner's sole discretion, commence final inspection, or provide a written deficiency list of items to the Contractor of work that must be completed to the satisfaction of the Owner prior to the Owner's final inspection. Final inspection is performed by the Owner's representatives.
1. After the Owner has issued the final inspection list of corrective work items, the Contractor shall make the required corrections and/or identify items that the Contractor feels are not required by the Contract Documents, and resolve these items with the Owner.
- C. Re-inspection: Contractor shall request, in writing, re-inspection after completing the Owner's final inspection list of corrective work items and providing the Owner the final inspection report notated with a signed-off approval for each of the corrected items. Those items whose completion is delayed due to circumstances acceptable to the Owner will be exceptions. The Owner's Representative will back check the items or perform a re-inspection.

1.8 SUBSTANTIAL COMPLETION

- A. Substantial Completion: Substantial Completion (for either the entire Work or portions thereof) shall be achieved when all Work, other than incidental corrective and incidental punch list work, is complete including, but not limited to, the following actions:
1. Complete final cleaning operations.
 2. Submit the "Preliminary" Operations and Maintenance Manual for Owner's review and comment in one (1) hard copy and in PDF format, on Owner's CMS.
 3. Submit all sign-offs, releases, jurisdictional settlements, judgments, and other records from AHJ allowing the Owner's full and unrestricted use and benefit of the facilities including, but not limited to, a temporary or permanent certificate of occupancy permit, operating permits and/or licenses for the use of building equipment.
 - a. Provide a list of any outstanding work required by AHJ.
 4. Submit the current Project Record as-built Drawings and Specifications identified "Preliminary" Project Record (marked with the date of submission) in PDF format, on Owner's CMS.
 5. Submit the Project Record as-built Shop Drawings required by the Contract Documents in accordance with this Section 1.2D.5, on Owner's CMS.
 6. Remove all construction tools and temporary facilities not required for Final Completion work from the Project site including, but not limited to, storage sheds, samples and mock-ups, Project identification signage, site fences, temporary enclosures, and construction electrical power and service.
 7. Complete final change-over of locks, transmit new keys to Owner, and return Owner's loaned construction keys.
 8. Complete all air balancing, testing and commissioning work required by the Contract Documents, allowing the Owner to fully occupy the Work for the use for which it is intended. Incidental Work, that is not life safety or occupational safety commissioning work, whose completion is delayed due to circumstances excused by the Owner, will be the exception.
 - a. Submit one (1) hard copy each of the current air balancing report and M&E Commissioning Binders (marked with the date of submission) noting the corrections for deficiencies listed in the "Preliminary" report and binders and indicating any incomplete Work.
 9. Submit all controls systems software files required by the Contract Documents including, but not limited to, lighting and environmental controls.
- B. Substantial Completion: Upon a satisfactory completion of the actions in 1.8A above and the General Conditions requirements for Substantial Completion, the Owner will prepare a letter of Substantial Completion and forward to Contractor. The letter will identify the date of Substantial Completion and include the final punch list report and the commissioning deficiencies list, listing all remaining incomplete work. Contract warranties will begin as of the date of Substantial Completion, as specified in Section 01 78 36 "Warranties," or as otherwise indicated in the Contract Documents.
1. Substantial Completion and the start of warranties for incomplete items will be established in writing by the Owner when the item is determined complete.

1.9 FINAL COMPLETION

- A. Prior to Final Completion: Final Completion shall be achieved when the Work is fully and finally complete, to the Owner's satisfaction in accordance with the Contract Documents including, but not limited to, the following:
1. All Work, including incidental corrective or punch list work, and air balancing and commissioning work is complete and correct to the satisfaction of the Owner.
 2. All remaining temporary facilities are removed from the Project site and the site (including landscape) is restored to original conditions or Contract Documents requirements.

3. All final permits, originally issued as temporary permits, have been submitted.
 4. The final marked-up Project Record as-built Drawings and Specifications identified Final Project Record (marked with the date of submission) have been submitted in hard copy; and in PDF format, on Owner's CMS.
 5. The complete Operations and Maintenance Manual and Warranties Manuals have been submitted in PDF format, on Owner's CMS, and a hard copy of the Warranties and Bonds Manual with original documents has been submitted.
 6. The Contractor's final 3-ring binder of all MSDS used for construction, marked with the date of submission, has been submitted in PDF format, on Owner's CMS.
 7. The Contractor's final cumulative Construction Waste Management Report (marked with the date of submission) has been submitted in PDF format, on Owner's CMS.
 8. All Change Orders are approved and signed by both parties.
 9. A draft of the Final Application for Payment has been submitted to Owner for review and approval.
 10. The final Schedule of Values and the Building Componentization Report in hard and electronic copies (see Section 01 29 76 "Progress Payment Procedures") have been submitted.
 11. The final air balancing report and the final M&E Commissioning Binders (marked with the date of submission) have been submitted in PDF format, on Owner's CMS.
 - a. For Projects with a Test Engineer, the as-built information updating the A/E commissioning basis-of-design has been submitted with the Commissioning Binders.
 12. Specified spare parts, extra stock of materials, and extra materials of value to the Owner, with itemized summary list, have been submitted.
 13. The "Regulated Materials – Waste Manifests" (marked with date of submission) have been submitted in PDF format, on Owner's CMS.
- B. Final Completion: Upon satisfactory completion of the requirements in 1.9A above to achieve Final Completion, the Owner will approve and process the final Application for Payment and establish the date of Final Completion thereon.

1.10 FINAL ACCEPTANCE

- A. Final Application for Payment has been approved by Owner and payment made to the Contractor.
- B. The Owner will establish the date of Final Acceptance and issue the letter of Final Acceptance after the Contractor has completed the requirements of the Contract Documents.
 1. The Contractor shall follow the requirements outlined in the General Conditions and Section 01 29 76 "Progress Payment Procedures" for release of retainage.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the following General Conditions for terms of the Contractor's warranty of Work:
 - a. Part 5.16 "Correction of Non-conforming Work"
 - b. Part 5.21 "Warranty of Construction"
 - 1) If there is any discrepancy in the Contract Documents regarding the warranty period or its date of commencement, the specified passage granting the Owner the longest warranty period ending on the latest date shall govern.
 - 2. General closeout requirements are included in Section 01 77 00 "Closeout Procedures."
 - 3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual sections of the Specifications.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors that are required to countersign special warranties with the Contractor.

1.2 DEFINITIONS

- A. "Standard Product Warranties" are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. "Special Warranties" are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.3 WARRANTY REQUIREMENTS

- A. General: Upon determination that Work covered by a warranty has failed, correct or replace the Work to an acceptable condition complying with requirements of Contract Documents.
- B. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected or replaced and retested and/or re-commissioned reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Costs: The Contractor is responsible for the cost of correcting or replacing including the cost for retesting and/or re-commissioning defective Work, regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- E. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available

under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
2. Right to Refuse Work: The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments have done so.

1.4 SUBMITTALS

- A. Submit written warranties to the Owner's Representative. Provide a draft for Owner's review and comment prior to final execution. Warranties shall identify:
 1. Scope description of what is covered (indicate labor and/or materials requirements);
 2. The Specification reference stating the warranty;
 3. The date of the warranty's start and finish (indicate the specified warranty duration);
 4. Service and maintenance contracts, when specified in the Contract Documents;
 5. Supplier's name, address, e-mail address, and telephone number;
 6. Proper procedure in case of failure; and
 7. Instances which might affect validity of warranty.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.
 1. Refer to individual sections of the Specifications for specific content requirements, and particular requirements for submittal of special warranties.
- C. Include warranties in the Operations and Maintenance Manual (see Section 01 77 00 "Closeout Procedures").
- D. Review and acceptance, by the Owner's Representative, of submitted warranties does not relieve the Contractor of the warranty requirements of the Contract Documents.
- E. The Owner may generate and keep electronic copies of original executed warranties, certifications, and other similar commitments and such copies shall be considered as originals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal from the site of existing construction to accommodate the new construction.
 - 2. Removal of existing components for reinstallation.
 - 3. Salvaging of existing materials.
 - 4. Capping and identification of utility lines.
 - 5. Contractor design of shoring and bracing.
- B. Related Sections:
 - 1. 011000 – Summary of Work: Contractor's use of the site; Special work requirements.
 - 2. 015000 - Temporary Facilities and Controls: Temporary enclosures, guardrails, barriers, barricades, lighting and dust control.
 - 3. 017329 - Cutting and Patching.
 - 4. 017700 - Closeout Procedures: Project record documents.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 016000.

1.2 SUBMITTALS

- A. Make submittals in accordance with Section 013300, unless specified otherwise.
- B. Submit certification that temporary shoring, support, and restraining systems have been designed by a structural engineer licensed to practice in the State of the Project.

1.3 QUALITY ASSURANCE

- A. Comply with the applicable health and safety regulations of the jurisdictional authorities.
- B. Obtain and pay for all permits required for the demolition work.
- C. Obtain approval of demolition procedures which affect the normal operation of Owner occupied spaces.
- D. The design of shorings, temporary supports, and restraining systems shall be the responsibility of the Contractor. Such elements shall be designed and stamped by a Structural Engineer licensed to practice in the State of the Project.
- E. Pre-bid Inspection: Visit the Site to determine existing conditions, and as much as possible to determine the extent of demolition required.

PART 2 - PRODUCTS

2.1 MATERIALS

NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, carefully inspect existing conditions and verify that the work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.

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- B. Do not begin demolition until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective demolition caused by prior observable conditions.
- C. When unanticipated mechanical, electrical, structural or other elements that conflict with intended function or design are encountered, investigate and ascertain the nature and extent of conflict. Promptly submit a written report to Architect. Perform no further demolition in such areas, unless approved by the Architect.

3.2 PREPARATION

- A. Provide and maintain all temporary barriers and security devices necessary for the demolition work. Conform to requirements of Section 015000.
- B. Provide protection to all surrounding public spaces. Perform work and provide temporary construction as approved by the local jurisdictional code authorities.
- C. Protect existing construction which will not be subject to demolition.

3.3 DEMOLITION

- A. Perform demolition as indicated and as required to accommodate the new work. Demolish in an orderly and careful manner. Where demolition exceeds that indicated, verify such demolition with the Architect prior to proceeding.
- B. Protect existing structural members. Contact the Architect prior to modifying structural members beyond the extent indicated. Cease operations and notify the Architect immediately if continued demolition operations might endanger the existing structure.
- C. During demolition operations, notify the Architect of all conditions which differ substantially from those indicated, specified, or expected. Notify the Architect if previously unknown operational, or potentially operational elements, are uncovered during demolition operations. Perform no demolition in such areas, unless approved by the Architect.
- D. Notify the Owner of hazardous materials discovered during demolition operations.
- E. Provide Contractor designed temporary shoring as required to support existing construction against movement or overload during demolition operations, until permanent supports are in place.
- F. Except where noted or specified otherwise, take possession of materials being demolished, and immediately remove from site. Do not overload existing construction to remain with demolished materials. Demolished materials which cannot be recycled or reused shall be disposed of at a legal dump site.
- G. If relics, antiques, corner stones and their contents, commemorative plaques and tablets, or other similar items are discovered, they shall remain the property of the Owner. Notify the Architect prior to removal, and obtain approval on method of removal.
- H. Carefully remove, store, and protect all materials and components to be reused.
- I. Where removal of materials indicated to remain is necessary to facilitate new construction, carefully remove, store, and protect such materials for future reinstallation.
- J. Carefully remove, protect, and turn over as directed, materials and components claimed by the Owner for salvage. Prior to demolition, contact the Owner to determine which items will be claimed.
- K. Where cut edges of the existing construction will be visible in the completed work, cut in uniform straight lines. Concrete and masonry shall be sawcut or coredrilled.
- L. Repair all demolition performed in excess of that required, at no additional cost to the Owner.
- M. Remove all disconnected utility lines. Cap remaining ends. Place markers to indicate location of disconnected utilities. Indicate location of disconnected utilities on the Project Record drawings as specified in Section 017700.
- N. Pay for and coordinate the work performed by public utilities. Notify the affected utility company well in advance of the scheduled work.

- O. Dust producing demolition operations shall be sprinkled in areas not subject to water damage. Provide other approved means of controlling dusting in areas subject to water damage.
- P. Leave site in a condition acceptable to the Owner at all times. Remove demolished materials from site daily as work progresses. Do not overload existing structure with demolished materials.

3.4 CLEANUP

- A. After each demolition phase, leave the area broom clean and ready for the work of other Sections.
- B. Occupied spaces which receive demolition work shall be thoroughly and completely cleaned prior to Owner's daily operations.

END OF SECTION

SECTION 06 1000

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General Conditions, Supplemental Conditions and Division 00 and 01 Specification Sections, apply to **work of this Section.**

1.02 SECTION INCLUDES

- A. Rough Carpentry.
- B. Temporary Weather Protection for Roof Sheathing.

1.03 REFERENCES

- A. References shall be the edition current as of the date of the Contract Documents.
- B. American Wood Protection Association (AWPA):
 - 1. AWPA Standard U1 – Use Category System: User Specification for Treated Wood.
- C. The Engineered Wood Association (APA).
- D. International Building Code (IBC).
- E. International Code Council (ICC).
- F. Voluntary Product Standard (PS):
 - 1. PS 1 – Structural Plywood.
 - 2. PS 20 – American Softwood Lumber Standard.
- G. West Coast Lumber Inspection Bureau (WCLB):
 - 1. WCLB (GR) – Standard Grading and Dressing Rules No. 17.
- H. Western Wood Products Association (WWPA):
 - 1. WWPA G-5 – Western Lumber Grading Rules.

1.04 SUBMITTALS

- A. Refer to Section 01 3300 for submittal procedures.

- B. Coordination Drawings: Provide drawings of exterior walls with fiber cement panel siding showing layout of framing that accommodates the joint layout shown on the Drawings in the fiber cement panel siding.

1.05 QUALITY ASSURANCE

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
 - 1. Acceptable Lumber Inspection Agencies: WCLB and WWP.
- B. Framing Carpenters: Only skilled, journeyman carpenters, that have successfully completed a 4-year, state approved apprenticeship program for wood carpentry construction (or equivalent documented experience), and apprentice carpenters working under the direct supervision of an experienced journeyman carpenter, are approved to do the carpentry work for this project.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Cover wood products to protect against moisture and growth of mold / mildew.
- B. Support stacked products to prevent deformation and to allow air circulation.

PART 2 - PRODUCTS

2.01 DIMENSION LUMBER

- A. Species and Grade: As specified in the General Notes on the Structural Drawings.
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Maximum 15 percent, stack or kiln-dried.
- D. Furring Battens for Rain Screens at Fiber Cement Siding: 2 x 3 Preservative Pressure Treated Lumber of the same species and grade as noted on the Structural Drawings for dimensional lumber.
- E. Sleepers at Shingle Roofing above Rigid Insulation: 2 x 4 Preservative Pressure Treated Lumber of the same species and grade as noted on the Structural Drawings for dimensional lumber.
- F. Backing: 2 x 6 and larger solid lumber, cut from No. 2 Douglas Fir / Larch dimension lumber that is free of large knots, splits or other defects that would reduce the strength of the backing piece.
- G. Wood Nailers and Insulation Stops For Roofing: Preservative pressure treated wood, No. 2 Hem / Fir or Douglas Fir / Larch.
- H. Vent Blocking: 2x lumber cut from No. 2 Douglas Fir / Larch that is free of large knots, splits or other defects that would reduce the strength of the blocking piece.

1. Drill vent holes and attach galvanized wire screen securely over vent openings to prevent entrance of insects and animals.

2.02 TONGUE AND GROOVE (T&G) DECKING

- A. Laminated T&G decking as specified in the General Notes on the Structural Drawings.
 1. Exterior Laminated T&G Decking: Preservative pressure treated wood with clear treatment that will not affect the finishing of the wood. Do not incise.
- B. Surfaces exposed to view shall be finished according to Section 09 9000.

2.03 ENGINEERED LUMBER

- A. Engineered Lumber: As specified in the General Notes on the Structural Drawings.

2.04 CONSTRUCTION PANELS

- A. APA Rated Plywood Combination Subfloor / Underlayment: As specified in the General Notes on the Structural Drawings. Plywood shall be exterior rated (plies and glue).
- B. APA Rated Plywood Roof Sheathing: As specified in the General Notes on the Structural Drawings. Plywood shall be exterior rated (plies and glue).
 1. Thickness: 5/8-inch thick T&G.
- C. APA Rated Plywood Wall Sheathing: As specified in the General Notes on the Structural Drawings. Plywood shall be exterior rated (plies and glue).
- D. Electrical / Phone Component Mounting: 3/4-inch thick APA Rated Fir plywood, sanded face, B-C, exterior grade, PS 1, fire retardant treated.

2.05 ACCESSORIES

- A. Fasteners, Anchors and Anchor Bolts: As specified in the General Notes on the Structural Drawings for structural applications.
 1. Fasteners on Building Exterior, in High Humidity or in Preservative Pressure Treated Wood: Stainless steel or hot-dipped galvanized.
 - a. Use only stainless steel fasteners in wood treated with ACZA preservative treatment.
 2. Anchor for Concrete and Masonry: As specified in the General Notes on the Structural Drawings for structural applications and the following:
 - a. Concealed Location: Zinc plated steel, expansion type fasteners manufactured by Rawl or Hilti.

- b. Exposed Location: Hot-dipped galvanized or stainless steel.
 - c. Preservative Pressure Treated Wood: Hot-dipped galvanized or stainless steel.
 - 1) Use only stainless steel anchors in wood treated with ACZA preservative treatment.
- B. Die-Stamped Framing Connectors: As specified on the Structural Drawings; hot dipped galvanized steel, ICC approved, Simpson *StrongTie* or approved equal.
 - 1. Connectors Exposed to Weather: Hot dip galvanize after fabrication.
- C. Joist Hangers: As specified on the Structural Drawings; hot dipped galvanized steel, ICC approved, sized to suit framing conditions and loads, Simpson *StrongTie* or approved equal.
- D. Sheathing Clips: H-shaped extruded aluminum, match thickness of panel.
- E. Construction Adhesive: APA AFG-01, Waterproof, solvent base, air cure type, cartridge dispensed.
- F. Building Paper: 30 lb. asphalt saturated felt.
- G. Sill Gasket on Top of Foundation Wall: 1/4-inch thick, match width of sill plate, ribbed closed cell plastic foam from continuous rolls; Owens Corning *FoamSealR* or similar.
- H. Metal Screen (Insect Screen): Heavy-duty hot-dipped galvanized steel woven wire mesh, 1/8-inch square opening, supplied in rolls.
 - 1. Staples for Attaching Metal Screen: Galvanized or stainless steel, 16 gauge, 7/16-inch crown, 1-inch minimum length, power actuated.
- I. Soffit Vent at Laminated T&G Decking: Fry Reglet Soffit Vent PCS-75-V-400, 4-inch wide pre-finished aluminum soffit vent. Locations are shown on the Drawings.
 - 1. Finish: As selected from the manufacturer's full range of finish options.
- J. Soffit Vent at Fiber Cement Soffits:

2.06 FACTORY WOOD TREATMENT

- A. Preservative Pressure Treatment of Lumber Above Grade: AWWA Treatment U1 using waterborne preservative designated in AWWA UC3B as suitable for above grade use to 0.25 percent retention.
 - 1. Kiln dry after treatment to maximum moisture content of 19 percent.
 - 2. Do not incise wood exposed to view in the finish construction.

3. Treat wood in contact with roofing, flashing, or waterproofing.
4. Treat wood in contact with masonry or concrete.
5. Borate treatments are not acceptable.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Review, coordinate and accommodate work of other trades that interface with, affect or are affected by the work of this section so as to facilitate the execution of the overall Work of this project in a coordinated and efficient manner.
- B. Coordinate installation with plate connected wood truss installation specified in Section 06 1753.
- C. Coordinate installation with glue-laminated beam installation specified in Section 06 1800.
- D. Coordinate the layout and location of wall framing and solid 2x wood backing required for attachment and support of toilet and miscellaneous accessories shown on the Drawings and specified in Section 10 2800.
- E. Coordinate the layout and location of wall framing and solid 2x wood backing to accommodate layout of cabinets and wall supported countertops shown on the Drawings and specified in Section 12 3200.
- F. Coordinate the layout and location of wall framing and solid 2x wood backing required for attachment and support of surface-mounted plumbing items specified in Division 22.
- G. Coordinate the layout and location of wall framing and solid 2x wood backing required for attachment and support of surface-mounted electrical items specified in Division 26 through 28.
- H. Coordinate the layout and location of wall framing and solid 2x wood backing required for attachment of exterior siding.

3.02 TEMPORARY WEATHER PROTECTION FOR ROOF SHEATHING

- A. General: Roof sheathing shall not be allowed to become wet during roof sheathing installation. Roof sheathing shall not be installed during wet weather.
 1. Coordinate the installation of roof sheathing to coincide with dry weather so the roof sheathing is not exposed to wet weather or allowed to get wet.
 2. Coordinate the installation of the roofing underlayment specified in Section 07 3113 so the roof sheathing is not exposed to wet weather or allowed to get wet.

3. Schedule the nailing inspection of the roof sheathing with the testing agency or authorities having jurisdiction so that the roof sheathing is not allowed to get wet.
4. Protection: Plan for and provide temporary protection of the building roof sheathing to protect it from becoming wet due to inclement weather.
 - a. Provide reinforced waterproof tarps with reinforced edges and grommets suitable for providing temporary waterproof cover over the roof sheathing that is exposed to wet weather.
 - 1) Tarps shall be large enough to cover entire area of roof deck exposed to weather with minimal joints sealed watertight.
 - 2) Provide tie down rope and sandbags as required to secure tarp in place.
5. Provide temporary protection so that the roof sheathing will remain dry between the completion of the roof sheathing installation and the installation of the roof underlayment.

3.03 GENERAL

- A. Drilling, Notching and Cutting: Coordinate and control drilling, notching and cutting of all framing members required to admit or install work of other trades, do not violate the structural integrity of any wood framed members, comply with restrictions and requirements of Structural Engineer, IBC and local Building Official.
- B. Nailing: Nailing shall conform to the size and spacing shown on the Structural Drawings; where nailing is not indicated, provide nailing per IBC Table 2304.9.1. Fastener Schedule.
- C. Wood in Contact with Concrete shall be preservative pressure treated.
 1. At ends of beams, behind engineered wood ledgers or at similar situations, separate wood from concrete or masonry with building paper.
- D. Project Special Requirement: Select fastener lengths that will not penetrate the exposed side of the Laminated Tongue and Groove (T&G) Decking. The decking is an exposed finish that shall not be damaged and the face shall not be penetrated by fasteners at exposed conditions.

3.04 INSTALLATION – WOOD FRAMING

- A. Cut and fit framing members accurately, set members level, plumb, and true to line. Discard bowed, crooked or twisted pieces or with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Wall Plates: Comply with size(s) shown on Structural Drawings.

1. Bottom plates bearing on concrete shall be preservative pressure treated.
 2. Bore holes of proper diameter for anchor bolts accurately; oversized or elongated holes are not acceptable.
 3. Install continuous sill gasket under bottom plates of exterior walls.
- C. Wall Framing: Cull out bowed, crooked, twisted or inconsistent width framing, align framing members so that finish walls are straight, free of waviness and within specified tolerances.
- D. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- E. Install structural members full length without splices.
- F. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated on Drawings and Structural General Notes, but not less than required by applicable codes.
- G. Install horizontal spanning members with crown edge up and not less than 1-1/2-inches of bearing at each end.
- H. Provide framing members at vertical ends / edges of GWB and wall sheathing and at ends of floor sheathing.
- I. Construct headers at floor, roof and wall openings required by the design and work of other trades. Where not shown, provide double joist headers; use metal joist hangers unless otherwise detailed.
- J. Provide mid-span bridging at joists as shown on the Drawings and at spans in excess of 8 feet. Fit solid blocking at ends of members and at bearing points.
- K. Frame wall openings required by the design and for work of other trades. Where not shown, provide a minimum two or more studs at each jamb; support headers on cripple studs; coordinate with requirements of Structural Drawings.
- L. Provide blocking between framing members wherever required by Drawings, IBC, Building Official, or good construction practice.
- M. Fire Stops: Install solid 2x lumber blocking fire stops (or other approved material) in accordance with the requirements of the IBC and the Building Official including, but not limited to the following locations:
1. In concealed spaces of stud walls and partitions, including furred spaces, at the ceiling and floor levels and at 10-foot intervals both horizontal and vertical.

2. At interconnections between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings, cove ceilings and suspended lay-in ceilings.
 3. Concealed spaces behind combustible trim and finish: Fire stop at intervals not exceeding 10 feet.
 4. Concealed spaces behind exterior cornices or other elements: Fire stop at intervals not exceeding 20 feet.
 5. In wall framing in line with stair stringers and between stair stringers and wall.
- N. Provide additional framing members and / or modifications required to accommodate work of other trades.
- O. Provide backing and miscellaneous members as indicated or as required to support work provided by other trades (finishes, fixtures, specialty items, trim, etc.).

3.05 INSTALLATION – WOOD BACKING

- A. Install solid wood backing flush with face of studs for attachment of surface mounted work by other trades, 2 x 6 minimum size.
1. Secure backing in wood framed walls as required to support the following loads imposed by surface mounted items; minimum fastening shall be three 16d power driven nails in each end of backing:
 - a. Visual Display Boards (Refer to Drawings for locations)
 - b. Grab Bars (350 pound live load).
 - c. Door Wall Stops (250 pound impact load).
 - d. Countertop Support Brackets (300 pound live load).
 - e. Other Surface Mounted Work (200 pound load).
 2. Nailer Backing: Provide solid 2x wood nailer backing wherever finish nails are required for attachment of surface mounted items, including:
 - a. Wood Trim / Base.
- B. Fiber Cement Siding and Trim: Provide solid 2x wood backing for fiber cement siding and trim attachment points that do not occur on framing members to facilitate secure attachment of siding.
- C. Furring Battens for Rain Screens: Provide and install non-permeable membrane (10 mil poly) between furring and any metal flashing or trim.

- D. Toilet Accessories: Provide solid 2x wood backing for attachment of toilet accessories.
- E. Casework: Provide solid 2x wood backing for attachment / support of casework.

3.06 INSTALLATION – CONSTRUCTION PANELS

- A. Floor Sheathing: Secure panels perpendicular to framing members, with ends staggered and sheet ends over firm bearing.
 - 1. Use only full sized panels, cut to fit; do not use cutoff ends pieced together where a full size panel will fit.
 - 2. Edge / End Gap: Install sheathing panels with gap between sheets as recommended by APA.
 - 3. Provide solid edge blocking between sheets where shown on Drawings.
 - 4. Nail panels to framing at spacing indicated on Structural Drawings.
- B. Roof Sheathing: Secure panels perpendicular to framing members, with ends staggered and sheet ends over firm bearing.
 - 1. Install roof sheathing in dry weather and cover with temporary or permanent roofing immediately to avoid panels getting wet.
 - 2. Use only full sized panels, cut to fit; do not use cutoff ends pieced together where a full size panel will fit.
 - 3. Edge / End Gap: Install sheathing panels with gap between sheets as recommended by APA.
 - 4. Nail panels to framing at spacing indicated on Structural Drawings.
- C. Wall Sheathing: Orient sheathing panels with long dimension perpendicular to wall studs and ends over firm bearing, stagger end joints between adjacent panels.
 - 1. Use only full sized panels, cut to fit; do not use cutoff ends pieced together where a full size panel will fit.
 - 2. Edge / End Gap: Install sheathing panels with gap between sheets as recommended by APA.
 - 3. Nail panels to framing at spacing indicated on Structural Drawings.

3.07 INSTALLATION – ACCESSORIES AND MISCELLANEOUS WOOD

- A. Install sill gasket over sheet-applied air and water barrier strip on concrete foundation and under exterior wall plates. Puncture gasket cleanly and fit tightly to protruding foundation anchor.

- B. Coordinate installation of glue laminated structural units and wood trusses.
- C. Construct wood curbs at roof openings for roof-mounted mechanical equipment, except where prefabricated curbs are provided.
 - 1. Provide preservative pressure treated wood lumber.
 - 2. Form corners by alternating lapping side members.
- D. Backing for Owner Installed Items: Provide backing for Owner installed items indicated on Drawings.

3.08 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

3.09 DRILLING, CUTTING AND NOTCHING

- A. Do not drill, cut, notch or alter any structural framing, except as noted on the Drawings and in this specification, without the approval of the Structural Engineer.

3.10 ALIGNMENT OF WALL FRAMING

- A. Finished walls shall be straight and free of waviness when viewed from the side.
- B. Using a 10 foot straight edge, check the alignment of wall framing members marking each stud that is out of alignment for correction.
- C. Correct misaligned framing that will result in walls appearing to be wavy or crooked:
- D. Plane off excess on studs that are bowed or wider than adjacent studs.
- E. Shim face of studs that are bowed or narrower than adjacent studs.
- F. Install a sister stud alongside to straighten or align a stud.

3.11 WORKMANSHIP

- A. Carpentry work shall be accomplished using the best workmanship, including the following:
 - 1. Crooked, bowed, twisted or damaged lumber culled out and used for blocking / backing.
 - 2. End cuts at proper angle and length for tight fit.
 - 3. Nailed connections free of splitting or damage.

4. Framing aligned plumb and square.
 5. Framing conforming to specified tolerances.
 6. Bolt / anchor holes not oversized or misaligned.
 7. Panel ends aligned at center of supporting framing member.
 8. Panel ends and edges properly gapped.
 9. Consistent nail spacing on panels.
- B. Any part of the carpentry work installed with improper or poor workmanship shall be removed and replaced.

3.12 TOLERANCES

- A. Framing Members: 1/4-inch from true position, maximum, provided other tolerances are met; does not apply to face alignment of wall framing members.
- B. Wall Plane (Flatness): Maximum of 1/4-inch in 10-feet out of plane (this equates to no more than 1/8-inch gap at each end of a 10-foot-long straightedge center on high spot in wall, or no more than 1/8-inch gap at center of a 10-foot-long straightedge centered on low spot in wall).
- C. Wall Out Of Plumb: Maximum 1/8-inch.
- D. Surface Flatness of Floor and Roof Decks: 1/8-inch in 10-feet maximum, and 1/4-inch in 30-feet maximum.
- E. Variation from Plane (Other than Floors): 1/8-inch in 10-feet maximum, and 1/4-inch in 30-feet maximum.

3.13 FIELD QUALITY CONTROL

- A. Contractor Quality Control: Employ / assign quality control personnel to monitor the work of this section for conformance to the requirements of this section and to good construction practices.
1. Contractor is solely responsible for managing and controlling the quality of the work and conformance with the requirements of this section.
- B. Conduct the following inspections of carpentry work:
1. Inspect framing for conformance to structural requirements as work progresses, including, but not limited to nailing, blocking, fasteners, hold-downs, framing connectors.
 2. Inspect wall framing to confirm walls are straight and plumb in conformance with specified tolerances.

3. Inspect panel nailing for conformance to specified nailing schedule as work progress and prior to cover.
 4. Inspect framing prior to cover for damage and any notching, cutting or boring of framing that exceeds Code or structural requirements.
 5. Just prior to cover, after building is dried in and framing is dry, inspect wall framing using a 10 foot long straight edge to identify framing members that are out of alignment and require correction prior to cover.
- C. Owner will engage an independent inspection agency to perform field inspections and tests and prepare reports, in accordance with Section 01 4500.
1. Coordinate inspection of floor, roof and wall sheathing installation by independent testing company when completed and prior to cover.
 2. Provide testing agency with safe access to the work to allow required inspections.
 3. Correct deficiencies or remove and replace any work that inspections indicate do not comply with specified requirements.
- D. Non-conforming work will be reinspected and tested for compliance at Contractor's expense.
- E. Schedule of Required Inspections and Tests: Refer to Structural Drawings for quality assurance and special inspection requirements for carpentry related work.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood doors.
 - 2. Door accessories.
- ~~B. Related Section:~~
 - ~~1. 087300 - Door and Hardware Installation.~~
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 016000.

1.2 REFERENCES

- A. Architectural Woodwork Institute (AWI): Architectural Woodwork Quality Standards, Guide Specifications, and Quality Certification Program; current edition.
- B. International Building Code (IBC)
- C. NFPA 80 - Fire Doors and windows.
- D. Window and Door Manufacturing Association (WDMA): Industry Standard I.S.1-A current edition.

1.3 SUBMITTALS

- A. In accordance with Section 013300.
- B. Product Data: Submit manufacturer's product literature for each type of door.
- C. Shop Drawings: Indicate door sizes and thickness, materials, stile and rail reinforcement, internal blocking for hardware attachment, cutouts for glazing and louvers, louver details and glazing stops.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Installed frame and door assembly shall conform to NFPA 80 for fire rated class indicated.
 - 2. Where doors are noted with an hourly fire resistance rating, provide door and frame assemblies labeled by Underwriter's Laboratory, or any other testing laboratory approved by the local code authorities, to meet the hourly fire rating noted. Assemblies shall meet IBC requirements for positive pressure.
 - 3. Include "S" label on fire rated door assemblies which are located at 1 hour rated exit corridors.
- B. Urea-Formaldehyde Free: All materials used to manufacture the door shall be urea-formaldehyde free.

1.5 DELIVERY, STORAGE, AND PROTECTION

- A. In accordance with Section 016000.
- B. Package, deliver, and store doors in accordance with AWI requirements.

1.6 WARRANTY

- A. Furnish manufacturer's standard warranty under provisions of Section 017700.

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PART 2 - PRODUCTS

2.1 DOORS

- A. Stile and Rail Type Doors:
 - 1. AWI Section 1400, Premium grade.
 - 2. Furnish veneered stiles and rails with solid stock wood molded profiles, unless approved otherwise; MDF, glued up lumber or laminated veneer core;
 - 3. Face Veneer:
 - a. Paint Grade Veneer: Medium density overlay or paint grade birch.
 - 4. Where indicated, provide factory preglazing with 1/2 inch insulating tempered glass units as specified in 088000.
 - 5. Where scheduled, provide 20 minute labeled doors.
 - 6. 1-3/4 inch thick, unless indicated otherwise.
 - 7. Where intumescent seals are required to meet positive pressure labeling requirements, provide concealed edge sealing system built into the door edge.
- B. Solid Core Flush Doors:
 - 1. Approved Manufacturers: One of the following.
 - a. Marshfield-Algoma brand, Aspiro Series of Masonite Corporation (877-332-4484).
 - b. Eggers Industries (Two Rivers WI; 920-793-1351).
 - c. VT Industries (Holstein, IA; 800-827-1615)
 - d. Vancouver Door (Puyallup, WA; 800-999-3667).
 - 2. AWI Section 1300, PC-5 or PC-7; Premium grade.
 - 3. Core: Solid particleboard, unless required otherwise for fire labeling requirements; formaldehyde free.
 - 4. Furnish labeled doors as required to meet the hourly fire rating indicated.
 - 5. Face Veneer:
 - a. Paint Grade Veneer: Medium density overlay or paint grade birch.
 - 6. Where intumescent seals are required to meet positive pressure labeling requirements, provide concealed edge sealing system built into the door edge.

2.2 ACCESSORIES

- A. Glass Stops: Wood type, except as required to conform to labeling requirements; finished to match door finish.
- B. Non-Rated Louvers: Roll formed steel or extruded aluminum material, factory primed for field painting as specified elsewhere; Inverted 'V' blade design; 30 percent free area; tamperproof fasteners.

2.3 FABRICATION

- A. Fabricate doors to the configurations indicated, in accordance with the AWI standards specified, and to fire rated labeling requirements. Attach fire and smoke rating labels.
- B. Bevel lock and hinge edges 1/8 inch in 2 inches on single acting doors.
- C. Bond edge banding to solid core with hot melt or RF cured adhesive.
- D. Prefit and premachine doors in accordance with AWI 1300-S-6. Premachine for hardware specified in Section 087100, and locate as specified in Section 087300.
- E. Doors may be field finished or shop finished in accordance with the requirements of Section 099000, at the Contractor's option. Factory refinishing shall be AWI Premium Grade Conversion Varnish or AWI Premium Grade U-V Cured Polyurethane.
- F. Provide metal astragals to meet fire rating requirements for double fire doors. Finish to match door.
- G. Factory install door louvers.
- H. Factory pre-glaze doors.
- I. Flush Door Blocking: For flush doors, provide solid lock blocks and special blocking as required for the hardware components specified elsewhere. Blocking for fire rated doors shall meet the door manufacturer's labeling requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install doors as specified in Section 087300, in accordance with manufacturer's instructions, and the fire rated labeling requirements.

3.2 INSTALLATION TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.3 ADJUSTING AND CLEANING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Installation of hardware specified in Section 087100.
 - 2. Installation of wood doors.
 - 3. Installation of hollow metal doors.
 - 4. Installation of aluminum doors in aluminum frames; frames installation is specified in other Sections.
- B. Related Sections:
 - 1. 081400 - Wood Doors.
 - 2. 087100 - Door Hardware.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.

1.2 REFERENCES

- A. National Fire Protection Association (NFPA): 80 - Fire Doors and Windows.
- B. American National Standards Institute (ANSI): A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames.
- C. The Door and Hardware Institute (DHI): Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames.

1.3 QUALITY ASSURANCE

- A. Installers of doors and finish hardware shall be skilled mechanics experienced in this type of work.
- B. Fire rated doors and hardware shall be installed in accordance with the labeling requirements.

1.4 ENVIRONMENTAL CONDITIONS

- A. Do not subject wood doors to abnormal heat, dryness, or humidity, or sudden changes thereof. Condition doors to average prevailing humidity prior to hanging.

PART 2 - PRODUCTS

2.1 DOORS, FRAMES, AND HARDWARE

- A. Doors, frames and hardware are specified in other sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- B. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.

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3.2 DOOR INSTALLATION

- A. Install doors in accordance with the door manufacturer's printed instructions.
- B. Install doors plumb and square in associated frames maintaining specified clearances.
- C. Except where specified otherwise in the respective door sections, maintain clearances of 1/8 inch at jambs and heads, 1/8 inch at meeting stiles for pairs of doors, and 1/2 inch from bottom of door to top of decorative floor finish or covering, except where threshold is shown or scheduled provide 1/4-inch clearance from bottom of door to top of threshold.
- D. Install hollow metal doors in accordance with ANSI A250.8 and HMMA 840.
- E. Install fire rated doors in accordance with NFPA 80.
- F. Install doors to operate freely, but not loosely, free from hinge bound conditions, sticking or binding. Do not install in frames which would hinder operation of doors.
- G. Ensure doors are free from rattling when in latched position.

3.3 FINISH HARDWARE INSTALLATION

- A. Install hardware plumb, level and true to line in accordance with manufacturer's templates, printed instructions and Project conditions.
- B. Install fire rated hardware in accordance with NFPA 80.
- C. Where cutting and fitting is required on substrates to be field painted or similarly finished, install, fit, remove and store hardware prior to finishing. Reinstall hardware after finishing operations are completed.
- D. Do not install surface mounted items until finishes have been completed on the substrate.
- E. For substrates which are not factory prepared for hardware:
 - 1. Mortise work to correct size and location without gouging, splintering or causing irregularities in exposed finish work.
 - 2. Fit faces of mortised components snug and flush without excessive clearance.
- F. Coordinate installation of electronic hardware with electrical service and fire alarm system as applicable.
- G. Hardware Locations: The following is a general listing and may contain items which do not apply to this Project.
 - 1. Butt Hinges:
 - a. Top: 5 inches from inside head of frame down to top of hinge.
 - b. Bottom: 10 inches from finish floor to bottom of hinge.
 - c. Intermediate: Equally spaced between top and bottom hinges.
 - 2. Pivots:
 - a. Top and Bottom: According to manufacturer's templates.
 - b. Intermediate: Equally spaced between top and bottom pivots.
 - 3. Locksets and Latchsets: 38 inches from finish floor to centerline of knob or lever.
 - 4. Dummy Trim: Backset and height to match locks and latches.

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5. Deadlocks and Deadlatches: 48 inches from finish floor to centerline of cylinder.
6. Push/Pull Latches: 45 inches from finish floor to centerline of latchbolt.
7. Exit Devices: 38 inches from finish floor to centerline of cross bar or touch bar.
8. Emergency Access Door Stops: 60 inches from finish floor to centerline to stop.
9. Door Closers:
 - a. Degree of door swing as indicated in Hardware Schedule approved by Architect, or if not indicated, locate to permit maximum door swing.
 - b. Locate on interior side of exterior doors.
 - c. Locate on stair side of doors at stairways.
 - d. Locate on room side for doors in public areas, corridors and other similar areas.
10. Push/Pull Bar Sets:
 - a. Horizontal push bar centered at 42 inches above finish floor, extending full width from centerline to centerline of door stiles extending full width with bar ends centered at 4 inches from each edge of door.
 - b. Vertical pull bar centered on door stile centerline at 4 inches from door edge with top/bottom mounting at 45 inches above finish floor and equipped with stud to pass through door for concealed set screw mounting of push bar on opposite side.
11. Push Plates and Pulls (Back to Back): Centerline 42 inches above finish floor. Center plate between door edge and glazed opening, or 2 inches from plate edge to door edge if door is not glazed. Pull centered in relationship to plate size.
12. Door Pulls (Mounted Independently): Centerline of grip at 42 inches above finish floor, centered between door edge and glazed opening, or centerline of pull 3 inches from door edge if door is not glazed.
13. Push Plates (Mounted Independently): Centerline 45 inches above finish floor, centered between door edge and glazed opening, or 2 inches from plate edge to door edge if door is not glazed.
14. Combination Push/Pull Plates: Bottom edge 40 inches above finish floor, centered between door edge and glazed opening, or 2 inches from plate edge to door edge if door is not glazed.
15. Wall Stops: Place on adjacent wall at height to contact knob, lever or pull.
16. Wall Stop/holders: Place on adjacent wall immediately above base materials positioned such that door will strike bumper and prevent door hardware from hitting wall. Place within 3 inches of latch edge of door.
17. Floor Stops and Floor Stop/holders: Place to permit maximum swing of door and to prevent door hardware from hitting wall. Place within 3 inches of latch edge of door, and out of foot traffic.
18. Kick Plates and Armor Plates: Mount on push side, 1/8 inch above bottom edge and centered.
19. Stretcher Plates: Mount on push side, top edge 36 inches above finish floor and centered.
20. Mop Plates: Mount on pull side, 1/8 inch above bottom edge and centered.
21. Electromagnetic Hold Open Devices: Within 5 inches of door latch edge; when wall mounted place centerline of device at 48 inches above finish floor; when floor mounted place for 95 degree hold open.
22. Electrical Strikes: Installed to position lockset knob or lever 38 inches above finish floor.
23. Electromagnetic Locks: At single swing door place surface mounted type device on frame header in corner adjacent to strike jamb. At pair of doors place at frame header with centerline of individual units within 5 inches of door meeting stiles or when of single unit design serving both doors center on width of opening.
24. Electronic Deadbolts: At single swing door, place bolt centerline 60 inches above finish floor. At pairs of doors, place in frame header with bolt centerline of each unit within 5 inches of door meeting stiles.
25. Key Cabinet: At location directed by Owner.
26. Weatherstripping: Where 2 sets of weatherstripping are scheduled at acoustically sealed doors, install as follows. Trim seals accurately and butt tightly to minimize gaps.

3.4 ADJUSTMENT AND CLEANING

- A. Adjust and check each operating item of hardware and each door to ensure proper operation of function of every unit.
- B. Lubricate moving parts with graphite type lubricant unless otherwise recommended by the hardware manufacturer.

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- C. Ensure weatherstripping and seals do not inhibit closing and positive latching of door.
- D. Replace defective materials or units which cannot be adjusted to operate as intended. Reinstall items found improperly installed.
- E. Replace or re-hang doors which are hinge bound and do not swing or operate freely.
- F. Remove and replace doors which are warped, twisted or which are not in true planes.
- G. Replace factory finished doors damaged during installation. Refinish or replace field finished doors damaged during installation.
- H. Prior to date of Substantial Completion, readjust and relubricate hardware items as necessary.

3.5 FINAL ADJUSTMENT

- A. Wherever hardware installation is made more than 30 calendar days prior to date of Substantial Completion of a space or area, return to the work during the week prior to acceptance or occupancy and make a final check and adjustment of all hardware items in such space or area. Clean and lubricate operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment, spring power, back check, closing and latching speeds, and handicap requirements.
- B. Instruct Owner's personnel in proper adjustment of hardware during the final adjustment of hardware.

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board.
 - 2. Resilient framing accessories.
 - 3. Gypsum soffit board.
- B. Related Sections:
 - 1. 098100 - Acoustic Insulation.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to work of this Section.
- D. Substitutions: Substitutions will be considered only under the terms and conditions of Section 012500.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C475 - Joint Treatment Materials for Gypsum Wallboard Construction.
 - 2. C557 - Adhesives for Fastening Gypsum Wallboard to Wood Framing.
 - 3. C931 - Standard Specification for Exterior Gypsum Soffit Board
 - 4. C1002 - Steel Drill Screws for the Application of Gypsum Board.
 - 5. C1177 Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
 - 6. C1395 - Specification for Gypsum Ceiling Board
 - 7. C1396 - Specification for Gypsum Board
 - 8. D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
- B. Gypsum Association (GA):
 - 1. GA-214 - Recommended Levels of Gypsum Board Finish.
 - 2. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.
- C. Northwest Wall and Ceiling Bureau (NWC B): LFGB-398 - Recommended Levels for Finishing of Gypsum Board.

1.3 SUBMITTALS

- A. Make submittals in accordance with Section 013300.
- B. Submit complete manufacturer's product literature and installation instructions for each of the materials used.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Registered with the Northwest Wall and Ceiling Bureau.
- B. Perform work in accordance with GA 216, unless specified otherwise, or required otherwise to meet fire rating requirements.
- C. Regulatory Requirements:
 - 1. Provide assemblies meeting the hourly fire ratings indicated and specified. Assemblies shall be approved by the local jurisdictional authorities.
 - 2. Fire rating requirements take precedence over the construction requirements indicated. In the event of conflict, notify the Owner, and do not begin construction in the area of conflict until the conflict has been resolved.

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- D. Assembly Instructions: Contractor shall keep at the site and make available to installers a copy of the following:
1. Installation requirements for each fire rated assembly.
 2. GA 216.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD MATERIALS

- A. Furnish boards of maximum permissible length for type of installation indicated, tapered edge for boards to be exposed, taped and finished; square edge for boards in concealed applications; 5/8 inch thick unless noted or specified otherwise; furnish type X for fire rated partitions.
- B. Types:
1. Standard Board, Backing Board, Exterior Water Resistant Soffit Board: ASTM C1396; 5/8 inch thickness unless otherwise indicated.
 2. Water Resistant Board: ASTM C1396.
 3. Ceiling Board: ASTM C1395; sag resistant.
 4. Impact Resistant Board: ASTM C1278; USG Corporation "Fiberock Aqua-Tough Interior Panels"; 5/8 inch thickness; Type X; surfaces shall be resistant to mold and mildew growth; score of 10 when tested in accordance with ASTM D3273.

2.2 ACCESSORIES

- A. Interior Gypsum Trim:
1. Conform to GA 216, unless indicated or specified otherwise.
 2. Concealed flange crimp-on or tape-on type; metal or PVC at Contractor's option.
 3. Control Joint Trim: USG 093 or approved.
 4. Reveal Moldings: Fry Reglet Co. , Pittcon Industries, Inc., Gordon Inc, or approved; aluminum extrusions with taping flanges; shapes as indicated.
- B. Joint Compound, Tape, and Finishing Compound: ASTM C475; furnish setting type joint compound for use at water resistant board.
1. Typical: USG "SHEETROCK Brand Taping, All-Purpose, and/or Topping Compound," or approved.
 2. Setting Type: USG "SHEETROCK Brand Easy Sand Setting-Type Joint Compound," or approved.
- C. Resilient Channels: 25 gage x 1/2" x 2-1/2"; provide 3/8" x 3" slots at 4 inches o.c. in web; one of the following:
1. Pliteq "Genieclip".
 2. PAC-International "RSIC-1."
 3. Kinetics Noise Control "Isomax."
 4. USG "RC-1".
 5. Unimast Inc. "RC Deluxe Resilient Channel."
- D. Furring Channels: ASTM C754; hot or cold rolled channels; rust inhibitive paint coating; sizes in accordance with the Drawings.
- E. Screws: ASTM C1002; galvanized or polymer coated at exterior locations; maximum 1 inch length for attachment to resilient channels.
- F. Picture Hanger Reveal Strip:
1. Extruded aluminum alloy 6063-T5; Fry Reglet "DRMH-50."
 2. Provide (1) picture hanger clip for each 4 lineal feet of reveal strip.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.

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- B. Do not begin work until unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.

3.2 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with GA 216, and fire rated assembly requirements.
- B. Erect wallboard so that edges and corners are firmly supported.
- C. Resilient Channels: Install channels at 16 inches o.c. with screws through pre-punched holes into framing. Screw wallboard into resilient furring, using 1 inch screws. Do not drive screws into framing.
- D. Use screws to fasten gypsum board to metal furring or framing. Adhesive application of gypsum board may be used if it is in accordance with the manufacturer's recommendations and meets fire rating requirements.
- E. Double Layer Applications:
 - 1. Use backing board or standard board for first layer.
 - 2. Offset joints of second layer from joints of first layer.
- F. Trim:
 - 1. Use longest practical lengths, with no piece less than 2 feet long for continuous runs greater than 8 feet. Securely fasten and align trim ends at joints.
 - 2. Place concealed flange corner beads at external corners. At angles other than 90 degrees, bend the flange to conform to the angle.
 - 3. Place concealed flange type L trim where gypsum board abuts dissimilar materials.
 - 4. Use J trim at exposed gypsum board edges, and at joints where sealant is indicated.
- G. Allow a 1/2 inch gap where gypsum board extends to overhead structure and deflection provisions are incorporated into light gauge metal framing. Do not fasten gypsum board to top runner. Where the ceiling is exposed in the finished work, finish top edge with a casing bead, and caulk with acrylic sealant as specified in Section 079200.
- H. Sealant Joints:
 - 1. Coordinate installation of firestopping and sealants at concealed joints between partitions and structure at fire rated and acoustically insulated partitions.
 - 2. Where sealant joints are indicated at ends or edges of wallboard, install for uniform 1/8 inch joint, unless otherwise indicated. Installation of sealant in exposed locations is specified in Section 079200.
- I. Cement board backing for tile surfaces is specified in Section 093000.
- J. Provide water resistant gypsum board at walls in restrooms, toilets, shower rooms, janitor closets and other areas subject to similar damp conditions.
- K. Install required number of layers of wallboard behind panel boards, fire extinguisher cabinets, and other recessed elements as necessary to maintain fire rating of walls.
- L. Fire Rated Construction:
 - 1. Fill joints between gypsum board surfaces and adjacent construction with fire rated joint compound in accordance with the requirements of the fire rated construction joint assembly manufacturer.
 - 2. Provide continuous fire rated assemblies. Where adjacent construction interrupts fire rated assemblies, provide additional construction as necessary to maintain the continuity of fire rated assemblies.

3.3 CONTROL JOINTS

- A. Discontinue gypsum board and use control joint trim at control joints.
- B. Coordinate with the framing installer to ensure that framing is installed immediately on either side of each control joint.
- C. Space control joints as indicated. When not indicated, locate as follows:
 - 1. At maximum 30 foot intervals along continuous wall planes.

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2. At maximum 50 foot intervals at continuous ceilings with perimeter relief.
 3. At maximum 30 foot intervals at continuous ceilings without perimeter relief.
 4. At locations where expansion or control joints occur in the building structure.
 5. Locate control joints to form rectangular or square sections, in "L," "U," "T," or other irregularly shaped areas.
 6. Position control joints to intersect light fixtures, air diffusers, door openings, and other areas of stress concentration.
 7. Coordinate with Section 092200 for special requirements at fire rated assemblies.
- D. Verify location with the Architect prior to installation. Give the Architect a minimum of 48 hours notice.

3.4 FINISHING

- A. Provide finishing in accordance with GA 214.
- B. Where necessary to sand, do so without damaging the face of the gypsum board.
- C. Levels of Finish:
1. Level 5: Provide at the following locations:
 - a. Surfaces perpendicular and adjacent to or near (within 24 inches of) skylights, exterior windows, and surface mounted light fixtures.
 - b. Surfaces to receive deep tone colors.
 - c. Main lobby walls.
 2. Level 4: Typical, unless indicated or specified otherwise.
 3. Level 3: Provide at the following locations:
 - a. Surfaces to receive fabric wall covering.
 - b. Surfaces to receive textured finishes.
 4. Level 2: Provide at the following locations:
 - a. Storage rooms.
 - b. Mechanical rooms.
 - c. Janitors closets.
 - d. Surfaces to receive tile or other thick finish materials applied to gypsum board surfaces.
 5. Level 1: Provide at the following locations:
 - a. Surfaces of fire rated assemblies concealed from view in the finished work ("fire-taping").
 - b. Surfaces of acoustical assemblies concealed from view in the finished work
 6. Level 0: Provide at surfaces of non-fire rated assemblies concealed from view in the finished work, including surfaces to be covered by casework, wood paneling,
- D. Level 4 and 5 finishes: Return to the site after primer is applied, and touch-up surface defects.
- E. Proprietary skim coat material may be used in lieu of joint compound as skim coat at surfaces indicated for Level 5 finish.

3.5 TOLERANCES

- A. Install gypsum board with 1/8 inch in 10 feet maximum variation from plane in any direction.

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Suspended acoustical ceilings.
- B. Related Sections:
 - 1. 061000 – Rough Carpentry: Adjacent overhead structure.
 - 2. 092900 - Gypsum Board: Adjacent wall and ceiling surfaces
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 016000. Requests for substitution of ceiling panels shall be accompanied by samples of each proposed panel.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. A641-98 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
 - 2. C636 - Recommended Practice for the Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
 - 3. E84 - Test Method for Surface Burning Characteristics of Building Materials.
- B. International Building Code (IBC)
- C. Ceilings & Interior Systems Construction Association (CISCA)
 - 1. Recommendations for Direct Hung Acoustical Tile and Lay-in Panel Ceilings – Seismic Zones 0-2.
 - 2. Guidelines for Seismic Restraint Direct Hung Acoustical Tile and Lay-in Panel Ceilings – Seismic Zones 3&4.

1.3 SUBMITTALS

- A. Make submittals in accordance with Section 013300.
- B. Complete published product literature.
- C. Shop Drawings: Show layout in relation to field conditions. Show all typical and special junctions with surrounding construction. Show typical fastening methods to structure above, and seismic bracing.
- D. Samples:
 - 1. Submit a sample of each type of major suspension system component and acoustical panel.
 - 2. Submit a sample of each acoustical panel with a 6 inch square corner cut out showing the proposed method for accommodating field conditions.

1.4 QUALITY ASSURANCE

- A. Conform to the requirements of IBC, seismic design category D, CISCA 3-4, and the requirements of the jurisdictional code authorities.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature of 60 degrees F, minimum, and humidity of 70 percent, maximum, prior to, during, and after installation.

1.6 SEQUENCING/SCHEDULING

- A. Do not install acoustical ceilings until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Schedule installation of acoustic units after interior wet work is dry.

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PART 2 - PRODUCTS

2.1 SUSPENSION SYSTEMS

- A. Exposed T System: ASTM C635, heavy duty classification; direct hung; exposed "T" design; factory baked on finish to match acoustical panels. Furnish stabilizer bars, splices, edge and wall moldings, and other items as necessary to complete suspended ceiling grid system.
 - 1. Wall Moldings: 2 inch flange.

2.2 ACOUSTICAL PANELS

- A. ACP-1: Armstrong "Ultima" 2'x2' beveled tegular 9/16", white
- B. ACP-2: One of the following:
 - 1. Armstrong "Optima" 2'x4' running bond tiles; square tegular; 9/16", white.
 - 2. Armstrong "Cirrus Second Look III" 2'x4', 9/16" beveled & scored; tegular, white.
- C. ACP-3: Armstrong "Clean Room VL: 868" 2" x 2' tiles; white.

2.3 ACCESSORIES

- A. Suspension Accessories:
 - 1. Hanger Wire: ASTM A641; soft temper; prestretched; 12 gage; zinc coated.
 - 2. Carrying Channels: 16 ga x 1-1/2" cold rolled steel; galvanized.
 - 3. Direct Hang Clip: Similar to Armstrong (877-276-7876) "CBSX Channel Beam Splice"; length as appropriate to application.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- B. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.

3.2 PREPARATION

- A. Coordinate the location of hangers with other work. Ensure hangers are located to accommodate fittings and units of equipment which are to be placed after the installation of ceiling grid system.

3.3 INSTALLATION OF SUSPENDED CEILING SYSTEMS

- A. Install after major above-ceiling work is complete.
- B. Install system in accordance with IBC and CISCA 3-4, the manufacturer's instructions, and as supplemented in this Section.
- C. Install grid to produce finished ceiling true to lines and levels indicated, within the specified tolerances.
- D. Install suspension systems in a manner to support all superimposed loads, with maximum permissible deflection of 1/270 of span. At locations where partitions extend to ceiling, only, install supplementary diagonal bracing to structure at maximum 8'-0" o.c. along length of partition, and above each door hinge and strike jamb
- E. Hang system independent of walls, columns, ducts, pipes and conduit. Where ducts or other equipment prevent the regular spacing of hangers, provide secondary carrying members for indirect support of the suspension system, or reinforce the nearest adjacent hangers and related carrying channels as required to span the required distance.
- F. Center system on room axis according to reflected ceiling plans.
- G. Anchorage:
 - 1. Provide all anchors required for the installation of the ceiling system.

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- H. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions. Fabricate edge moldings to fit the surfaces encountered.
- I. Form expansion joints as detailed. Maintain visual closure.
- J. Fit acoustic lay-in panels in place, free from damaged edges or other defects detrimental to appearance and function. Fit border units neatly against abutting surfaces. Scribe and mill recessed tegular edge into partial border units supported at edge by wall molding.
- K. Adjust sags or twists which develop in the ceiling system and replace parts which are damaged or defective.
- L. Install hold-down clips to retain panels tight to grid system within 20 ft of an exterior door.
- M. Tolerances:
 - 1. Variation from Flat and Level Surface: 1/8 inch in 12 ft.
 - 2. Variation from Plumb of Grid Members Caused by Eccentric Loads: Two degrees maximum.

3.4 CLEAN-UP

- A. Remove fingerprints and soil from ceiling materials. Use cleaning materials recommended by the manufacturer of the ceiling materials.

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Acoustical insulation in walls and ceilings.
 - 2. Acoustical sealant.
- B. Related Sections:
 - 1. 061000 – Rough Carpentry: Support framing.
 - 2. 095123 – Acoustical Panel Ceilings.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 016000.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C665 - Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
 - 2. E84 - Test Method for Surface Burning Characteristics of Building Materials.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Batt Acoustical Insulation: ASTM C665, Type I; unfaced mineral wool fiber batts, blankets, or rolls; minimum fire hazard classification rating of 25/50 per ASTM E84; 2-3/4 inches thick for installation in 2-1/2 inch stud cavities; 3-5/8 to 4 inches thick for installation in 3-5/8 inch stud cavities; 6-1/2 inches thick for installation in 6 inch stud cavities; widths to friction-fit between studs, where indicated for installation in stud walls; formaldehyde free.
- B. Acoustical Sealant: Non-hardening, low-shrinkage; for use in conjunction with gypsum board; similar to USG "Sheetrock Brand Acoustical Sealant," Tremco "Acoustical Sealant 30CTG," Quiet Solution (Sunnyvale CA; ; 408-541-8000) "QuietSeal QS-350," or approved; maximum VOC content 250g/L.
- C. Accessories: Furnish other accessories such as fasteners and retainers, not specifically described, but required for a complete installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence.
- B. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- C. Do not begin work until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.

3.2 PREPARATION

- A. Verify that adjacent materials are secure, properly spaced, dry, and ready to receive installation.
- B. Verify that mechanical and electrical services within spaces to insulated have been installed and tested.

- C. Furnish acoustical insulation to hollow metal installer for installation in hollow metal frames in acoustical partitions.

3.3 INSTALLATION

- A. Install insulation in stud cavities in accordance with manufacturer's instructions, and as indicated. Coordinate with other trades as necessary to complete acoustical barriers at wall penetrations.
- B. Install insulation without gaps or voids.
- C. Trim insulation neatly to fit spaces. Use insulation materials free of damage.
- D. Acoustical Insulation at Ceilings:
 - 1. Lay acoustical insulation over each acoustically insulated partition which terminates at the ceiling. Insulation shall extend a minimum of 48" each side of the centerline of the acoustical partition
 - 2. Acoustical insulation batts shall be tightly butted.
 - 3. Cut and fit neatly around mechanical and sprinkler drops.
 - 4. Fill spaces between wall batts (at top plate line) and ceiling batts to ensure complete sound closure.
 - 5. Omit insulation over tops of recessed fluorescent light fixtures; and within 2 inches of recessed incandescent fixtures.
- E. Sealant:
 - 1. Install acoustical sealant continuously around perimeter of all acoustically insulated partitions; one continuous bead at each side of framing member interface with substrate.
 - 2. Except for penetrations in fire rated construction to receive firestopping or fire rated construction joint assemblies, seal all penetrations through acoustical assemblies, including cutouts for lighting fixtures, cabinets, pipes and plumbing, HVAC ducts, and electrical boxes.

END OF SECTION

SECTION 22 4000
PLUMBING FIXTURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Includes, but not limited to, furnishing and installing specified plumbing fixtures. Provide and install soft flow aerators on all lavatories and sinks (service sinks not included). See 3.03 for energy conservation devices.

1.02 RELATED SECTIONS

- A. General Conditions, Division 1

1.03 QUALITY ASSURANCE (REGULATORY REQUIREMENTS)

- A. Installation shall meet requirements of local codes and manufacturer's instructions.

1.04 SUBMITTAL REQUIREMENTS OF THIS SECTION

- A. All plumbing fixtures in this section and called out on the plans.

1.05 OPERATION AND MAINTENANCE REQUIREMENTS OF THIS SECTION

- A. Faucets, Exploded Parts Diagram

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. Service Sinks:
 - 1. Florestone
 - 2. Fiat

2.02 FIXTURES

- A. See Schedule on Drawings for fixture manufacture and model numbers and special requirements.

2.03 HYDRANTS

- A. Wall Hydrant (dual temperature): Hot and cold supply, non-freeze type with integral vacuum breaker, 3/4" hose connection, loose key operated:
 - 1. Smith: 5560
 - 2. Zurn: Z-1325
 - 3. Woodford: 22

PART 3 - EXECUTION

3.01 GENERAL

- A. Installation: Install fixtures including traps and accessories with accessible stop or control valve in each hot and cold water branch supply line.
- B. Mounting: Verify mounting height with architectural elevations. Architectural elevations take precedent over these heights.
- C. Make fixture floor connections with approved brand of cast iron floor flange, soldered or caulked securely to waste pipe.
- D. Make joints between fixtures and floor flanges tight with approved fixture setting compound or gaskets.
- E. Caulk between fixtures and wall and floor with white butyl rubber non-absorbent caulking compound. Point edges.
- F. Install and connect all P-100 fixtures. Provide chrome plated brass waste, "Just" or equal.
- G. All exposed metal shall be chrome-plated brass.
- H. Provide floor-mount fixture support for wall-hung water closets, and with 2" no-hub auxiliary inlet at each location of back to back water closet and urinal.

OR

- I. All fixture mounting heights shall be verified or determined on site prior to installation. Coordinate with architectural drawings.
- J. Provide trap primer and connection to p-trap of showers, floor sinks, floor drains, and service sinks.
- K. Wall Hydrant: Install at 18" above finished grade, unless otherwise indicated.

3.02 ADJUSTING, CLEANING

- A. Polish chrome finish at completion of Project.
- B. Remove all manufacturers' labels tags, and protective plastic.
- C. Clean all fixtures.
- D. Polish floor drain covers.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description: Work includes materials, equipment, labor, supervision, tools and items necessary for the construction, installation, connection, testing and operation of electrical work. This section applies to Divisions 26 and 27 sections.
- B. General Requirements: General Conditions, Supplementary Conditions and Division 01 sections apply to Work in this section.

1.2 CODES AND STANDARDS

- A. Perform work in accordance with requirements of the state in which the work is performed.
- B. Conform to applicable industry standards, UL standards, NEMA standards, and other standards as noted.
 - 1. Notify the Owner of deviations in Contract Documents to applicable codes and ordinances prior to installation of the Work. Perform changes in the Work after initial installation due to requirements of code enforcing agencies at no additional cost to the Owner.
 - 2. If conflict occurs between legally adopted codes and the Contract Documents, the codes prevail, except that this shall not be construed as relieving the Contractor from complying with requirements of the Contract Documents which may exceed code requirements and not contrary to same.
 - 3. Arrange for and pay for required electrical permits, fees, and inspections.

1.3 SUBMITTALS

- A. Comply with requirements in Division 01 and with additional requirements indicated in this article.
- B. Hard Copy Product Data:
 - 1. Comply with requirements in Section 013300 for electronic submittals.
 - 2. Submit prior to fabrication of assemblies and delivery of purchased items.
 - 3. Submittal format shall be the same as for prime contractor. If general contractor submits hard copies, submit hard copies only. If general contractor submits electronic copies, submit electronic copies with one hard copy.
 - 4. Submit hard copies complete at one time.
 - 5. Partial product submittals not acceptable and will be returned without review except as follows:
 - a. Section 260923 Lighting Controls including products and materials for first submittal and Shop Drawings for second submittal.
 - b. Section 265100 Lighting including products and materials for first submittal and Shop Drawings for second submittal.
 - c. Division 27 including products and Shop Drawings may be submitted in a separate submittal.
 - d. Long lead items.
 - 6. Clearly mark catalog pages, equipment, and model number to be used. Note required accessories.
 - 7. Format:

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- a. Assemble submittals in 3-ring binders. Separate binders for each category, such as Electrical, Telecommunications, and Electronic Safety and Security. Where one subject matter encompasses more than one binder, differentiate by volume numbers. Include indexed tabs for each binder.
 - b. Include overall table of contents of items submitted, organized by specification section.
 - c. Include heavy, tabbed divider sheet for each specification section, with specification section number and title on tab. Include table of contents for each specification section, including catalog numbers or drawing numbers if appropriate.
 - d. Fold drawings to 8-1/2 inch size and bind as above (with reinforcing at punched holes) or place in clear plastic holder designed for 3 ring binders.
 - e. Include contractor and manufacturer's representative contact information for each product.
 8. Identify on cover and spine for each binder with printed title "ELECTRICAL", "TELECOMMUNICATION", or "ELECTRONIC SAFETY AND SECURITY" SUBMITTALS, names of project, Owner, general contractor, Contractor, Architect, and electrical engineer, and year of project completion.
- C. Electronic Product Data:
1. Comply with requirements in Section 013300 and additional requirements indicated in this article.
 2. Submit each specification section complete at one time with a dedicated submittal number for each section. For example, submit products for Section 260519 under one submittal number and products for Section 260533 under a different submittal number. Submitting multiple sections at one time acceptable as long as each section has a dedicated submittal number. Include submittal number and date submitted in file name.
 3. Submit one hard copy of product data.
 4. Submit signed letter indicating 3D model coordination has started and will continue through construction. 3D model not required to be submitted/reviewed during construction phase.
 5. Partial product submittals not acceptable and will be returned without review except as follows:
 - a. Section 260923 Lighting Controls including products and materials for first submittal and Shop Drawings for second submittal.
 - b. Sections 265100 Lighting including products and materials for first submittal and Shop Drawings for second submittal.
 - c. Long lead items.
 6. Clearly mark catalog pages, equipment, and model number to be used. Indicate associated specification section and paragraph number on each page. Identify required options and accessories.
 7. Format:
 - a. Adobe PDF file format.
 - b. Bookmark each submittal to facilitate browsing to each specification paragraph number.
 - c. Include table of contents for each specification section. Include catalog numbers or drawing numbers.
 - d. Include the Contractor and manufacturer's representative contact information for each product. Include job name (or abbreviation of job name), specification number, and contractor submittal number in file name.
- D. Shop Drawings:
1. Submit as specified in the individual specification sections. Submit minimum 30 days prior to starting fabrication on installation work. Do not fabricate on install until reviewed by the OWNER. Include complete location dimensions, and hanger and support sizes and dimensions.
 2. "Typical" drawings and wiring diagrams not accepted unless they specifically apply to this project.

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3. Drawings shall be drawn at sufficient scale to show details clearly on same size sheets as Drawings.
 4. Show required coordination with work of other trades.
 5. Identify details and show their locations in Project.
 6. Include description of configuration and operation of proposed systems.
 7. Include outline drawings of proposed equipment in plan and elevation views including overall dimensions, weights, and clearance required.
 8. Include one-line electrical diagrams required for control and sensing.
 9. Floor plan backgrounds are available in electronic format and shall be requested from the Owner.
 10. Direct use of the Drawings as the basis of Contractor's prepared Shop Drawings not acceptable.
 11. Format:
 - a. Adobe PDF file format.
- E. Approval: Approval of a manufacturer's name or product by the Owner does not relieve the Contractor of the responsibility for providing materials and equipment which comply in detail with requirements of the Contract Documents.
- F. Re-Submittals: Clearly identify re-submittals. Provide revised tabs, indexes, page renumbering, and other formats to interface with original submittal. Identify changes and include date for project tracking.
- G. Test reports and Certificates: Submit as a package prior to Substantial Completion.
- H. Certifications: Submit written certifications from the governing building authorities stating that work has been inspected and accepted, and complies with applicable codes and ordinances.
- I. Record Drawings: Comply with Article "Record Drawings" in this section.
- J. Schedule of Values:
1. Comply with the requirements in Division 01 with additional requirements as indicated in this paragraph.
 2. Include costs in Schedule of Values as follows:
 - a. Mobilization.
 - b. Submittals.
 - c. Electrical Permit.
 - d. Electrical Site – Site Lighting Rough In, Material.
 - e. Electrical Site – Site Lighting Rough In, Labor.
 - f. Electrical Site – Power and Low Voltage, Material.
 - g. Electrical Site – Power and Low Voltage, Labor.
 - h. Generator – Material.
 - i. Generator – Labor.
 - j. Lighting Systems – Fixtures & Lamps Material.
 - k. Lighting Systems – Fixtures & Lamps Labor.
 - l. Lighting Systems – Branch Circuit Raceway and Wiring, Material.
 - m. Lighting Systems – Branch Circuit Raceway and Wiring Labor.
 - n. Lighting Systems – Controls, Material.
 - o. Lighting Systems – Controls, Labor.
 - p. Power Systems – Switchgear, Disconnects, Material.
 - q. Power Systems – Switchgear, Disconnects, Labor.
 - r. Power Systems – Feeder Raceway and Conductor, Material.
 - s. Power Systems – Feeder Raceway and Conductor, Labor.
 - t. Power Systems – Branch Circuit Raceway and Wiring, Material.
 - u. Power Systems – Branch Circuit Raceway and Wiring, Labor.
 - v. Power Systems – Devices & Trim, Material.
 - w. Power Systems – Devices & Trim, Labor.
 - x. Low Voltage – Telecommunications Pathway Rough-in, Material.
 - y. Low Voltage – Telecommunications Pathway Rough-in, Labor.
 - z. Low Voltage – Telecommunications Cabling, Material.
 - aa. Low Voltage – Telecommunications Cabling, Labor.

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- bb. Punch List and Close Out.
- cc. Testing Commissioning and Training.

1.4 DEFINITIONS AND ABBREVIATIONS

- A. Refer to Division 01 for definitions and abbreviations. Additional definitions and abbreviations are as follows.
- B. "Approved" or "Approval" means written approval by the owner or "Owner's agent" (A/E).
- C. "Codes" means AHJ adopted codes, rules, and ordinances and additional codes as specified herein.
- D. "Concealed" means spaces out of sight. For example, above ceilings, below floors, between double walls, furred-in areas, pipe and duct shafts, and similar spaces.
- E. The word "Contractor", as used in Divisions 26, 27, means the electrical subcontractor.
- F. "Coordination", "Coordinating", and "Coordinate" means to bring, or the bringing, into a common action, movement, or combination so as to act together in a smooth concerted way.
- G. "Directed", "Requested", "Accepted", and Similar Terms means these terms imply "by the Owner" unless otherwise indicated.
- H. "Exposed" means open to view. For example, raceways installed in a tunnel or raceways installed in a room and not covered by other construction.
- I. "Furnish" means supply and deliver to the project site ready for unloading, unpacking, assembly, installation, and similar activities.
- J. "Indicated" and "Indicated on the Drawings" means shown on Drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as "shown", "noted", "scheduled" and "specified" have same meanings as "indicated", and are used to assist the reader in locating particular information.
- K. "Install" means to place in position for service or use. Includes operations at project site, such as unloading, unpacking, assembly, erection, placing, preserving, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar activities.
- L. "Provide" means furnish and install for a complete, finished, and operable system and ready for intended use.
- M. "Shop Drawings" means Document which fully details equipment and intended installation relative to this specific Project.
- N. "Substantial Completion" shall mean that the entire project (or readily definable portion thereof if so designated in the Contract Documents) is acceptable to code enforcement authorities and to extent required by such authorities, has been inspected and approved by such authorities, and is suitable for occupancy by the Owner or occupant for the purpose intended. Refer to Division 00 and 01 for additional requirements.
- O. "Work" or "Project" means entire scope of work required by the Contract Documents.
- P. Abbreviations:
 - A/E Architect/Engineer
 - AFCI Arc Fault Circuit Interrupter
 - AHJ Authorities Having Jurisdiction
 - ANSI American National Standards Institute
 - ASTM American Society for Testing and Materials
 - ATP Acceptance Test Procedure
 - BOM Bill-of-Material
 - C Degrees Celsius
 - CCT Correlated Color Temperature

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CRI	Color Rendering Index
EMT	Electrical Metallic Tubing
EPO	Emergency Power Off
ETL	Environmental Technology Laboratory
EUSERC	Electric Utility Service Equipment Requirements
F	Degrees Fahrenheit
FC	Foot-candle
GFCI	Ground Fault Circuit Interrupter
GFI	Ground Fault Circuit Interrupter
GUI	Graphical User Interface
HDPE	High-density polyethylene
HID	High-intensity discharge
HVAC	Heating, Ventilation and Air Conditioning
IC	Insulation contact
IBC	International Building Code
IDF	Intermediate distribution frame
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMC	Intermediate Metal Conduit
K	Kelvin
kVA	Kilo Volt Amps
LED	Light-emitting diode
MC	Metal Clad
MDF	Main distribution frame
NEC	National Electrical Code, NFPA 70 (latest adopted edition with Amendments)
NEMA	National Electrical Manufacturer's Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NRTL	Nationally Recognized Test Laboratory
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PF	Power factor
RMC	Rigid Metal Conduit
RMS	Root Mean Square
RTRC	Reinforced thermosetting resin conduit
SCCR	Short Circuit Current Rating
SPD	Surge Protective Devices
TIA	Telecommunications Industry Association
UL	Underwriters Laboratories Inc.
V	Volts

1.5 MATERIALS

- A. Where two or more manufacturers are listed, select for use any of those listed. The first mentioned, in general, was used as the basis of design. Bids on any manufacturer named acceptable as long as that manufacturer meets every aspect of the Contract Documents. Note that equipment layout is based on equipment listed in equipment schedules.
- B. Ensure that equipment will fit within available space. Where other than basis of design manufacturer is selected for the Project, the Contractor is responsible for verifying equipment will fit within available space and meet manufacturer's and code required clearances.
- C. Where other than basis of design manufacturer is selected for the Project, include cost of resulting additional work, coordination with other trades, and redesign of associated building services and structure as required to accommodate selected equipment. Include redesign drawings with submitted Shop Drawings.

1.6 STANDARDS OF QUALITY

- A. Materials and Equipment: UL listed and labeled or other AHJ approved testing laboratory and in compliance with other industry standards as specified.
- B. Equipment shall be manufacture's regularly catalogued items and shall be supplied as a complete unit in accordance with manufacturer's standard specifications and any optional items required for proper installation for equipment unless otherwise noted. Equipment and materials shall be installed in accordance with the manufacturer's recommendations and best trade practices.
- C. Products shall be new unless indicated otherwise in the Contract Documents.
- D. Fabricator and Manufacturer Qualifications: Specialists with at least 5 years experience and regularly engaged in manufacture of equipment and materials specified.
- E. Furnish products of a single manufacturer for items which are used in quantity. A Product, for the purpose of this paragraph, is an assembly of components such as switchboards, transformers, panelboards, and similar items. Materials such as wire and cable, raceways, outlet boxes, and similar items not requiring maintenance are not included in the single manufacturer requirement of this paragraph.
- F. Installer Qualifications: Specialists with at least 5 years experience and regularly engaged in the installation of the system, equipment, and materials specified. Where required by the AHJ, employ licensed trades persons.

1.7 SUBSTITUTIONS

- A. Comply with requirements in Division 01 with additional requirements indicated in this article.
- B. Substitutions will be considered following bid award only when a product becomes unavailable through no fault of the Contractor.
- C. Where "Manufacturer" paragraphs include the words "or approved", prior approval of the proposed substitution is required. The Owner is sole judge of quality of proposed substitution.
- D. When the Owner approves a substitution request, the approval is given with the understanding that the Bidder:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Whenever a Product is described by detail, specification, trade name, manufacturer's name or catalog reference, use only such Product, unless written approval is given for substitution prior to bid. Submit written requests on substitution request form included in Division 01. Approved substituted manufacturers will be listed by Addendum. There are no prior approvals for this project.
- F. Provide as specified certain products, materials, and systems where "manufacturer" paragraphs are followed by the words "no substitutions".
- G. Substitutions will not be considered when they are indicated or implied on Shop Drawings or product data submittals, without separate written prior approval, or when approval will require revision to the Contract Documents.

1.8 DRAWINGS AND SPECIFICATIONS

- A. General: The electrical drawings are diagrammatic. Complete details of building features which affect electrical installation may not be shown. For additional details, refer to other Contract Documents. Report any discrepancies to the Owner along with suggested revisions. Obtain written response from the Owner before proceeding with changes.
- B. Depiction of Work: Drawings do not show the exact characteristics of the work including, physical arrangement of equipment, lengths of wiring or conduit runs. Base work on actual field measurements and conditions. Provide work required to complete the installation.
- C. Dimensions: Do not scale drawings. Dimensional accuracy is not guaranteed, and field verification of dimensions, locations, and levels to suit field conditions is required.
- D. Since the Drawings of floor, wall, and ceiling installation, are made at small scale, outlets, devices, equipment, and similar items are indicated only in their approximate location. Locate outlets and apparatus symmetrically on floors, walls, and ceilings where not dimensioned and coordinates such locations with work of other trades to prevent interferences.
- E. Discrepancies: Field verify dimensions and existing conditions prior to performing work. Bring to the Owner's attention any discrepancies within the Contract Documents and between the Contract Documents and field conditions. Also for any design and layout changes required due to specific equipment selection, prior to the Contractor's work (equipment and material purchasing and installation). Any corrective work required by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be at no additional cost to the Owner.
- F. Specifications: These specifications are written in imperative mood and streamlined form. The imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.9 RECORD DRAWINGS

- A. Comply with requirements in Division 01, with additional requirements as indicated in this article.
- B. Prepare Record Drawings. Record Drawings shall be new red line prints (pencil and black pen not acceptable) and shall show the measured locations of portions of the Work and changes the Contractor has made.
- C. Record corrections and changes made during the progress of the work, showing work as actually installed. In general, tolerance plus or minus 1'-0" from actual location. Indicate installed locations for underground raceways. Neatly hand-draft on daily basis. Keep readily available at project site. Use latest revisions and keep neat and clean. Do not use Contractor's working drawings.
- D. Record Drawings are subject to review by the Owner on a regular basis throughout construction. At end of construction, check drawings for completeness and accuracy.
- E. Drawings shall show addendum items, change orders, clarifications, supplemental instructions, and deviations from the Drawings.
- F. Per project closeout procedures, submit in AutoCAD format along with corrected red line drawings. Each sheet shall be noted as "RECORD DRAWING".
- G. **3D Coordination Model:** Include fully coordinated 3D model.

1.10 COORDINATION

- A. Coordinate Divisions 26 and 27 work with other trades.
- B. **Develop 3D model** for coordination with other trades.
 - 1. Format: 3D drawings using industry recognized software that is compatible with general contractor's 3D software.

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2. Include electrical conduits, cable trays, electrical equipment, lighting fixtures and other items to be installed in ceilings, full height walls, and other items necessary to coordinate installation.
 3. Attend coordination meetings and make modifications to the 3D model until all items have been coordinated.]
- C. Be aware of restricted space for installation of electrical systems. Include offsets and perform rerouting and coordination to fit elements in available space. Include provisions for such requirements in bid.
- D. Electrical equipment and systems shown are based on existing drawings as available and on limited project site observations to the extent possible under current conditions. Field verify existing conditions prior to commencement of work. Obtain specific locations of structural and architectural features or equipment items from referenced drawings, field measurements, or trade providing material or equipment.
- E. Coordinate raceway installations to clear light fixtures and electrical cable trays. Include clearance over light fixtures to allow removal and replacement. Include minimum 6 inch clearance above and to sides of cable trays.
- F. Be responsible for beam penetrations as they relate to the electrical work. Submit sizes and locations to the structural engineer for review and determination of structural details.
- G. Coordinate attachments to structure to verify that attachment points on equipment and structure can accept seismic, weight, and other loads imposed.

1.11 WORKMANSHIP

- A. Work shall be in accordance with best trade practices. Remove substandard workmanship and provide new material at no extra cost to the Owner.

1.12 SITE VISIT

- A. The Contractor shall visit site during bidding period to note conditions affecting installation of Work. No additional charges allowed due to failure to adequately review conditions.
- B. Investigate each space through which equipment must be moved. Where necessary, arrange with equipment manufacturers to ship equipment in sections with suitable dimensions for moving through restricted spaces. For movement through occupied spaces, ascertain from the Owner as acceptable times of day or night that movement could occur. Include costs in bid for off hours labor, reassembly, and field testing.

1.13 CERTIFICATION

- A. By submitting a bid for the electrical, telecommunications, electronic safety and security systems, the Contractor and his subcontractors acknowledge and certify the following:
1. That they have carefully examined and fully understand the Drawings and Specifications (including but not limited to architectural, site, utility, mechanical, structural and electrical drawings and specifications. In addition, they have determined that the Drawings and Specifications are adequate to complete the electrical systems and that they can provide a complete finished and operable system in accordance with the Contract Documents.
 2. That they have had a reasonable opportunity to discover any ambiguities in the Contract Documents and such ambiguities have been brought to the attention of the Owner in writing prior to submitting the bid.
 3. That they have reviewed the project progress schedule with the general contractor, fully understand the schedule, and they have verified, prior to submitting a bid, availability of necessary labor and materials, including supervision and office backup, and can comply with the schedule requirements.
 4. That there may be changes to the scope of work and that they understand that any proposal submitted for performance of additional work shall include costs associated with such change

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- including but not limited to labor, materials, subcontracts, equipment, taxes, fees, schedule impact, loss of efficiency, supervision, overhead and profit.
5. That the Contract requires them to coordinate their work with that of other trades and that responsibility for coordination includes rerouting, offsets, and similar provisions, to fit Work and address manufacturer's recommended clearances for service access, maintenance, and replacement of equipment in a manner that is compatible with work of other trades in the same area.
 6. That routing of elements of electrical systems shown on the Drawings is schematic only and that offsets and rerouting probably will be required in installation and that labor and materials have been included for such in their bids.
 7. That they understand submittals of material and equipment to the Owner is for the purpose of establishing what they are providing for the project. Any review undertaken by the Owner does not relieve them of their responsibilities to furnish and install materials and equipment required for work in the project nor does such review relieve them of their responsibilities for coordination with other trades and designers to ensure that such materials and equipment will fit and be suitable for purpose intended.
 8. That they agree to receive payment for bid amounts as full compensation for furnishing materials and labor which may be required in prosecution and completion of work required under the Contract Documents, and in respects to complete the contract work to the satisfaction of the Owner.
 9. That they include in their bids costs to furnish bonds as specified in the Contract Documents.

1.14 WARRANTY

- A. Conform to requirements in General Conditions, Supplementary Conditions, and Division 01. Where not so prescribed or defined, the period shall be 1 year. Warranty periods within Divisions 26 and 27 shall not commence until Substantial Completion. Contractor shall extend longer warranties specified in other sections.

1.15 EQUIPMENT FURNISHED BY OWNER INSTALLED BY CONTRACTOR (FOIC)

- A. Material Handling and Delivery: Coordinate delivery of FOIC equipment. Receive, off load, transport, store, hoist, unpack, dispose of packing, same as for other project equipment arriving at job site. Requirements of the Contract Documents apply to FOIC equipment.
- B. Operation and Maintenance Data: Obtain from the Owner operation and maintenance data for the FOIC equipment and incorporate them into the Operations and Maintenance Manuals.
- C. Start-up and Warranty:
 1. FOIC equipment suppliers will pass on to the Contractor start-up information, maintenance and parts information, and warranty provisions of their products in accordance with the equipment suppliers contract requirements. Organize and coordinate start-up and warranty requirements for the FOIC equipment.
 2. Include one year warranty on FOIC equipment starting at Substantial Completion regardless of shorter time limits by FOIC suppliers.

1.16 DEMONSTRATION

- A. Comply with requirements in Division 01 with additional requirements indicated in this article.
- B. Following installation of electrical work and prior to final acceptance, demonstrate that equipment and systems operate as indicated in the Contract Documents and in accordance with manufacturer's recommendations.
- C. Perform in presence of the Owner's representative, unless otherwise directed by the Owner. Give minimum 1 week notice prior to demonstrations.
- D. Provide instruments and personnel required to conduct demonstrations.

1.17 SUBSTANTIAL COMPLETION

- A. Comply with requirements in Division 01.
- B. Prepare list of items that are not complete prior to asking for a substantial completion review by the Owner.

1.18 ALTERNATES

- A. General: See Bid Form and Alternates described in Division 01 for possible effect on work of Divisions 26 and 27.

1.19 CONTINUITY OF EXISTING UTILITY SERVICES

- A. Shutdown Duration: Comply with requirements in Division 01. Perform work without shutdown of more than **[4]** hour duration of existing systems. Schedule each shutdown in writing with the Owner at least **[7]** days in advance of shutdown and obtain advance written approval from the Owner.
- B. Temporary Services: Provide during necessary interruptions of existing utilities.]
- C. Owner Occupancy:
 - 1. Perform work in the existing building with respect for the necessity of the Owner's employees to perform their regular work.
 - 2. Plan installation of new work and connections to existing work to assure minimum interference with regular operation of existing facilities. Do not remove, disconnect, or shutdown systems without prior review by the Owner to confirm that areas needed to remain in operation are not affected.
 - 3. Provide temporary, wiring, lighting, and similar systems and connect to existing systems to keep existing electrical systems in operation to service areas that need to remain occupied.]

1.20 OPERATION AND MAINTENANCE MANUALS

- A. Prepare Operation and Maintenance Manuals for equipment and materials furnished under Divisions 26 and 27.
- B. Comply with requirements in Division 01 with additional requirements indicated in this article.
- C. Submit one hard copy and one electronic PDF format of Operation and Maintenance Manuals for review at least 4 weeks prior to Substantial Completion date. Assemble hard copy Operation and Maintenance Manual in 3-ring binder(s). Use multiple binders if pages in a single binder would exceed **[2-1/2]** **[4]** inch thickness. Separate binders for each category, such as Electrical, Telecommunications, and Electronic Safety and Security. Where one subject matter encompasses more than one binder, differentiate by volume numbers. Include indexed tabs for each binder. Engrave cover with the project title in 1/2 inch high letters and name and address of the Contractor in 1/4 inch high letters. Provide same information in 1/8 inch high letters on spine.
- D. Include complete cleaning and servicing data compiled in clearly and easily understandable form. Include serial numbers of each piece of equipment, complete lists of replacement parts, motor ratings, and similar information. Each item of equipment shall have its own individual sheet. (Example: If 2 items of equipment A and D appear on the same sheet, individual sheet shall be included for each unit specified).
- E. Include the Following Information:
 - 1. Identifying name and mark number.
 - 2. Certified outline drawings and Shop Drawings.
 - 3. Parts list.
 - 4. Performance curves and data.
 - 5. Wiring diagrams.
 - 6. Manufacturer's recommended operating and maintenance instructions.

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7. Vendor's name, address and telephone number for all parts and equipment.
8. Name, address and telephone number of Contractor performing the work.
9. Test reports.
10. Product data and Record Drawings.

1.21 PUNCHLIST AND FINAL REVIEWS

- A. At the time of punch list and final reviews, the project electrical foreman shall accompany the reviewing party, and remove cover plates, panel covers and other access panels as requested to allow review of entire electrical system.

1.22 PROJECT CLOSEOUT

- A. Punch lists will be done at Substantial Completion and final completion dates. Submit Record Drawings and final Operation and Maintenance Manuals prior to Substantial Completion date.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description: Work includes basic electrical requirements specifically applicable to Divisions 26 and 27 sections including general material and installation requirements and site work.
- B. General Requirements: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 sections apply to the Work in this section.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable city, county, and state codes and ordinances.
- B. UL Compliance: Where UL fire-resistance rating is indicated for construction penetrated by access units, furnish UL listed and labeled units, except for those units which are smaller than minimum size requiring ratings as recognized by governing authority.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods to prevent damage, deterioration, and loss, including theft.
- B. Deliver products to site in manufacturer's original containers, complete with labels.
- C. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- D. Store products subject to damage by weather conditions above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Furnish specified items acceptable to AHJ as suitable for intended use.
- B. New, unless otherwise indicated, free from defects and the standard products of reputable manufacturers regularly engaged in production of such equipment.
- C. Furnish similar items of equipment by same manufacturer.
- D. Materials and Equipment: UL listed and labeled or other AHJ approved testing laboratory and in compliance with other industry standards as specified.
- E. Remove rejected or damaged material from site.
- F. Samples may be required for non-standard or substituted items before installation. Submit samples as required in specific specification sections.
- G. Furnish required items necessary for installation and testing procedures.

2.2 ENCLOSURES

- A. NEMA Type 1 – Dry Interior locations unless otherwise noted on drawings or as specified below.
- B. NEMA 3R Weather-proof/Rain-proof –Windblown rain, sleet, ice – Provide in all locations where exposed to moisture unless otherwise noted.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify installation conditions as satisfactory to receive work of the various sections. Do not install until unsatisfactory conditions are corrected.

3.2 INSPECTIONS

- A. Confirm that installations have been inspected before enclosure within building features, buried, or otherwise hidden from view. Pay costs associated with uncovering or exposing installations and features not previously inspected and for repair to exposed surfaces.

3.3 PREPARATION

- A. Protect surrounding areas and surfaces to prevent damage as work is installed.
- B. Obtain equipment roughing-in dimensions from approved Shop Drawings or actual measurements.
- C. Be familiar with the location of other trade's equipment. Eliminate conflicts. Check door swings before installing switches. Locate switches on strike side of doors unless noted otherwise.
- D. Layout electrical, telecommunications, and electronic safety and security work in advance of construction to eliminate unnecessary cutting, drilling, channeling, and similar activities. Where such cutting, drilling, channeling and similar activities become necessary for proper installation, perform with care using skilled mechanics of trades involved. Repair damage to building and equipment at no additional cost to the Owner.
- E. Perform cutting work of other trades only with consent of that trade. Cutting structural members not permitted without consent of the Owner.

3.4 INSTALLATION

- A. Install Work as specified and in accordance with the Drawings and manufacturer's instructions. Where these conflict, manufacturer's instructions govern.
- B. Review Architectural, Mechanical and other applicable drawings and applicable Shop Drawings to prevent switches, outlets, and other equipment from being hidden behind doors, cabinets, counters, heating equipment, and similar items, or from being located in whiteboards, tackboards, glass panels, and similar items. Relocate electrical devices and connections as directed by the Owner at no additional cost to the Owner if the work is not properly coordinated.
- C. Where conduit, outlets, and apparatus are encased in concrete, locate and secure at point of installation. Check locations of electrical items before and after concrete and masonry installation and relocate displaced items.
- D. Provide block-outs, sleeves, demolition work, and similar items required for installation of Work specified in this division.

3.5 WORKMANSHIP

- A. Work and materials will be subject to observation at any time by the Owner.
- B. Install material and equipment in accordance with manufacturer's instructions. Provide calibrated torque wrenches and screwdrivers as required.
- C. Cutting and Patching: Do not weld to, cut, or notch structural members or building surfaces without approval of the Owner. Restore surfaces neatly to original condition after cutting, channeling, chasing, and drilling of walls, partitions, ceilings, paving, and anchorage of conduit, raceways, and other electrical equipment.

3.6 WELDING, CUTTING, AND DRILLING

- A. Perform in accordance with American Welding Society Standards.

3.7 CLEANING

- A. Clean equipment, conduit, and fittings and remove packing cartons and other debris created by Divisions 26 and 27 Work.
- B. Before Substantial Completion, carefully clean equipment, fixtures, exposed raceways and similar items. Remove construction labels, dirt, cuttings, paint, plaster, mortar, concrete, and similar items. Clean fixtures, interiors and exteriors of equipment and raceways.

3.8 IDENTIFICATION

- A. Provide nameplates and decals required to identify equipment and components, comply with requirements in Section 260553.
- B. Mount operating instructions and diagrams near equipment or elsewhere as otherwise designated by the Owner.

3.9 PROTECTION

- A. Protect equipment during and after electrical hookup, painting, and final testing.

END OF SECTION

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PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description: Work includes wire, cable, splices, and terminations for systems 600 Volts and less and associated appurtenances.
- B. General Requirements: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 sections apply to Work in this section.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable city, county, and state codes and ordinances.
- B. Codes and Standards:
 - 1. NFPA 70, National Electrical Code (NEC).
 - 2. UL 83, Thermoplastic-Insulated Wires and Cables.
- C. Comply with NEC as applicable to construction and installation of electrical wire and cable. Electrical wire and cable UL listed and labeled.
- D. Comply with applicable portions of NEMA/Insulated Cable Engineers Association standards pertaining to materials, construction and testing of wire and cable.
- E. Comply with applicable portions of ANSI/ASTM and IEEE standards pertaining to construction of wire and cable.

1.3 SUBMITTALS

- A. Comply with requirements in Division 01 and Section 260500.
- B. Product Data: Submit manufacturer's technical product data for each type of wire, cable, and appurtenance.
- C. Test Reports:
 - 1. Field test reports.
 - 2. Submit completed copy of reports and include copy in the Operation and Maintenance Manual.

PART 2 - PRODUCTS

2.1 POWER AND LIGHTING CIRCUITS

- A. Factory-fabricated conductors of sizes, ratings, materials and types indicated on the Drawings for each service. Where not indicated, select to comply with project's installation requirements and NEC standards. Comply with the following:
 - 1. UL 83.
 - 2. Copper Conductor. No. 12 AWG and No. 10 AWG wire and cable to be solid. Wire and cable larger than No. 10 AWG stranded.
 - 3. Insulation type THHN/ THWN-2 dual rated, 600 Volt for circuits from 115 to 600 Volts.
 - 4. Use only 90 C insulated conductors based on 75 C ampacity tables of the NEC.

2.2 REMOTE CONTROL AND SIGNAL CIRCUITS

- A. Class 1:
 - 1. UL 83.
 - 2. Stranded copper conductor.
 - 3. Insulation type THHN, or THWN, 600 Volt for circuits from 115 to 600 Volts.
- B. Class 2 and 3:

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1. Copper conductor, 300 Volt insulation, rated 75 C in dry locations and 60 C in wet locations. Individual conductors twisted together and covered with non-metallic jacket unless otherwise noted on the Drawings.
2. UL listed for use in air handling ducts and hollow spaces used as ducts and plenums.

2.3 PLASTIC CABLE TIES

- A. Teflon or nylon, locking type.

PART 3 - EXECUTION

3.1 INSPECTION

- A. General: Verify installation conditions as satisfactory to receive work of this section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions as satisfactory.

3.2 PREPARATION

- A. Field Measurements: Field verify locations of new and existing work prior to commencing work of this section.
- B. Protection: Protect surrounding areas and surfaces to preclude damage from work of this section.

3.3 INSTALLATION, APPLICATION, ERECTION, AND PERFORMANCE

- A. General: Install, apply, erect, and perform the work in accordance with Article "Quality Assurance" provisions, specifications, and manufacturer's installation instructions and directions. Where these may be in conflict, the more stringent requirements govern.

3.4 WIRING AND CABLE INSTALLATION, GENERAL

- A. Install electric conductors and cables as indicated on the Drawings, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standards of Installation," and in accordance with recognized industry practices.
- B. Coordinate installation work with electrical raceway and equipment installation work for proper interface.
- C. Pull cables by direct attachment to conductors or by use of basket weave pulling grip applied over cables. Attachment to pulling device made through approved swivel connection. Non-metallic jacketed cables of small size may be pulled directly by conductors by forming them into a loop to which pull wire can be attached. Remove insulation from conductors before forming loop. Larger sizes of cable may be pulled by using basket weave pulling grip, if pulling force does not exceed limits recommended by manufacturer. If pulling more than one cable, bind them together with friction tape before applying grip. For long pulls requiring heavy pulling force, use pulling eyes attached to conductors.
- D. Do not exceed manufacturer's recommendations for maximum allowable pulling tension, side wall pressure, and minimum allowable bending radius. In all cases, pulling tension applied to conductors limited to 0.008 lbs. per circular mil of conductor cross-section area.
- E. Pull in cable from end having the sharpest bend (bend closest to reel). Keep pulling tension to minimum by liberal use of lubricant, turning of reel, and slack feeding of cable into duct entrance. Employ not less than one man at reel and one in pullhole during this operation.
- F. For training of cables, minimum bend radius to inner surface of cable shall be 12 times cable diameter.

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- G. Where cable is pulled under tension over sheaves, conduit bends, or other curved surfaces, make minimum bend radius 50 percent greater than specified above for training.
- H. Apply wire and cable pulling compound recommended by specific cable manufacturer.
- I. Seal cable ends unless splicing is done immediately.
- J. Support cables in pull holes, concrete trenches, and similar locations by cable racks. Secure to rack insulators with nylon cord or self-locking nylon cable ties. Place each cable on separate insulator.
- K. Follow manufacturer's instructions for splicing and cable terminations.
- L. Provide separate neutral conductor for each circuit serving single phase loads, unless indicated otherwise on the Contract Drawings. Where shared neutrals are indicated for multi-wire branch circuits, provide circuit breaker handle ties per Section 262813.
- M. Branch circuit wiring shall be grouped in separate raceways as indicated on the Contract Drawings. Where branch circuit raceways are not indicated on Contract Drawings, a maximum of three circuits may be installed in the same raceway if each circuit originates from the same panelboard.

3.5 WIRING METHODS, GENERAL

- A. Install wiring in raceways unless indicated otherwise on the Contract Drawings or authorized by the A/E.
- B. Install Wire After:
 - 1. Interior of building is protected from weather.
 - 2. Mechanical work likely to injure conductors is completed.
 - 3. Conduits have been cleaned and moisture removed.
- C. Neatly train and lace wiring inside boxes, equipment, and panel boards.
- D. Clean raceway system before installing conductors.
- E. Use half-lapped synthetic tape if taping is utilized for insulation purposes.
- F. Provide conductor support devices as required by NEC in vertical conduit runs.
- G. Torque conductor connections and terminations to manufacturer's recommended values.
- H. Maintain minimum 12 inch clearance between open cabling and heat sources such as flues, steam pipes, and heating appliances.

3.6 MINIMUM SIZES

- A. Minimum No. 12 AWG for power and lighting circuits.
- B. Minimum No. 14 AWG for control wiring.

3.7 CABLE INSTALLATION

- A. Support cable with bridle rings, drive rings, or Teflon cable ties. Support from conduit not acceptable.
- B. Protect exposed cables where subject to damage.
- C. Support cables above accessible ceilings. Do not rest on ceiling tiles.
- D. Use suitable cable fitting and connectors.

3.8 WIRING SPLICES AND TERMINATIONS

- A. Splice only in accessible junction boxes.
- B. Splices and Taps:
 - 1. Use compression-set pressure connectors with insulating covers or screw-on pressure (wire nuts) for sizes No. 10 AWG and smaller.

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2. Use compression-set pressure connectors with insulating covers for wire splices and tap sizes No. 8 AWG and larger. Split bolt splices and connectors not acceptable.
- C. Terminations: Eye-type compression lug when termination is to a bolt or screw terminal.
 1. 250 kcmil and larger, two-hole long barrel compression lugs.
 2. Smaller than 250 kcmil: Single-hole compression lug.
- D. Tape un-insulated portions of conductor and connectors with electrical tape to 150 percent of conductor insulation value.
- E. Clean wires before installing lugs and connectors.
- F. Make splices, taps, and terminations to carry full capacity of conductors without perceptible temperature rise.
- G. Leave minimum 8 inches of pigtail at outlet boxes for connection to fixtures and devices. Where wiring is continued to other outlets, splice connection wire in a tap. In no case will continuity through double terminal of device be allowed for either hot or neutral leg of circuit.
- H. Insulate ends of spare conductors with electrical tape or wire nut.
- I. Terminate control circuit conductors at terminal blocks only.
- J. Utilize eye or forked tongue type compression set terminator for conductors No. 12 AWG and smaller when termination is to a bolted or screw set type terminal block or terminal cabinet.
- K. Make below grade splices in handholes and vaults watertight with epoxy resin type splicing kits similar to Scotchcast.

3.9 FIELD QUALITY CONTROL

- A. Test for Wires and Cables in accordance with Section 260810.

END OF SECTION

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PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description: Work includes outlet, junction, and pull boxes and associated appurtenances required to enclose devices, permit pulling conductors, and for wire splices and branches.
- B. General Requirements: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 apply to Work in this section.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable city, county, and state codes and ordinances.
- B. Codes and Standards:
 - 1. NEMA 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NFPA 70, National Electrical Code (NEC).
 - 3. UL 514A, Metallic Outlet Boxes.

1.3 SUBMITTALS

- A. Comply with requirements in Division 01 and Section 260500.
- B. Product Data: Submit manufacturer's technical product data for each type of outlet box and appurtenance.

PART 2 - PRODUCTS

2.1 OUTLET BOXES FOR INTERIOR WIRING

- A. General: Outlet and pull boxes pressed steel, zinc coated with plaster ring where applicable, minimum 4 inch size.
- B. Surface Metal Raceway: Boxes of same manufacturer and to match raceway. Boxes shall accommodate standard devices and device plates.
- C. Concrete and Masonry: Boxes for casting in concrete and mounting in masonry walls of type specifically designed for that purpose.
- D. Ceiling Outlet Boxes: Galvanized octagonal 4 inch, 1-1/2 inches deep (without fixture stud) and 2-1/8 inch deep (with fixture stud).
- E. Sheet Metal Boxes Larger than 12 Inches in any Dimension: Include hinged enclosure.

2.2 OUTLET BOXES FOR EXTERIOR WIRING

- A. General: Weather resistant and rain tight, with appropriate covers, gaskets, and screws.
- B. Above Grade: Outlet and junction boxes cast or malleable iron or cast of corrosion resistant alloy compatible with raceway to which they are connected. Pull boxes fabricated of hot dipped galvanized heavy gage steel. Boxes with gasketed covers.
- C. Below Grade: Provide underground vaults as specified in Section 260543.

2.3 OUTLET BOXES CONTAINING MULTIPLE DEVICES

- A. Outlet Boxes Containing Emergency and Normal Devices: Permitted only with steel barriers manufactured especially for purpose of dividing outlet box into 2 completely separate compartments.

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- B. Outlet Boxes Containing Multiple Devices and Wiring Rated over 150 Volts to Ground and Over 300 Volts Between Conductors: Permitted only with steel barrier manufactured especially for purpose of dividing outlet box into separate compartments for each device having exposed live parts.

PART 3 - EXECUTION

3.1 INSPECTION

- A. General: Verify installation conditions as satisfactory to receive work of this section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions as satisfactory.

3.2 PREPARATION

- A. Field Measurements: Field verify locations of new and existing work prior to commencing work of this section.
- B. Protection: Protect surrounding areas and surfaces to preclude damage from work of this section.

3.3 INSTALLATION, APPLICATION, ERECTION, AND PERFORMANCE

- A. General: Install, apply, erect, and perform the work in accordance with Article "Quality Assurance" provisions, specifications, and manufacturer's installation instructions and directions. Where these may be in conflict, the more stringent requirements govern.

3.4 COORDINATION OF OUTLET BOX LOCATIONS

- A. Locate as shown on the Drawings and as required to facilitate pulling. Limit number of bends per NEC.
- B. Electrical box locations shown on the Drawings are approximate unless dimensioned. Verify location of floor boxes and outlets before roughing in.
- C. Locate outlet boxes to allow access. If inaccessible, furnish, arrange, and pay for installation of access doors.
- D. Coordinate Work of this section with the Work of other sections and trades to avoid conflicts. Check and verify door swings and locations of built-in cabinets, plumbing, heating, and ventilating equipment.
- E. Install outlet boxes of sizes and at locations necessary to serve equipment furnished under this or other divisions of the specifications. Make final connections thereto. Outlet boxes required if equipment is furnished with pigtail for external connection, does not have space to accommodate branch circuit wiring, or requires wire with insulation rating different from branch circuit wiring. Review equipment Shop Drawings for required outlet locations.
- F. Where more than one outlet box is shown on the Drawings, and indicated to be at same elevation or one above the other, align them exactly on center lines horizontally or vertically. Relocate outlet boxes which are not so installed (including lighting, receptacle, power, signal, and temperature control outlets) at no additional cost to the Owner.
- G. Centered on Built-In Work: In the case of doors, cabinets, recessed or similar features, or where outlet boxes are centered between such features, such as between door jamb and cabinet, make these outlet box locations exact. Relocate outlet boxes which are not centered.
- H. Flush mount boxes with front edge of box or plaster ring even with finished surface of wall and ceiling, except those mounted above accessible ceilings and where surface mounting is permitted.
- I. Locate to maintain headroom and to present a neat appearance.
- J. Route conduit from switch and receptacle boxes in walls vertically to space above ceiling. Install junction box before horizontal run.

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- K. Offset outlet boxes minimum of one stud horizontal separation between flush boxes mounted on opposite sides of acoustic rated common wall.
- L. Install outlet boxes with minimum 6 inch horizontal separation between closest edges of flush boxes mounted on opposite sides of common wall.
- M. Ceiling Locations: Locate outlet either at corner joint or in center of a panel, whichever is closer to normal spacing. Locate outlet boxes in same room in same panel locations.
- N. Conceal outlet boxes for electric water coolers behind cooler unit housing.

3.5 OUTLET BOX INSTALLATION

- A. Anchor boxes so they will not shift or rock when devices are operated (including insertion and removal of cord caps).
- B. Firmly anchor flush outlet boxes directly or with concealed bracing to studs and joists.
- C. Close unused openings.
- D. Support boxes independently of conduit except for cast outlet boxes that are connected to 2 rigid metal conduits, both supported within 12 inches of outlet box.
- E. Use multiple-gang outlet boxes where 2 or more devices are mounted together. Do not use sectional boxes.
- F. Install blank covers or plates over outlet boxes that do not contain devices.
- G. In inaccessible ceiling areas, install outlet and junction boxes within 6 inches of recessed luminaire to be accessible through luminaire ceiling openings.
- H. Install recessed outlet boxes in finished areas. Secure outlet boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall and adjustable steel channel fasteners for flush ceiling outlet boxes.
- I. Install outlet boxes in walls without damaging wall insulation.
- J. Seal conduit boxes, telephone boxes, and similar items air tight with acoustical caulk where located in acoustical rated walls that are not fire rated.
- K. Install outlet boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat openings for outlet boxes. Use outlet boxes with sufficient depth to permit conduit hubs to be located in masonry void space.
- L. Install pull boxes to be accessible after completion of building construction.

3.6 ELECTRICAL WORK IN COUNTERBACKS, MILLWORK, AND CASEWORK

- A. Install as shown on the Drawings. Furnish templates to other trades for drilling and cutting to ensure accurate location of electrical fixtures (outlets and devices) as verified with the A/E. Install wiring, devices, plates, and connections required by said fixtures.

END OF SECTION

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PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description: Work includes nameplates, wire and cable markers, conduit color coding, buried duct marking tape, and associated appurtenances.
- B. General Requirements: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 sections apply to Work in this section.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable city, county, and state codes and ordinances.
- B. Codes and Standards: NFPA 70, National Electrical Code (NEC).

1.3 SUBMITTALS

- A. Comply with requirements in Division 01 and Section 260500.
- B. Product Data: Nameplate schedule.

PART 2 - PRODUCTS

2.1 IDENTIFICATION MATERIAL

- A. Nameplates:
 - 1. Engraved three-layer laminated plastic.
 - a. Normal Power: White letters on black background.
 - b. Emergency Power: White letters on orange background.
 - 2. Panelboards and Switchboards: 1/2 inch high letters to identify equipment designation. 1/4 inch high letters to identify voltage rating and source.
 - 3. Control Panels and Equipment (Lighting and Receptacle Control): 1/2 inch high letters to identify equipment designation. 1/4 inch high letters to identify source.
 - 4. Enclosed Circuit Breakers, Disconnect Switches, Motor Starters: 1/4 inch high letters to identify load served and source.
 - 5. Power Monitoring: 1/2 inch high letters to identify meter designation. 1/4 inch high letters to identify metering category.
 - 6. Automatic Transfer Switches: 1/2 inch high white letters to identify equipment designation, voltage rating, normal source, standby source and load served and location.
 - 7. Emergency/Standby Power Boxes and Enclosures larger than six inches by six inches. 1/2 inch high letters to identify equipment and source designation.
- B. Adhesive Printed Labels:
 - 1. Laminated tape – Brother TZe Series 12mm width tape or equivalent.
 - a. Normal Power: Black letters on clear background.
 - b. Emergency Power: Red letters on white background.
 - 2. Switches: 1/4 inch letters to identify load controlled.
 - 3. Receptacles: 1/4" letters to identify panelboard and circuit number.
- C. All outlet boxes, junction boxes and pull boxes for emergency system devices and circuits shall be orange in color, both inside and outside.
- D. All outlet boxes, junction boxes and pull boxes for fire alarm system devices and conductors shall be red in color, both inside and outside.
- E. Permanent felt marker for junction and pull box circuit notation.
 - 1. Normal Power: Black letters.

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F. Wire and Cable Markers:

1. Split sleeve or tubing type. Vinyl impregnated cloth, vinyl, and mylar self-adhesive types not acceptable.
2. Color code wire in accordance with the coding shown in Decal Detail below. Conductors of power systems in this building (plant) are identified as follows:

Conductor	208Y/120 Volt
A Phase (Left Bus In Panel):	Black
B Phase (Center Bus In Panel):	Red
C Phase (Right Bus In Panel):	Blue
A Phase (Isolated Ground Circuit)	Black with yellow stripe
B Phase (Isolated Ground Circuit)	Red with yellow stripe
C Phase (Isolated Ground Circuit)	Blue with yellow stripe
Neutral:	White
Equipment Ground:	Green
Isolated Ground:	Green with yellow stripe

3. Where dedicated neutral conductors are provided for single phase circuits, neutral conductor shall have a colored stripe to match the color of the corresponding phase conductor.

G. Phase Identification: Vinyl colored electrical tape.

H. Buried Duct Marking Tape:

1. Telephone Ducts: Six inch wide orange tape with the words "CAUTION - TELEPHONE LINE BURIED BELOW".
2. Cable Television Ducts: Six inch wide orange tape with words "CAUTION - CABLE TV LINE BURIED BELOW".

I. Printed Labels: Printed labels shall be clear polypropylene with adhesive back designed for exterior applications. Label text shall be 4.8 mm (3/16") high, black and shall be applied to the label by a thermal transfer printer.

J. Directory Cards: Directory cards shall consist of heavy cardstock, metallic mounting frames and plastic covers. Mounting frames shall be attached to the back side of panelboard doors. Directories shall contain typewritten text indicating the circuit breaker number, type of load served and room number in which each load is located. Unused circuit breakers shall be designated with "SPARE" written in pencil. Spaces for future circuit breakers shall be left blank. Circuit designations on directory cards shall match the installed conditions with respect to loads and physical arrangement within panelboards.

K. Wiring Color Code Schedules: Color code schedules shall be prepared using a color printer and shall be laminated between two layers of clear plastic. Schedules shall show color designation for each phase, neutral and ground of each system voltage. Schedules shall be 130 mm by 180 mm (5" by 7").

L. Arc Flash Hazard Safety Signs: Product safety signs in accordance with ANSI Standard Z535.4 requirements. At the left of each sign shall be an electrical hazard (lightning) graphic surrounded by a yellow triangle. At the top of the right side of the sign, in an orange signal word block, the signal word "Warning" shall appear together with an exclamation mark surrounded by a triangle. Underneath the signal word block, the message "Arc Flash Hazard" shall be printed on the first line, followed by "Appropriate PPE Required" on the second line. The sign shall also indicate the flash protection boundary in inches and the incident energy at 460 mm (18") in cal/cm², in accordance with the requirements of NFPA 70E.

PART 3 - EXECUTION

3.1 INSPECTION

- A. General: Verify installation conditions as satisfactory to receive work of this section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions as satisfactory.

3.2 PREPARATION

- A. Field Measurements: Field verify locations of new and existing work prior to commencing work of this section.
- B. Protection: Protect surrounding areas and surfaces to preclude damage from work of this section.

3.3 INSTALLATION, APPLICATION, ERECTION, AND PERFORMANCE

- A. Description: Install, apply, erect, and perform work in accordance with Article "Quality Assurance" provisions, specifications, and manufacturer's installation instructions and directions. Where these may be in conflict, more stringent requirements govern.
- B. Nameplates:
 - 1. Degrease and clean surfaces to receive nameplates.
 - 2. Install nameplates parallel to equipment lines.
 - 3. Secure nameplates to equipment fronts using screws or rivets. Adhesives not acceptable.
- C. Wire Identification:
 - 1. Install wire markers on conductors in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Identify with branch circuit or feeder number for power and lighting circuits and with control wire number as indicated on schematic and interconnection diagrams or equipment manufacturer's shop drawings for control wiring.
 - 2. Install solid colored jackets for wire sizes smaller than number 8 AWG. Wire sizes larger than number 10 AWG may be taped at both ends and at pull and junction boxes with appropriate colored tape. Color coding tape to completely encircle conductor at least 3 inches wide.
 - 3. Color code for medium voltage cables:
 - a. Phase A: One violet tape stripe.
 - b. Phase B: Two violet tape stripes.
 - c. Phase C: Three violet tape strips
- D. Decals: Install decal behind circuit breaker door where it can be easily seen when circuits are added.
- E. Felt Marker Identification: Apply on front of cover in non-finished areas, such as mechanical/electrical rooms, above ceilings, and similar locations, and on back of cover in finished areas.
- F. Provide black and yellow striped vinyl 2" wide hazard tape on floor and stencil "Electrical Hazard-Keep Clear" on floor, spaced as to not exceed 4 feet on center to identify code required clearance in front of electrical equipment including switchboards, panelboards, motor control centers, transformers, transfer switches, etc. in unfinished spaces such as electrical and mechanical rooms.
- G. Conduit Color Coding: Identify conduits containing medium-voltage cable (greater than 600 Volt) by painting exposed conduits with Orange Safety (FSC-12246) paint. Stencil legend "HIGH VOLTAGE" in Gloss Black (FSC-17038) paint at intervals not exceeding 15 feet at visible locations.

3.4 INSTALLATION

- A. General:
 - 1. Provide identification for electrical equipment as specified herein.
 - 2. Attach identification in durable manner, suitable to each respective type of identification. Nameplates shall be securely fastened to equipment with two (2) rivets. Wiring color code schedules shall be fastened to equipment with permanent adhesive.

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B. Distribution Panelboards and Switchboards:

1. Provide a nameplate for each distribution panelboard. Install nameplates on the outside of the equipment enclosures above the incoming line sections. Nameplate text shall include the equipment name as designated on the Drawings.
2. Provide a nameplate for each overcurrent protective device. Install nameplates on the outside of the equipment enclosure adjacent to each device. Nameplate text shall include name of load served as designated on the Drawings.
3. Provide a wiring color code schedule attached to the exterior of each switchboard and each distribution panelboard. Schedules shall be located adjacent to the main incoming line sections.
4. Provide an arc flash hazard safety sign attached to the exterior of each switchboard and each distribution panelboard. Signs shall be located on the outside of equipment enclosures so as to be clearly visible to qualified persons before examination, adjustment, servicing or maintenance of the equipment.

C. Panelboards:

1. Provide a nameplate for each panelboard. Nameplate text shall include the panelboard name as designated on the Drawings.
2. On panelboards located in mechanical and electrical rooms and other unfinished spaces, install nameplates on the outside of panelboard enclosures above doors. On all other panelboards, install nameplates on the dead fronts, above the circuit breakers so that nameplates are not visible when the panelboard doors are closed.
3. Directory cards: Provide in each panelboard. Update room numbers and descriptions to match final owner approved room name/number. Place directory card in holder behind plastic cover.
4. Provide a reduced copy of each panel schedule contained in the Contract Documents, showing actual configuration. These schedules shall be provided in addition to the typewritten panelboard directories. Place schedules in directory frame.
5. Provide a wiring color code schedule attached to each panelboard. Schedules shall be installed on the inside of panelboard doors.
6. Provide an arc flash hazard safety sign attached to each panelboard. Signs shall be located so as to be clearly visible to qualified persons before examination, adjustment, servicing or maintenance of the equipment. On panelboards located in mechanical and electrical rooms, attach the signs on the outside of panelboard enclosures. On all other panelboards, attach the signs on the dead fronts or the back side of the panel doors, so that signs are not visible when panelboard doors are closed.

D. Control Panels/Equipment:

1. Provide a nameplate for each relay panel and/or control units. Nameplate text shall include the relay panel name or space and zone controlled as designated on the Drawings.

E. Provide an arc flash hazard safety sign attached to each panelboard. Signs shall be located so as to be clearly visible to qualified persons before examination, adjustment, servicing or maintenance of the equipment. On panelboards located in mechanical and electrical rooms, attach the signs on the outside of panelboard enclosures. On all other panelboards, attach the signs on the dead fronts or the back side of the panel doors, so that signs are not visible when panelboard doors are closed.

F. Signaling and Communications Systems Cabinets:

1. Provide a nameplate on the outside of each cabinet above door. Nameplate text shall include the system name as designated on the Drawings and the cabinet function.

G. Disconnect Switches:

1. Provide a nameplate on the outside front of each disconnect switch enclosure. Nameplate text shall include the name of the load controlled as designated on the Drawings, and also the designation of the equipment that serves as the power source for the circuit that supplies the disconnect.

H. Relays and Time Switches:

1. Provide a nameplate on the outside front of each relay and time switch enclosure. Nameplate text shall include the name of the load controlled as designated on the Drawings.

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I. Contactors:

1. Provide a nameplate on the outside front of each contactor enclosure. Nameplate text shall include the contactor name as designated on the Drawings and the name of the load controlled.

J. Control Switches:

1. Provide a nameplate for each equipment control switch with a device plate as specified in Section 262726. Nameplate text shall include the name of the load controlled as designated on the Drawings.
2. Provide a nameplate or printed label on each control switch that does not have a device plate as specified in Section 262726. Verify type with Architect's Consultant. Text shall include the name of the load controlled as designated on the Drawings.

K. Wiring Devices:

1. Receptacle Labels: Indicate panelboard and circuit number.
2. Provide an engraved printed label for each switch that controls luminaires not within sight of the switch or that controls receptacles. Engraved printed label text shall include the type and location of the load controlled.

L. Junction Boxes and Pull Boxes:

1. Provide nameplates on the outside of the front cover of junction boxes and pull boxes in finished areas and of junction boxes and pull boxes that are larger than 150 mm by 150 mm (6" by 6"). Nameplate text shall designate the system for which wiring is to be enclosed in the box. In the case of power system junction boxes or pull boxes, the nameplate text shall also include the panelboard name and circuit number. Nameplates for emergency power junction boxes or pull boxes shall be orange in color.
2. Junction boxes and pull boxes 150 mm by 150 mm (6" by 6") or smaller in unfinished areas and above accessible ceilings shall be color coded by spray painting the outside edges of the box and spray painting the cover with the following colors:

208Y/120 VAC Power:	Unpainted
Fire Alarm & Detection:	Red
Security and Video Surveillance:	Light Blue
Telecommunications:	White
Television:	Black
Audio-video:	Gold

3. After painting, mark the covers of power system junction boxes and pull boxes with the panelboard name and circuit numbers. Marking shall be done with a wide-tip, permanent-ink black marker.

M. Outlet Boxes:

1. Outlet boxes for emergency power and fire alarm circuits shall be color coded by spraypainting the box inside and outside with the following colors:

Fire Alarm & Detection:	Red
Emergency Power	Orange

N. Raceway systems:

1. Emergency Power: Provide adhesive label at intervals not exceeding 25 feet. Brady #44328 or approved. Where outlet boxes or enclosures are encountered within 25 feet, label not required.

END OF SECTION

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PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description: Work includes testing requirements for individual components, equipment, systems, and integration to ensure intended facility operation. Test equipment per manufacturer guidelines and industry standards. Test modes of operation and interlocks and alarm functions. This section presents a guideline of system testing. Provide complete, comprehensive testing in addition to minimum requirements specified in individual sections and in this section.
- B. Training: Include comprehensive Owner operation and maintenance training of individual components, equipment, and systems. Training includes normal operation and alternate modes of operations.
- C. General Requirements: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 sections apply to Work in this section.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable city, county, and state codes and ordinances.
- B. Codes and Standards:
 - 1. ANSI/NETA ATS 2009, Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems.
 - 2. ANSI/NETA MTS-2011, Standard for Maintenance Testing Specifications for Electrical Power Equipment and Systems.
 - 3. NFPA 70B, Recommended Practice for Electrical Equipment Maintenance.
 - 4. NFPA 70, National Electrical Code (NEC).
- A. Testing Agency: Testing shall be accomplished by an approved testing agency. Retain services of a NETA certified firm or approved. Testing agency shall not be associated with manufacturer of equipment or systems under test.

1.3 SUBMITTALS

- A. Comply with requirements in Division 01 and Section 260500.
- B. Qualifications: Testing agency qualifications.
- C. Testing Plan and Schedule: Detailed plan and schedule of testing, and training for acceptance by the Owner prior to initiation of work.
- D. Test Procedures: Test procedures and sample test forms.
- E. Test Reports: Submit detailed report of testing functions with associated results. Include date of testing and corresponding line item for system tested and individual components. Include testing checklists for each system and device tested. Include for each line item corrective work taken and retest date and confirmation. Include copy of reports in the Operation and Maintenance Manual.
- F. Certification: Certification that tests have been completed.

PART 2 - PRODUCTS

Not used.

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PART 3 - EXECUTION

3.1 INSPECTION

- A. General: Verify installation conditions as satisfactory to receive work of this section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions as satisfactory.

3.2 PREPARATION

- A. Field Measurements: Field verify locations of new and existing work prior to commencing work of this section.
- B. Protection: Protect surrounding areas and surfaces to preclude damage from work of this section.

3.3 INSTALLATION, APPLICATION, ERECTION, AND PERFORMANCE

- A. General: Install, apply, erect, and perform the work in accordance with Article "Quality Assurance" provisions, specifications, and manufacturer's installation instructions and directions. Where these may be in conflict, the more stringent requirements govern.

3.4 GENERAL

- A. Perform acceptance tests in accordance with manufacturer's recommendations, NFPA 70 and ANSINETA ATS.
- B. Report any system, material, or workmanship which is found defective on basis of electrical inspections and tests to the A/E.
- C. If test reveals a fault or problem, repeat entire test until problem is corrected. Submit additional written test reports.
- D. Maintain written record of tests. Upon completion of project, assemble and certify final test report and include in the Operation and Maintenance Manual. Compile field test reports signed by individuals performing the tests.

3.5 GENERAL COMPONENT AND EQUIPMENT TESTING REQUIREMENTS

- A. Phase Relationship Tests: Check connections to existing and new equipment for proper phase relationship. During such check, disconnect devices which could be damaged by application of voltage or reversed phase rotation.
- B. Grounding:
 - 1. Test each ground electrode system. Comply with requirements in Sections 260526 and 260527.
 - 2. Visual and Continuity Test: Perform for each of the following ground connections:
 - a. Data floor ground system distribution and ground busses.
 - b. UPS System.
 - c. PDUs.
 - d. Equipment ground connections.
 - e. Cable tray grounding.
- C. Feeders:
 - 1. After installation and prior to energization, test cable and wire for continuity of circuitry and for short circuits, Megger circuits of 100 Amp and greater. Correct malfunctions. Submit record of megohmmeter readings to the A/E.
 - 2. Inspect wire and cable for physical damage and proper connection.
 - 3. Inspect ground conductor's installation to ensure ground terminations, jumpers, and devices have solid, mechanical connection.
 - 4. For circuits above 80 Amps, perform torque test for each conductor termination. Torque connections per manufacturer's recommendations and tabulate results.

- D. Overcurrent Protective Device Calibration: Perform necessary field settings and adjustments to conform to the coordination study specified in Section 260573.
- E. Overcurrent Protective Device Factory Tests: Submit documentation of factory testing of distribution circuit breakers as specified in Section 262813.
- F. Panelboards:
 - 1. Inspect for physical damage, proper installation, supports, and grounding.
 - 2. Inspect cabinets for foreign objects. Clean exterior and interior of cabinets from dirt and dust.
 - 3. Verify neutrals are grounded only at main or separately derived service point.
 - 4. Check load balance of panelboards for load balance between phases and make adjustments to bring phases within 15 percent of average load.
- G. Receptacles: Test for open ground, reversed polarity, open hot, open neutral, hot and ground reversed, and hot on neutral.

3.6 LIGHTING CONTROLS TESTING

- A. Test lighting controls, components and systems in accordance with local codes, manufacturer recommendations.
- B. Test each device to confirm operation per manufacturer recommendations and design requirements.
- C. Document each component, device and system tested and include "as-left" settings for all adjustable settings. Include a matrix which identifies device, type and location at a minimum.

3.7 REPORTS

- A. Prepare test reports for each system, equipment and device tested. Include copy of each test report in the Operation and Maintenance Manual. Utilize test forms for systems and equipment tested. Use manufacturer's standard or other appropriate test forms commensurate with test performed. Test reports shall include the following.
 - 1. Summary of project.
 - 2. Description of equipment tested.
 - 3. Description of test.
 - 4. Test results including retesting results.
 - 5. Test dates.
 - 6. Tester's name.
 - 7. Witnesses (when required).
- 8. Corrective work.
- 9. Acceptance criteria.
- 10. Conclusions and recommendations.
- 11. Appendix including appropriate test forms.

END OF SECTION



Island County Facilities Management

Ryan Beach, Director

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Island County Bid #25-01

ADDENDUM NO.1

TENANT IMPROVEMENTS

SE Bayshore Drive

May 16, 2025

ATTENTION:

This Addendum No. 1 consists of a total of 169 pages, including this page with [2] attachments.

All bidders and plan holders are hereby notified that the contract documents for the subject project have been amended as hereinafter set forth. The following changes, additions, and/or deletions are hereby made part of the contract documents and plans.

A. RESPONSES TO SUBMITTED QUESTIONS

1. Insurance Clarification: Do we need existing structure coverage? If "Yes" then the following questions:

- A) Existing structure value?
- B) How was the value determined?
- C) It is sprinklered, correct?

ANSWER 1: Yes. A) \$965K; B) Via commercial appraisal (attached); C) Non-sprinklered.

2. Permitting costs clarification;

ANSWER 2: Owner will pay Master Bldg Permit cost. Bidder will own electrical L&I fees in scope. See Note #18 on ED1.

3. Further clarifications of scope please:

- A) Painting throughout the interior and where windows are infilled on exterior, yes? **Only In-scope painting is on the exterior window in-fills (See drawing A6). Interior painting will be Owner Furnished, Owner Installed (OFOI) so Not in Contract.**
- B) [2] windows on east side and [1] window on south side designated for demo and infill, correct? **Yes. See drawing A6.**

- C) [1] door relocated **#135 confirmed**, [8] new doors, please confirm; **[7] new doors confirmed per updated door schedule, see A3. #101 is an existing slab in the hallway the Owner wants reinstalled in the existing frame.**
- D) Clarification of door swing on Door 135 that is being relocated: Currently shows Right hand in-swing, after relocation it's showing Left hand in-swing? Please confirm. **Swing corrected in drawing A2 to match existing condition;**
- E) First floor plan: Casework, sink, plumbing (not shown in plumbing plan?) in room 120. Confirm casework & countertop materials / style. **Bid \$1,500 allowance and RFI after contract.**
- F) FRP on two walls in custodial room 118, **correct?**
- G) Confirm casework / countertop materials / style at waiting room / reception area 126-127. **Bid \$2,500 allowance and RFI after contract.**

ANSWER 3: See responses above.

4. More questions from subs:

- A) Electrical Plan coming? **Refer to ED1 and EP1;**
- B) Hardware **Not in Contract**/ frames **Match Existing**/ finish for doors? **Match Existing per updated door schedule;**

ANSWER 4: See responses above.

5. Has testing been completed for asbestos/lead? If so, results?

ANSWER 5: Refer to APPENDIX B of DIVISION 00

B. CHANGES TO SPECIFICATIONS

- 1. **ADD** Sections: 01 45 00 CONTRACTOR QUALITY CONTROL;
01 60 00 PRODUCT REQUIREMENTS;
06 40 00 ARCHITECTURAL WOODWORK;
09 90 00 PAINTING & COATING;

C. CHANGES TO DRAWINGS

- 1. **ADD:** A6 – EXTERIOR ELEVATIONS;
ED1 – DUPLEX DEMO IN LOBBY + ABBREVIATION, ETC;
EP1 – ADD DUPLEX IN LOBBY [108]
- 2. **REVISIONS:** A3 – DOOR TYPE & SCHEDULE;

D. ATTACHMENTS

- 1. **Appraisal**
- 2. May 7th Pre-Bid Attendees;

Bid opening date and time shall remain the same: **3:00 PM, Friday May 23, 2025.**

NOTE: Acknowledgement of the receipt of this addendum is required under **“Addendum Acknowledgment”** on Page 3 of the **BID FORM** document in order for the bid proposal to be considered complete. Failure to acknowledge receipt of this addendum may become cause for rejection of the bid.

END OF ADDENDUM NO. 1 – ISLAND COUNTY BID #25-01

SECTION 00 00 03 - TABLE OF CONTENTS

Specification Sections are listed. The Contractors shall check their copies of the Specifications with the Table of Contents to be sure they are complete.

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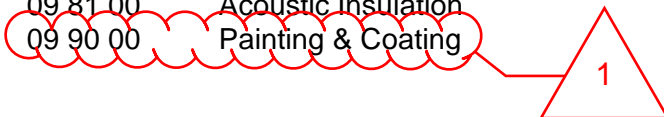
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End Section

PART 1 - GENERAL

1.1 SUMMARY

- A. General Requirements: Comply with the quality control provisions specified in the Contract Documents and perform quality control testing and inspection, and the surveillance of the Work for quality, unless specifically designated to be performed by Owner.
- B. Owner's forms referenced in this Section include (see Appendix A):
 - 1. Contractor Quality Control Daily Report
- C. Contractor Quality Control (CQC) shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations that comply with the requirements of the Contract Documents. CQC shall cover construction operations keyed to the Progress Schedule including, but not limited to, fabrication on-site and off-site, and field and factory tested construction mock-ups.
- ~~D. Owner's special inspection and Testing Agency services are specified in Section 014523- "Testing and Inspection Services" which may be required to ensure the Work is in accordance with the Contract Documents, except where those tests are specifically indicated to be performed by the Contractor in the Contract Documents. These services do not relieve the Contractor of responsibility for compliance with Contract Documents requirements.~~

1.2 CQC MEETINGS

- A. General Work Plan Meeting: Contractor shall meet with Owner's Representative to discuss CQC procedures for the Project. Items for discussion shall include, but not be limited to:
 - 1. Identification of the Contractor's CQC Representative;
 - 2. Interrelationship of Contractor and Owner's Representative;
 - 3. CQC administrative procedures and pre-installation work plans;
 - 4. Submittals and persons responsible for Shop Drawing review;
 - 5. Forms for recording the CQC program;
 - 6. Testing, inspections and approvals records;
 - 7. On-site and off-site fabrication and installation procedures; and
 - 8. Field constructed mock-ups.
- B. Pre-installation CQC Work Plan Meetings: Develop a "CQC Work Plan" for each definable feature of the Work. Complete the work plan and submit to Owner with each notification requesting a pre-installation meeting. The work plan shall serve as the basis for discussion and review of the Contract Documents requirements. The work plan will assist to assure that materials and equipment delivered and assembled for construction conform to Contract requirements, and that control testing and CQC procedures are documented.
 - 1. When requested by the Owner, the Contractor shall revise a CQC Work Plan and provide the Owner a final CQC work plan with changes addressing comments or clarifications from the Owner's special inspection services or Commissioning Authority.

1.3 CONTRACTOR QUALITY CONTROL REQUIREMENTS

- A. Contractor's Quality Control Organization: Staff the CQC organization, as required, to perform the activities outlined in this Section and elsewhere in the Contract Documents.
 - 1. Identify a "CQC Representative" (who is not the superintendent) who shall be on the Project site during progress of the Work as required. The CQC Representative shall have

- complete authority to take those actions necessary to ensure compliance with the Contract Documents.
2. Identify persons responsible for review and approval of Shop Drawings and other submittals required by the Contract Documents.
- B. Qualifications of CQC Representative: The Contractor shall propose and Owner shall approve, in writing, the Contractor's CQC Representative. The CQC Representative must have construction management experience including prior experience with projects of similar construction, size, and complexity.
1. During progress of the Work, the Owner will monitor and evaluate the performance of the CQC Representative based on the conformance of the Work with the Contract Documents and an assessment of the accuracy, timeliness and completeness of the daily QC Report. If the CQC Representative fails to perform to the sole satisfaction of the Owner, the Contractor shall propose a replacement CQC Representative for the Owner's approval.
- C. Daily Quality Control Reports: CQC Representative shall maintain daily Quality Control (QC) Reports. The QC Reports shall be factual records containing numerical data of the Work and quality control activities and observations, including examination of work areas to verify the substrate upon which new work is to be placed. Submit QC Reports on Owner's form, or another Owner approved form, by the next workday following the day of the report.
1. CQC Representative shall verify and sign all reports. Verification shall contain the statement that all supplies and materials incorporated in the Work are in compliance with the Contract Documents.
- D. Control of On-Site and Off-Site Construction: Contractor's Quality Control procedures shall include the following phases of control and management for each definable feature of the Work:
1. Pre-installation Meeting: A pre-installation meeting shall be held prior to beginning work on each definable feature of the Work specified in the Contract Documents (see Section 013119 "Project Meetings").
 2. In-Progress Inspection Phase: In-progress quality control testing and inspection, and surveillance of the Work for quality shall be performed continuously to verify that quality standards are maintained throughout the Work. Adjustment to quality control procedures and CQC work plans may be required, based upon the results of the inspections and testing.
 - a. The Contractor shall:
 - 1) Discuss quality control procedures at construction progress meetings;
 - 2) Report the results of the inspections and any changes to quality control procedures in the daily QC Report; and
 - 3) Revise CQC work plans for Owner's records, if changes are required.
 3. Above-Ceiling Final Inspections: The Contractor shall provide to the Owner a minimum two (2) week notice prior to ceiling installations for the Owner to conduct above-ceiling final inspections.
 - a. The Contractor shall perform corrective work and provide reasonable time for the Owner to validate the work complete prior to covering from sight.
 4. Contractor's Final Punch List Report: The CQC Representative shall thoroughly inspect all aspects of the construction (including the Subcontractor's Work) and produce a final punch list report of work requiring correction and/or incomplete work that shall be issued to the Subcontractors with instructions to complete prior to requesting the Owner's final inspections. The Contractor's written request for Owner's final inspection shall certify that all features of the Work are installed and have been reviewed by the Contractor to determine compliance with the Contract Documents.

- a. The Contractor's final punch list report shall be prepared by the Contractor utilizing the Owner's internet-based construction management system (CMS), in a format acceptable to the Owner.
 - 1) The report shall include a comprehensive Project room number list and additional entry listings for site work, building enclosure, roofs, and other items not designated with a room number to document the entire Project.
 - 2) The Owner's final inspections items will be added to the Contractors final punch list report by the Owner.
 - 3) The Owner will manage the consolidated listing of all open inspection items until all items are signed-off by the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



Contractor Quality Control Daily Report

Contractor Quality Control Representative shall complete each field or item in the CQC Daily Report. If a field or item is Not Applicable - mark it with the symbol 'NA'

Project Name: _____ Report No.: _____
Project No.: _____ Contractor: _____ Date: _____

Location of work: _____

Weather:	<input type="checkbox"/> AM	Lo Temp: _____	Wind Velocity: _____ mph
	<input type="checkbox"/> PM	Hi Temp: _____	Rain Accumulation: _____ inches

1. ACTIVITY: By Contractor / Subcontractor

<u>Work in Progress</u>	<u>Contractor / Subcontractor</u>	<u>Equipment</u>	<u>Trade / Craft</u>	<u>Number of Workers</u>	<u>Total Hours Worked</u>
A.					
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					
J.					
K.					
L.					

2. INSPECTIONS: List the specific inspection performed (pre-installation, initial, and follow up) and the results of these inspections (including corrective actions).

3. TESTS: List type and location of the tests performed and the results of these tests.

4. CHANGE ORDER WORK: List Contractor/Subcontractor work done under change order.

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Contractor Quality Control Daily Report

<u>COP or FO in Progress</u>	<u>Contractor / Subcontractor</u>	<u>Equipment</u>	<u>Craft</u>	<u>Number of Workers</u>	<u>Total Hours Worked</u>
A.					
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					
J.					
K.					
L.					

5. **TOTAL DAILY HOURS WORKED BY ALL TRADES:** _____

6. **SAFETY:** Activity Safety Inspection

A. Safety Deficiencies Observed

Corrective Action Taken

Remarks:

B. Safety Statistics

Number of First Aid incidents: _____

Number of Recordable incidents: _____

Number of Lost Time days: _____

7. **CERTIFICATION:** I certify that the above report is complete and correct and that I, or my authorized representative, have inspected all work performed this day by the Contractor and each Subcontractor, and have determined that materials, equipment, and workmanship are in compliance with the plans and specifications, except as may be noted above.

Signature of Contractor's Quality Control Representative

Date

END OF FORM

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Products.
 - 2. Transportation and handling.
 - 3. Storage and protection.
 - 4. General installation requirements.
 - 5. Product options.
- B. Related Sections:
 - 1. 006325 - Substitution Request Form.
 - 2. 011000 - Summary: Owner-furnished products.
 - 3. 012500 - Substitution Procedures
 - 4. 014500 – Contractor Quality Control: Submittal of manufacturers' certificates.
 - 5. 017700 - Closeout Procedures: Systems demonstration, operation and maintenance data, warranties and guarantees, spare parts and maintenance materials.
- C. This Section applies to all Technical Specification Sections, and supplements the General and Supplementary Conditions.

1.2 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with size, make, type, and quality specified, unless otherwise approved in writing by the Architect. Specifications and referenced standards are minimum requirements.
- C. All components required to be supplied in quantity shall be identical, whether furnished under one or several Sections of the specifications.
- D. Unless specified or indicated otherwise, materials employed for construction purposes, such as formwork, scaffolding, and temporary lighting, shall not be incorporated into the work.
- E. Unless indicated or specified otherwise, all products incorporated into the Work shall be of the most suitable grade of their respective kinds for the intended use.
- F. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport by methods to avoid product damage.
- B. Deliver products in manufacturer's original containers or packaging, with identifying labels intact and legible. Where options exist, select container or packaging systems that can be recycled or reused.
- C. Furnish equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Immediately replace non-conforming products with new conforming products, at no additional cost to the Owner.

1.4 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weather-tight enclosures. Maintain within temperature and humidity ranges required by manufacturer's instructions, and as otherwise required to prevent damage.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Protect from soiling or staining through ground contact. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

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- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage of products to furnish convenient access for inspection and inventory.

1.5 GENERAL INSTALLATION REQUIREMENTS

- A. Unless indicated or specified otherwise, install each product in accordance with the product manufacturer's instructions.
- B. Distribute copies of manufacturer's instructions to parties involved in the installation.
- C. Maintain one set of complete instructions at the job site during installation and until completion.

1.6 PRODUCT OPTIONS

- A. Product Specified by Reference Standards or by Description Only: Provide product meeting those standards.
- B. Product Specified by Naming One or More Manufacturers with an "or approved" provision: Use specified product or submit a request for substitution in accordance with the specified substitution requirements. When approved a substitute product may be used.
- C. Product Specified by Naming One or More Manufacturers, without a provisions for Substitution: No substitution will be allowed, except as specified under the Division 01 Section on Substitution Procedures.

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood standing and running trim.
 - 2. Custom casework.
 - 3. Plastic laminate.
 - 4. Solid surfacing.
 - 5. Shop finishing.
- B. Related Sections:
 - 1. 061000 - Rough Carpentry: Blocking for finish carpentry.
 - 2. 081400 - Wood Doors: Flush doors.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 012500.

1.2 REFERENCES

- A. American National Standards (ANSI)
 - 1. ANSI A208.2 - Standard for Medium Density Fiberboard (MDF)
- B. American Society for Testing and Materials (ASTM)
 - 1. C1036 Standard Specification for Flat Glass
 - 2. E84 Test Method for Surface Burning Characteristics of Building Materials
- C. American Plywood Association (APA)
- D. Architectural Woodwork Institute (AWI): Architectural Woodwork Quality Standards, Guide Specifications and Quality Certification Program (Current Edition).
- E. Business Institutional Furniture Manufacturer's Association (BIFMA)
- F. West Coast Lumber Inspection Bureau (WCLB): Standard Grading Rules No. 16.
- G. U.S. Product Standard (PS) PS 1 Product Standard for Construction and Industrial Plywood.

1.3 DEFINITIONS

- A. Exposed Portions of Casework: Those surfaces visible when doors and drawers are closed, including edges of doors and drawers, edges of cabinet boxes visible between doors and drawers, backs of hinged doors, interiors behind glass doors, and interiors in open cabinets.
- B. Semi-Exposed Portions of Casework: Those areas not defined as exposed, but visible when solid (not glazed) doors and drawers are opened.
- C. Concealed Portions of Casework: All remaining areas not defined as exposed or semi-exposed.

1.4 SUBMITTALS

- A. Make submittals in accordance with Section 013300.
- B. Shop Drawings. Indicate materials, components, profiles and configurations, dimensions, fastening methods, jointing details, colors and finishes, and accessories. Details shall be at a minimum scale of 1-1/2 inch per foot.
- C. Samples:
 - 1. Solid Wood with Transparent Finish: Submit a minimum of 3 - 12 inch long samples representative of the maximum range of color and graining to be expected for each species, cut, and finish combination specified. Include samples of transparent finish with putty filled holes and specified field applied top coat.

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2. Opaque Finish Wood: Submit a minimum of 3 - 12 inch long samples representative of the maximum range of graining and surface imperfections to be expected.
 3. Veneer Paneling: Submit a minimum of 3 - 8" x 11" samples of each species, cut, and finish combination for each veneer; include core material.
 4. Prefinished Board: Submit a minimum 8 x 11 sample of each color and pattern specified.
 5. Casework Hardware: Submit sample or product literature for each type.
 6. Plastic Laminate: Submit a minimum 8 x 11 sample of each color and pattern specified.
- D. Product Literature:
1. Submit literature for a sample of each hardware component proposed.
 2. MDF Materials: Literature verifying materials are formaldehyde free.
 3. Paint and Adhesive Systems: Submit product literature and Material Safety Data sheets stating VOC limits and chemical component limits for each product.

1.5 QUALITY ASSURANCE

- A. Fabricator: A minimum of 5 years experience in the fabrication of custom Architectural woodwork of the type specified.
- B. All Architectural Woodwork shall be under the responsibility of a single fabricator.
- C. Qualifications of Installers: Use only journeyman finish carpenters who are thoroughly trained and skilled in the work, and who are completely familiar with the materials and quality standards specified. No allowance will be made for lack of skill on the part of workmen.
- D. Conform to AWI premium grade standards except use premium grade standards for clearances and tolerances, unless specified or indicated otherwise.
- E. Solid Surfacing Fabricator Qualifications: Certified by the solid surfacing materials manufacturer.
- F. Mock-Ups:
1. Provide mock-up in accordance with Section 014500.
 2. Fabricate one lower one upper casework unit to receive transparent finish, complete with countertop, hardware and all electrical and mechanical components; and finished as specified. Select unit as approved by the Owner.
 3. Fabricate one lower one upper casework unit to receive plastic laminate finish, complete with countertop, hardware and all electrical and mechanical components; and finished as specified. Select unit as approved by the Owner.
 4. Coordinate with Owner for review at fabrication shop.
 5. Components approved by Owner may be incorporated into the Work.

1.6 DELIVERY, STORAGE AND HANDLING

- A. In accordance with 016000, and as follows:
1. Do not deliver wood materials to the building until "wet" work such as gypsum wallboard work has been completed.
 2. Store materials indoors in ventilated area with a minimum temperature of 60 degrees F., and a maximum humidity of 55%.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lumber:
1. Transparent Finish Lumber: AWI Grade I; Alder; quarter sawn.
 2. Opaque Finish Lumber: AWI Grade II Poplar.
 3. Concealed Framing Lumber: AWI Grade II pine, fir, hemlock, or other species as approved.
 4. Moisture Content: Optimum moisture content per AWI recommendations.
- B. Plywood:
1. Typical Plywood: APA rated in accordance with PS 1; 3/4 inch thick AC exterior grade unless indicated or specified otherwise; touch sanded where plastic laminate veneers are to be applied.
 2. Hardwood Veneer Plywood: States Industries (Eugene, OR 800-843-2753) "Apple Ply"; Grade A, 1/16 inch alder veneer core; (9 ply for 1/2 inch thickness, 13 ply for 3/4 inch thickness); alder

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veneer faces, plain sliced.

- C. Wood Veneer Flitches: AWI Grade A; Alder; plain sliced; book-matched.
- D. Medium Density Fiberboard (MDF): ANSI A208.2 Class MD (medium density); exterior glue; formaldehyde free.
- E. Pre-finished Board: Low pressure melamine over particle board, MDF, or hardboard core; formaldehyde free; colors as selected from manufacturer's standard.
- F. Plastic Laminate:
 - 1. Manufacturer: Nevamar, Pionite, or approved equal
 - 2. Basis of design: Pionite HPL "ThruColor"
 - 3. High Pressure Decorative Laminate (HPDL)
 - a. Horizontal Grade: HGS, 0.048 inch thick
 - b. Vertical Grade, VGP, 0.028 inch thick
 - c. Cabinet Liner: CLS, 0.02 inch thick
 - d. Cabinet Backer: BKL, 0.02 inch thick
 - 4. Low Pressure Decorative Laminate (LPDL): Thermally fused melamine where indicated.
- G. Solid Surfacing:
 - 1. Caesarstone "4001 Fresh Concrete" or approved; 2 cm, miter edge.
 - 2. Fabricate solid surface elements to the configurations indicated in accordance with the manufacturer's recommendations.
- H. Engineered Resin Panels:
 - 1. Resin Panels: Optical Grade, engineered resin, Class 'C' Flame Spread per ASTM E84; matte finish all sides; size, shape and mounting as indicated on the Drawings
 - 2. Manufacturers:
 - a. 3Form (Salt Lake City, UT; 800-726-0126)
 - b. Lightblocks (Salem, NH; 603-889-1115)
 - 3. Materials: Basis of Design: 3Form "Chroma"
 - 4. Recycled Content: 40 percent pre-consumer recycled content
 - 5. Thickness: 1 inch
 - 6. Color: As selected from manufacturer's range of "Whites".

2.2 ACCESSORY MATERIALS

- A. Cabinet Hardware:
 - 1. Pulls: 4 inch wire pulls; brushed stainless steel; Sugatsune, Hafele, or approved.
 - 2. Drawer Slides: Full extension ball bearing; clear zinc finish; rail mount; Accuride, or approved; load rating as required for the application.
 - a. Light Duty Rating (drawers 12 inches wide or less): Accuride 2632; 65 lb BIFMA load rating
 - b. Medium Duty Rating (drawers 32 inches wide or less): Accuride 7432; 100 lb BIFMA load rating.
 - c. Heavy Duty Rating (drawers 42 inches wide or less): Accuride 3640; 200 lb BIFMA load rating.
 - 3. Drawer Locks: Olympus Lock or approved; 5 pin tumbler cylinder locks; ANSI Grade 1; configuration to suit condition; keyed alike as directed, and masterkeyed. Furnish two keys for keyed alike group, and four masterkeys; finish to match pulls.
 - 4. Concealed Hinges: European style; concealed (except at touch latches); self-closing; 176 degree of opening, Blum, Grass or Hafele.
 - 5. Catch: Ives 327 A92 magnetic catch.
 - 6. Touch Latches: Epco 507PWS.
 - 7. Cabinet Shelf Standards and Brackets: Zinc plated; Knappe and Vogt No. 255 and 256.
 - 8. Cabinet Shelf Brackets: Metal pin style support; chrome finish.
 - 9. Wiring Grommets: "TG Series" by Doug Mockett and Company, Inc., Manhattan Beach CA.; size to match application; color as selected by Architect from manufacturer's standard colors.
- B. Wall Shelf Hardware:
 - 1. Brackets: ISS Designs "Heavy Duty Bracket," 12 inches deep; length as appropriate for shelving indicated; clear satin anodized finish.
 - 2. Standards: ISS Designs "Simple Standards"; clear satin anodized finish.

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- C. Counter Support Brackets:
 - 1. Manufacturer/Source
 - a. Oodles of Parts Plus (Patchogue, NY; 800-286-5471)
 - b. A&M Hardware Inc. (Manheim PA; 888-647-0200)
 - c. Steelcase
 - d. Herman Miller
 - 2. Bracket: "Work Station Bracket"; 1/8" steel; 24" x 24" size unless otherwise indicated; prime paint finish.
- D. Stand-Off Screws: Stainless steel; as indicated on the Drawings.
- E. Contact Bond Adhesive: Water based low VOC.

2.3 STANDING AND RUNNING TRIM FABRICATION

- A. Shop fabricate all trim to the shapes indicated from solid lumber.
- B. Assemble built-up sections. All glue lines shall be free of squeeze-out where transparent finishes are to be applied.
- C. Tolerances for overall assembly dimensions shall be within 1/32 of an inch.
- D. Shop fit and assemble to the greatest extent possible.
- E. Back or kerf cut all trim greater than 2 inch in width, except terminate before exposed ends.

2.4 CASEWORK FABRICATION

- A. General Fabrication Requirements:
 - 1. Fabricate to the configurations indicated, unless approved otherwise on the shop drawings.
 - 2. Cabinet Body: MDF construction.
 - 3. Provide openings in casework for the incorporation of all electrical and mechanical components. Openings for all plumbing equipment shall be cut from templates obtained from the plumbing equipment installer.
 - 4. Provide concealed access to casework electrical fixtures and wiring.
 - 5. Unless indicated or approved otherwise, provide adjustable base to provide level installation which accommodates variations in floor levelness.
 - 6. Shop assemble casework to the greatest practical extent
 - 7. Adjustable Shelves: All casework shelves shall be adjustable, unless otherwise noted. Provisions for shelf adjustment shall be by drillings at 2 inches on center in the cabinet body for the placement of shelf support brackets. Provide 4 supports for each shelf. Drillings shall be in straight even lines.
 - 8. Provide all hardware, fasteners, and exposed trim.
 - 9. Provide openings with wiring grommets at locations indicated. When not indicated, provide openings with wiring grommets along countertops with knee spaces underneath. Space at 36 inches maximum, with a minimum of one opening per knee space.
- B. Plastic Laminate Casework Construction:
 - 1. Fabricate casework in accordance with AWI standard section 400; "Premium" grade.
 - 2. Design: AWI Type A Frameless Flush Overlay door and drawer design, unless indicated otherwise. Joint between exposed doors, drawer faces, and countertop edges shall be 1/8 inch plus or minus 1/16.
 - 3. Fabricate wood casework with plastic laminate over medium density fiberboard.
 - a. Exposed: NEMA LD-3; general and vertical grade,
 - b. Backing Sheets: NEMA LD-3; backing grade; undecorated.
 - c. Provide vertical grade plastic laminate, except use general purpose grade at countertops.
 - 4. Exposed Surfaces: Plastic laminate clad with Plastic T-edging, unless otherwise indicated; provide hardwood trim at locations indicated.
 - 5. "Inside" Exposed Surfaces of Shelving Units and Cabinets Without Doors: Plastic laminate finished board, with exposed edges banded with plastic laminate self edging or PVC tape to match face color.
 - 6. Semi-Exposed Surfaces: Prefinished board, unless indicated otherwise.
 - 7. Backs of Doors and Drawers: Prefinished board.
 - 8. Medium density fiberboard shall be minimum 3/4" thick unless indicated otherwise. Shelves shall

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be 1" thick, minimum.

C. Transparent Finish Wood Casework Construction:

1. Fabricate transparent finish wood casework in accordance with AWI standard section 400; "Premium" grade.
2. AWI Type A Frameless Flush Overlay door and drawer design, unless indicated otherwise.
3. Fabricate wood casework with wood veneer over medium density fiberboard. Provide solid wood edging at veneer panels.
4. Veneers shall be as follows:
 - a. Fabricate each panel from sequential flitches.
 - b. Book match veneers.
 - c. Provide no veneer end joints within each panel.
 - d. Provide grain direction as indicated.
5. Where veneers are indicated to be single piece or slip matched leaves for each panel, adjoining panels shall be end matched and/or slip matched as appropriate.

D. Plastic Laminate Faced Countertops:

1. Fabricate to AWI Premium grade.
2. Fabricate countertops from medium density fiberboard and general purpose grade plastic laminate in the shapes indicated.
3. Where countertops are indicated with sinks, use moisture resistant MDF.

E. Hardware:

1. Unless otherwise shown or specified, all drawers shall be equipped with standard full extension slides.
2. Install hardware straight and true and in perfect alignment horizontally and vertically with adjacent casework and hardware.
3. Carefully fit and securely attach cabinet hardware in accordance with manufacturers' printed instructions, and exercise caution not to mar or injure finish surfaces.

2.5 SOLID SURFACING

- A. Fabricate solid surfacing countertops and other elements to detail in accordance with the manufacturer's recommendations. Include back and side splashes.
- B. Seal joints with Dupont SCS 1752 silicone sealant.

2.6 SHOP FINISHING

- A. Shop finish all Architectural woodwork wood surfaces. Shop finishing may be implemented in an enclosed on-site location which has a controlled environment for proper ventilation, heating, and cleanliness.
- B. Sand all exposed and semi-exposed wood surfaces smooth, always sanding in the direction of the wood grain.
- C. Sand all exposed transparent finish wood surfaces to AWI "Premium " grade standards. Sand all semi-exposed transparent or opaque finish wood surfaces to AWI "Custom" grade standards.
- D. Fill all depressions and imperfections with color matched putty, except imperfections shall not exceed AWI Premium grade standards.
- E. Transparent Finish Coating: Spray apply in accordance with AWI finishing system, Premium Grade Waterborne Polyurethane (AWS-12); satin sheen.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- B. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable

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conditions.

3.2 PREPARATION

- A. Coordinate the installation of blocking and other supports required for the installation of Architectural woodwork elements.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Jointing: Make all joints to conceal shrinkage; miter all exterior corners; cope all interior corners, miter or scarf all end-to-end joints; install all trim pieces as long as possible, jointing only where solid support is obtained. Make no joints closer than 4 feet to corners.
- B. Lengths of Material: Use random lengths and show typical joint locations on shop drawings. The minimum length shall be 8 feet, except where short lengths are required by installation conditions.
- C. Fastening:
 - 1. Install all items straight, true, level, plumb, and firmly anchored in place; where blocking or backing is required, coordinate as necessary with other trades to ensure placement of all required backing and blocking in a timely manner.
 - 2. Fasten trim with finish nails or screws of proper dimension to hold the member firmly in place without splitting the wood.
 - 3. On exposed finish work, set all nails and screws.
 - 4. Align exposed fasteners for uniform pattern; random or "shotgun" patterns will not be accepted.
- D. Select and arrange standing and running trim so that abutting members have a similar grain and color match to the greatest extent possible.

3.4 CASEWORK INSTALLATION

- A. Coordinate casework installation with work of other trades for final electrical and mechanical connections.
- B. Install all casework accurately, plumb, square, and level, and permanently secured in precise position as indicated on the Drawings. Casework shall be scribed to adjacent surfaces as follows:
 - 1. Countertops and splashes to wall surfaces.
 - 2. Cabinet endwalls and other exposed surfaces to walls.
 - 3. Cabinet bases to floors.
- C. The casework installation shall be made complete with all required fastenings, clip angles, braces, anchors, adjustable levelers, and other fittings as required to render the work rigid and secure.
- D. All fasteners securing casework shall be in concealed or semi-concealed locations, unless approved otherwise.
- E. Avoid damaging finished surfaces. Repair or replace all damaged materials and surfaces in a manner approved by the Architect.
- F. Upon completion of work, and in the Architect's presence, demonstrate hardware to work freely as intended.

3.5 CLEANING UP

- A. Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends, and debris.
- B. At the end of each working day, or more often if necessary, thoroughly sweep and/or vacuum surfaces. Remove the refuse to the area of the job site set aside for its storage.

END OF SECTION

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GENERAL

1.1 SUMMARY

- A. Section Includes: Site applied paint coatings, except as otherwise noted.
- B. Related Sections:
 - 1. 081400 - Wood Doors: Prefinished doors.
- C. Drawings, the provisions of the Agreement, the General Conditions, and Division 1 specification sections apply to all work of this Section.
- D. Substitutions: Substitute products will be considered only under the terms and conditions of Section 016000.

1.2 REFERENCES

- A. Master Painters Institute (MPI): Architectural Painting Specification Manual
- B. Steel Structures Painting Council (SSPC).

1.3 DEFINITIONS:

- A. Sheen: Degree of luster of the dried paint film. Where terms such as "gloss," "semi-gloss," "low-gloss," "matte," "satin," "eggshell," or "flat," are used, it shall be subject to the Architect's interpretation, regardless of manufacturer's nomenclature for any particular sheen level. The Architect reserves the right to select from any of manufacturer's published sheen levels for each paint system, if sheen of initial paint finish sample is not approved.

1.4 SUBMITTALS

- A. Make submittals in accordance with Section 013300.
- B. Materials List: Organize to indicate painting systems to be used with each substrate. Include proposed dft for each coat and manufacturer's product data as required to verify compliance with the specified requirements. Do not include MSDS sheets.
- C. Samples:
 - 1. Paint Samples:
 - a. Submit three samples of each paint finish on an 8"x10" card. Reference manufacturer, type of paint, color, sheen, substrate, and application.
 - b. Furnish additional samples until all paint finishes are approved.
 - 2. Transparent Finish Samples:
 - a. Submit samples of each wood species and transparent finish combination.
 - b. If, in the judgment of the Contractor, the wood species or finish method selected indicate that color variations may be inevitable, submit samples in sets of 3 or more illustrating the possible range of these variations.
 - c. When approved, the finished sample or sets shall become the standard for approval.
- D. Contract Closeout Submittals: Record Paint Samples: In accordance with Section 017700, submit three 8"x10" samples of each paint and color used, indicating paint manufacturer and formula number; bind in identical sets. Deliver to on site location as directed.

1.5 QUALITY ASSURANCE

- A. Applicator: Company specializing in commercial painting and finishing with a minimum of three years documented experience.
- B. Environmental Requirements for Solvent Based Paints: Comply with the Environmental Protection Agency (EPA) requirements for volatile solvents content limitations, as applicable to each classification of coating.

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- C. Mock-ups:
 - 1. Provide mock-ups in accordance with 014500.
 - 2. Where directed, provide a minimum 100 square foot mock-up of each application listed below. Mock-up shall be representative of color, sheen, texture, materials, and workmanship proposed for the finished work.
 - a. P-1 color painted exterior siding.
- D. Visual Standards: Each distinct area of the finished work shall be free of variations in color and sheen, orange peel, runs, sags, blistering, checking, cracking, scratches, dust, dirt, bugs, and other contaminants.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. In accordance with Section 016000.
- B. Delivery: Deliver paint materials to the jobsite in sealed, original, labeled containers, each bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- C. Storage: Store paint materials at a minimum ambient temperature of 45 degrees F. in a well ventilated area.
- D. Toxic, acidic, and combustible materials: Take all necessary precautionary safety measures as recommended by the material manufacturers and governing regulations.
- E. Place cotton waste, cloths, and material which may constitute a fire hazard in closed metal containers and daily remove from the site.

1.7 SITE CONDITIONS

- A. Weather Conditions:
 - 1. Do no exterior work on unprotected surfaces when raining, or other moisture is present or expected, or before applied paints can dry or attain proper cure.
 - 2. Allow wetted surfaces to dry and attain temperatures and condition specified hereinafter before proceeding with previously started work.
- B. Temperature:
 - 1. Do no painting work when surface and air temperatures are below 40 degrees F or below those temperatures recommended by the manufacturer for the material type used.
 - 2. Minimum temperatures for latex finishes: 45 degrees F for interior work and 50 degrees F. for exterior work, unless approved otherwise.
- C. Lighting: Maintain a lighting level of minimum 50 foot-candles on the surfaces to be painted or finished.
- D. Ventilation: Provide adequate continuous ventilation.

1.8 MAINTENANCE

- A. Furnish overage of paint materials equal to 10 percent minimum of quantity of each paint and transparent finish system component, color and sheen required for the work, but furnish not more than five full one gallon cans, nor less than two full one quart cans, of each type. Overruns in excess of five gallons may be furnished to the Owner at the Contractor's option. Overage shall be taken from the batch mix furnished for the work. Overage shall be furnished in completely filled, properly labeled, sealed cans.

PART 2 - PRODUCTS

2.1 PRODUCTS

- A. Unless specified otherwise, furnish manufacturer's highest grade coating systems by one of the following manufacturers:
 - 1. Benjamin Moore Paint Company.
 - 2. Pratt & Lambert.
 - 3. The Sherwin-Williams Company.

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4. Glidden/Dulux North America.
- B. Exterior Ferrous Metal - Zinc Rich/Epoxy/Polyurethane System: One of the following
 1. Manufacturer: Tnemec Company Inc. (Kansas City, MO; 816-483-3400).
 - a. Zinc Primer: Tnemec Series "394 PerimePrime;" single component moisture cured primer; minimum 62 percent solids by volume.
 - b. Epoxy Primer: "Hi-Build Epoxoline II" Series N69.
 - c. Polyurethane Finish Coats: Series 1075 "Endura-Shield II" Acrylic Polyurethane Enamel; semi-gloss sheen.
 2. Manufacturer: Carboline Company (St. Louis, MO; 314-644-1000; 800-848-4645).
 - a. Zinc-Rich Primer: "Carbozinc 859"; organic zinc-rich epoxy primer; minimum 80 percent by weight metallic zinc in the cured film.
 - b. Epoxy Primer: "Carboline 888 "
 - c. Polyurethane Finish Coats: Carboline 133 HB; semi-gloss or satin sheen.
 3. Manufacturer: Ameron Protective Coatings (Brea, CA; 714-529-1951).
 - a. Zinc-Rich Primer: "68HS"; organic zinc-rich epoxy primer; minimum 80 percent by weight metallic zinc in the cured film.
 - b. Epoxy Primer: "Amercoat 385."
 - c. Polyurethane Finish Coats: Amercoat 450SA"; semi-gloss or satin sheen.
 4. Manufacturer: Glidden Devoe.
 - a. Zinc-Rich Primer: "Catha-Coat 302H"; "reinforced" inorganic zinc-rich epoxy primer; minimum 56 percent by weight metallic zinc in the cured film.
 - b. Epoxy Primer: "Devran 224HS," "Bar-Rust 231," or "Bar-Rust233H."
 - c. Polyurethane Finish Coats: "Devthane 378"; semi-gloss or satin sheen.
- C. Exterior Galvanized Ferrous Metal - Epoxy/Polyurethane System: One of the following
 1. Manufacturer: Tnemec Company Inc. (Kansas City, MO; 816-483-3400).
 - a. Epoxy Primer: "Hi-Build Epoxoline II" Series N69.
 - b. Polyurethane Finish Coats: Series 1075 "Endura-Shield II"; Acrylic Polyurethane Enamel; semi-gloss or satin sheen.
 2. Manufacturer: Carboline Company (St. Louis, MO; 314-644-1000; 800-848-4645).
 - a. Epoxy Primer: "Carboline 888 "
 - b. Polyurethane Finish Coats: Carboline 133 HB; semi-gloss or satin sheen.
 3. Manufacturer: Ameron Protective Coatings (Brea, CA; 714-529-1951).
 - a. Epoxy Primer: "Amercoat 385."
 - b. Polyurethane Finish Coats: Amercoat 450SA"; semi-gloss or satin sheen.
 4. Manufacturer: Benjamin Moore & Company
 - a. Primer: Corotech Acrylic Metal Primer (V110)
 - b. Urethane Finish Coats: Corotech Waterborne Urethane Gloss (V540)
 5. Manufacturer: ICI Devoe.
 - a. Epoxy Primer: "Devran 224HS," "Bar-Rust 231," or "Bar-Rust233H."
 - b. Polyurethane Finish Coats: "Devthane 378"; semi-gloss or satin sheen.
- D. Exterior Fiber-Cement Board Substrate:
 1. Manufacturer: Sherwin-Williams
 - a. Primer: "Loxon Exterior Acrylic Masonry Primer," A24W300
 - b. Finish: "A-100 Exterior Latex Flat."
 2. Manufacturer: Benjamin Moore Paint Company
 - a. Primer: Super Spec Latex Exterior Primer (169)
 - b. Finish: Ultra Spec Exterior Flat Finish (N447)
 3. Manufacturer: ICI Dulux
 - a. Primer: #3030 Ultra-Hide Bond Prep, pigmentent bonding primer
 - b. Finish: "#2200 Dulux Professional Exterior 100% Acrylic Flat Finish
- E. Interior Latex Paint System – Gypsum Board Substrate: One of the following.
 1. Manufacturer: Glidden Dulux
 - a. Primer: Dulux "Xpert" primer/sealer."
 - b. Finish: Dulux "Lifemaster" Eggshell."
 2. Manufacturer: Sherwin-Williams
 - a. Primer: "PVA Drywall Primer & Sealer"
 - b. Finish: "ProMar 200" 0 VOC; Eggshell sheen

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3. Manufacturer: Benjamin Moore Paint Company
 - a. Primer: Multi-Purpose Latex Primer (N023)
 - b. Finish: Natura Latex Eggshell (513)
- F. Interior Trim Systems – Metal Substrate: One of the following.
 1. Manufacturer: Glidden Dulux
 - a. Metal Primer: "Devflex" 4020 DTM waterborne primer.
 - b. Finish: LM9200 "Lifemaster" S.G.
 2. Manufacturer: Sherwin-Williams
 - a. Metal Primer: DTM Acrylic Primer B66-W1;
 - b. Finish: Pro Classic Waterborne Semi-gloss
 3. Manufacturer: Benjamin Moore Paint Company
 - a. Metal Primer: IMC Acrylic Semi-Gloss DTM Coating (M29)
 - b. Finish: Natura Interior Paint- Semi-Gloss (514)
 4. Manufacturer: Ameron International.
 - a. Metal Primer: "Amercoat 148," Waterborne Acrylic Primer.
 - b. Finish: "Amercoat 220," Waterborne Acrylic Topcoat; semigloss.
- G. Interior Trim Systems – Opaque Finish Wood Substrate: One of the following.
 1. Manufacturer: Glidden Dulux
 - a. Primer: "Lifemaster" primer."
 - b. Finish: "Lifemaster" S.G.
 2. Manufacturer: Sherwin-Williams
 - a. Primer: "Multi-Purpose Interior/Exterior Latex" Primer/Sealer
 - b. Finish: Pro Classic Waterborne Semi-gloss dft 157 g/l VOC
 3. Manufacturer: Benjamin Moore Paint Company
 - a. Primer: Fresh Start All Purpose 100% Acrylic Primer (023)
 - b. Finish: Natura Interior Paint- Semi-Gloss (514).
- ~~H. Exterior Wood Transparent Finish: Valhalla Wood Preservatives Ltd (New Denver, BC; 250-358-2661); "Lifetime Wood Treatment;" color as selected by Architect.~~
- ~~I. Interior Transparent Wood Finish Systems:
 1. Interior Wood Stain:
 - a. Kelly-Moore: "1281 Modern Wood Finish".
 - b. Minwax: "Water Based Wood Stain".
 - c. Duron: "Interior Penetrating Oil Wood Stain"
 - d. Glidden/ICI Paints: "Water Based Finishing Stain/Satin (1700V)"
 - e. Sherwin Williams: "Wood Classics System".
 2. Interior Varnish:
 - a. Diamond Vogel: 'Old Masters' H2O Acrylic Varnish Satin DW-0522
 - b. General Paint: 'Flotco Diamond Elite' 96-Line
 - c. Glidden/ICI Paints: 'Woodpride' Interior Aquacrylic Satin Varnish 1902
 - d. Cloverdale Paint: 'Timberlox' Acrylic Urethane Varnish Satin 42-Series
 - e. Columbia Paint: 'Wood Finishes' Clear Acrylic Urethane Int Eggshell 10-675-XX~~
- J. Materials not specifically noted and otherwise required for the work, such as linseed oil, shellac, thinners and the like shall be of a quality not less than that required by manufacturers of the finish materials used in the work.
- K. Products for each general purpose shall be compatible. Each system shall be products of one manufacturer where ever possible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work, inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Perform adhesion tests on factory primed items. Notify the Owner in writing of conditions detrimental to the proper and timely completion of the work.

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- B. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.

3.2 MOISTURE CHECK

- A. Check for excess moisture using an electronic moisture meter. Do not paint materials with moisture levels which would impair the bonding of finish coatings.

3.3 PROTECTION

- A. Adequately protect surfaces not to be painted, from spills, drips, over painting, and other damage caused by this work. Include surfaces within the paint storage and preparation areas.
- B. Hardware and Miscellaneous Items:
 - 1. Remove electrical outlet and switch plates, mechanical diffusers, escutcheons, surface hardware, and fittings prior to starting work.
 - 2. Store, clean and reinstall these items upon completion of work in each area. Use materials and techniques as necessary to prevent damage to finishes on such items.

3.4 SURFACE PREPARATION

- A. Prepare surfaces by removing dirt, dust, grease, oil, moisture, and other contaminants which would impair finish adhesion.
- B. Ferrous Metal Shop Primed under other Sections: Solvent clean to remove oil and grease. Remove loose rust, and blistered and peeling paint to bare metal by scraping, sanding, and wire brushing in accordance with SSPC-SP2 and SP3. Immediately retouch damaged or abraded surfaces with compatible primer. Lightly sand all shop prime painted surfaces to receive paint finish.
- C. Galvanized Ferrous Metal: Clean in accordance with paint manufacturer's requirements for substrate preparation. Abrade surface with 3M "Scotchbrite Heavy Duty" (brown) pad, or as necessary to achieve sufficient profile for paint adhesion.
- D. Galvanized Ferrous Metal:
 - 1. Undamaged Surfaces: Solvent clean in accordance with SSPC-SP1; abrade surfaces with metal preparation pad.
 - 2. Damaged Surfaces: Remove loose rust to bare metal by scraping, sanding, and wire brushing in accordance with SSPC-SP2 and SP3. Touch up damaged surfaces with zinc rich primer.
- E. Unprimed Ferrous Metal:
 - 1. Solvent clean in accordance with SSPC SP-1.
 - 2. Commercial blast per SSPC SP6.
- F. Wood - Opaque paint finish:
 - 1. Spot coat knots, pitch streaks, and sappy sections with sealer.
 - 2. Fill all nail holes and cracks. Sand filler smooth and level with wood surface.
- G. Wood - Transparent Finish: Fill all exposed finish nail holes and cracks with matching color filler after prime coat is applied. Sand filler smooth and level with adjacent surfaces.
- H. Existing Finished Surfaces To Be Repainted:
 - 1. Remove loose, blistered, scaled, or crazed finishes to bare substrate; feather new work into existing work. Prepare surfaces to the nearest break line if necessary to blend new finishes with old finishes.
 - 2. Wash and rinse surfaces with household detergent and water or other solution required to remove remaining film, wax, oil, grease, or foreign matter which would impair bond or cause bleed through.
 - 3. Lightly sand, or apply a liquid deglosser on existing semi-gloss and high-gloss finishes before refinishing.

3.5 GENERAL APPLICATION REQUIREMENTS

- A. Unless specified or indicated otherwise, follow paint manufacturer's label directions for general application procedures and coverage rates.

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- B. Do not apply finishes on surfaces that are not sufficiently dry. Make sure each coat of finish is dry and hard before a following coat is applied unless the manufacturer's directions state otherwise.
- C. Tint filler to match stain when clear finishes are specified; work filler well into grain and, before it has set, working perpendicularly to the grain, wipe the excess from the surface.
- D. Opaque Finishes:
 - 1. Apply number of coats scheduled for each application, except that additional finish coats shall be applied as necessary for complete hiding of substrate colors.
 - 2. Apply primer coats untinted. Where more than one coat of paint is required, tint each succeeding coat up to the final coat similar in tint, but slightly lighter in value (shade).
 - 3. Sand lightly between coats if necessary to achieve required finish; sand between all coats applied to wood substrates.
- E. Rollers for application and backrolling of latex paints shall have a nap of 3/8 inch or less.
- F. Where roller texture is scheduled for application to gypsum board surfaces, finish coats may be roller-applied, or spray applied and backrolled at Contractor's option.
- G. Factory Primed Surfaces: Apply scheduled finish system, less primer coat, except as necessary for patching damage to factory prime coating.
- H. Except where scheduled or indicated otherwise, the intent is to paint all new rooms and areas. Existing areas which have not been remodeled or do not have patched surfaces are not to be repainted. Where existing surfaces have been remodeled or patched the entire room is to be repainted, including the associated access panels, electrical panels, hollow metal doors and frames (both sides), and similar elements within the room.

3.6 INTERIOR PAINTING AND FINISHING SYSTEMS

A. ~~Gypsum Board - Latex System:~~

- ~~1. System: Three coats - first coat latex primer sealer (untinted), second and third coat latex paint.~~
- ~~2. Sheen: Roller texture, eggshell sheen, except provide flat sheen at light coves, ceilings, skylight areas, clerestory areas, interior fascias, and other light sensitive surfaces. Verify locations of each sheen with Architect before proceeding with work.~~
- ~~3. Application:~~
 - ~~a. Use on all exposed gypsum board surfaces, including the exposed portions of wall surfaces between adjacent fabric covered panels and mirrors.~~
 - ~~b. Provide prime coat only behind permanently mounted mechanically anchored mirrors, fabric panels, and similar elements.~~
 - ~~c. Do not apply primer or paint coatings to surfaces to receive adhesively mounted mirrors or tile.~~

B. ~~Wood - Opaque Finish Latex System:~~

- ~~1. System: Three coats; first coat latex wood primer, and second and third coat latex enamel.~~
- ~~2. Sheen: Semi gloss, unless indicated otherwise.~~
- ~~3. Application: Use on all wood surfaces, including wood doors, and standing and running trim.~~

C. ~~Wood - Stain & Varnish Transparent Finish System:~~

- ~~1. System: Four coats; first coat stain, second coat sanding sealer, and third and fourth coats varnish. Sand with 220 grit sandpaper between coats. Filler need not be used for open grain woods.~~
- ~~2. Sheen: Semi gloss, unless indicated otherwise.~~
- ~~3. Application: Woods scheduled for transparent finish.~~

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D. Ferrous Metal and Galvanized - Acrylic System:

1. System: Three coats; first coat acrylic DTM primer; second and third coats latex finish. The primer may be omitted at factory primed surfaces, except as necessary to recoat damaged or abraded preprimed surfaces.
2. Sheen: Semi-gloss, unless indicated otherwise.
3. Application: Interior ferrous metal surfaces including hollow steel metal doors and frames, pipe steel hand and guard rails, overhead doors and frames, access doors and panels, and fire extinguisher cabinets.

3.7 CLEANUP

- A. As the work proceeds and on completion of the work, promptly remove all sealers, primers, paints and finishes where spilled, splashed or splattered in a manner not to damage the surface from which it is removed.
- B. Remove masking.
- C. Clean, or replace with new, all lamps and electrical fixtures damaged by overspray; replace with new identical components all lighting fixture louvers and reflectors damaged by overspray.

3.8 COLOR SCHEDULE

- A. Provide paint colors to match those indicated on the drawings. Where a paint color is listed from a specific manufacturer, paint products from other approved manufacturers may be used, provided the color exactly matches the specified color, and the paint system meets the specified requirements. Where no paint color is indicated, provide color and sheen as selected by the Architect.

END OF SECTION

ISLAND COUNTY

BAYSHORE DRIVE IMPROVEMENTS



BID SET:
4/23/2025

DRAWING LIST

SHEET NUMBER	DRAWING TITLE
GENERAL	
G1	COVER SHEET AND DRAWING INDEX
G2	ABBREVIATIONS & ACCESSIBILITY DIAGRAMS
ARCHITECTURE	
A1	FLOOR DEMO/PATCH PLANS
A2	FLOOR PLANS
A3	FRG PLANS & DOOR TYPES
A6	EXTERIOR ELEVATIONS
PLUMBING	
P1	FLOOR PLAN - EXISTING PLUMBING
P2	FIRST FLOOR PLAN - PLUMBING
ELECTRICAL	
ED1	DEMOLITION PLANS
EP1	POWER PLANS

OWNER / DESIGNER
ISLAND COUNTY FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
Ph: 360.678.7870
Web:
<https://www.islandcountywa.gov/Facilities/Pages/Home.aspx>

ZONING & BUILDING CODE INFORMATION

SITE INFORMATION
SITE ADDRESS: 785 SE BAYSHORE DRIVE
OAK HARBOR, WA 98277
PROPERTY ID: 603289
PARCEL # / GEO ID: S6565-00-00B26-1

PROJECT DESCRIPTION
THE PROJECT GENERALLY CONSISTS OF WALL PARTITION REMODEL WORK INSIDE OF A VACATED 2-STORY COMMERCIAL OFFICE BUILDING CONSISTING OF APPROXIMATELY 4,700 SQUARE FEET OF GROSS AREA LOCATED AT SE BAYSHORE DRIVE IN OAK HARBOR, WASHINGTON.
THE BUILDING CONSISTS OF A LIGHT WOOD FRAME STRUCTURE, WALL FRAMING, GABLED ROOF SYSTEM CONSISTING OF WOOD TRUSSES WITH AN ASPHALT SHINGLE ROOFING SYSTEM.
THE RENOVATION IS LIMITED TO NON-STRUCTURAL MINOR INTERIOR MODIFICATIONS ONLY WITHIN THE EXISTING GROSS FLOOR AREA OF THE BUILDING, TO BE OCCUPIED SOLELY BY ISLAND COUNTY PUBLIC SERVICES.

APPLICABLE CODES
2021 INTERNATIONAL BUILDING CODE (IBC) AND AMENDMENTS
2021 INTERNATIONAL MECHANICAL CODE (IMC) AND AMENDMENTS
2021 INTERNATIONAL FUEL GAS CODE (IFGC) AND AMENDMENTS
2021 INTERNATIONAL FIRE CODE (IFC) AND AMENDMENTS
2021 UNIFORM PLUMBING CODE (UPC) AND AMENDMENTS
2020 NATIONAL ELECTRIC CODE (NEC) AND AMENDMENTS
2021 WASHINGTON STATE ENERGY CODE (WSEC)
2021 WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE (VIAQ)
ICC/ANSI A117.1-2009

BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project architect n/a
project manager dk
drawn dk
checked by rb
project number 25-01

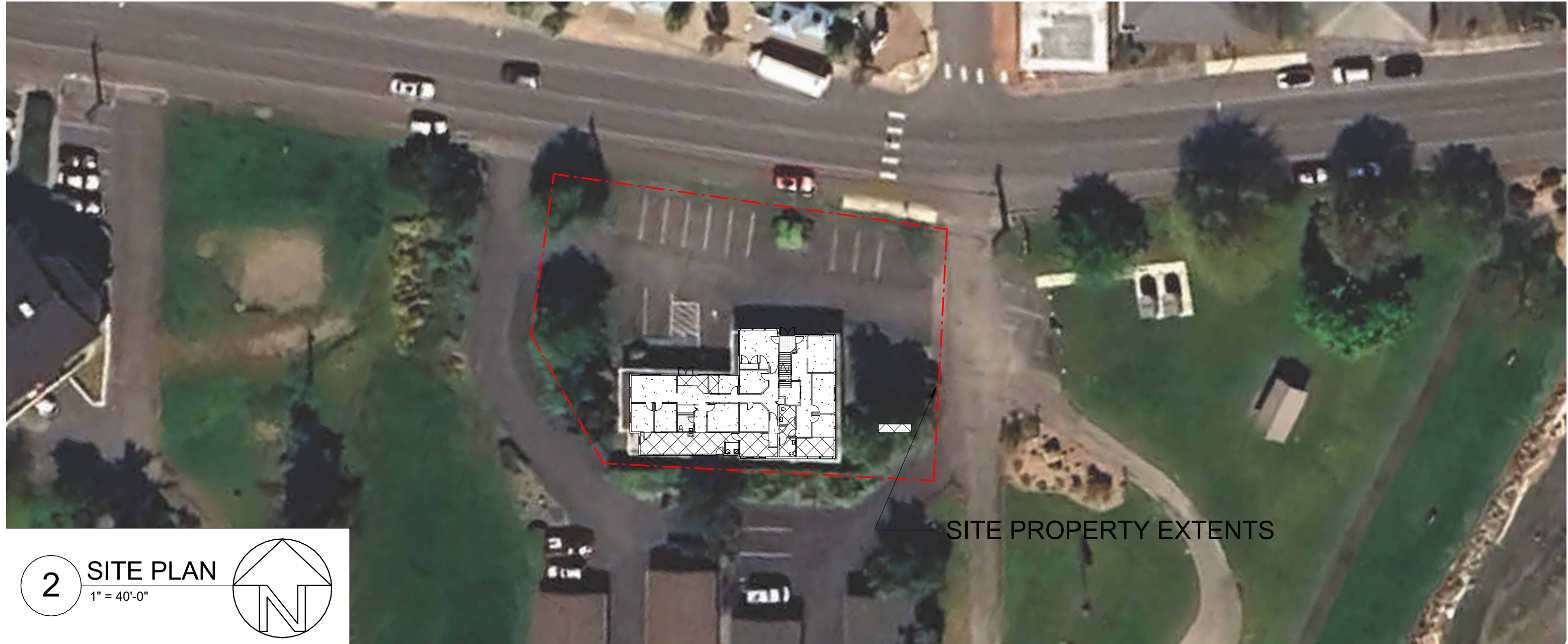
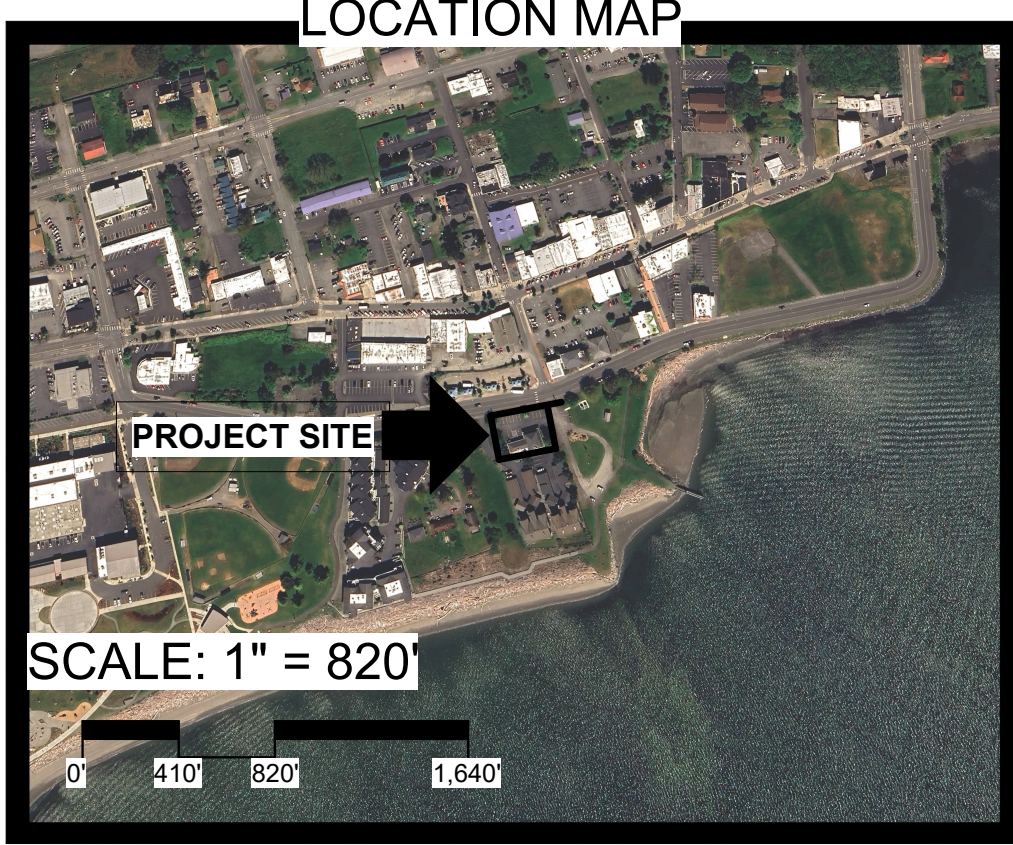
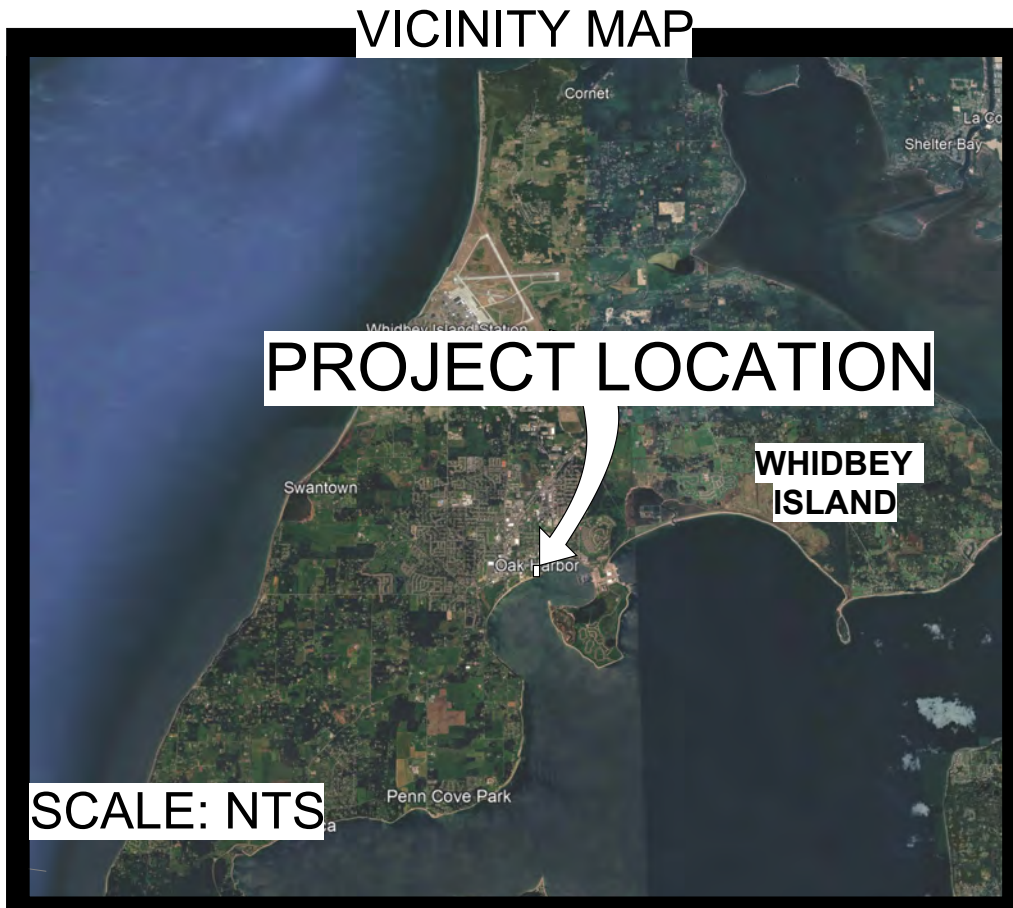
revisions
no. description date
1 Addendum No.1 5/16/2025

BID SET

project issue date: 2025-4-23

COVER SHEET
AND DRAWING
INDEX

G1



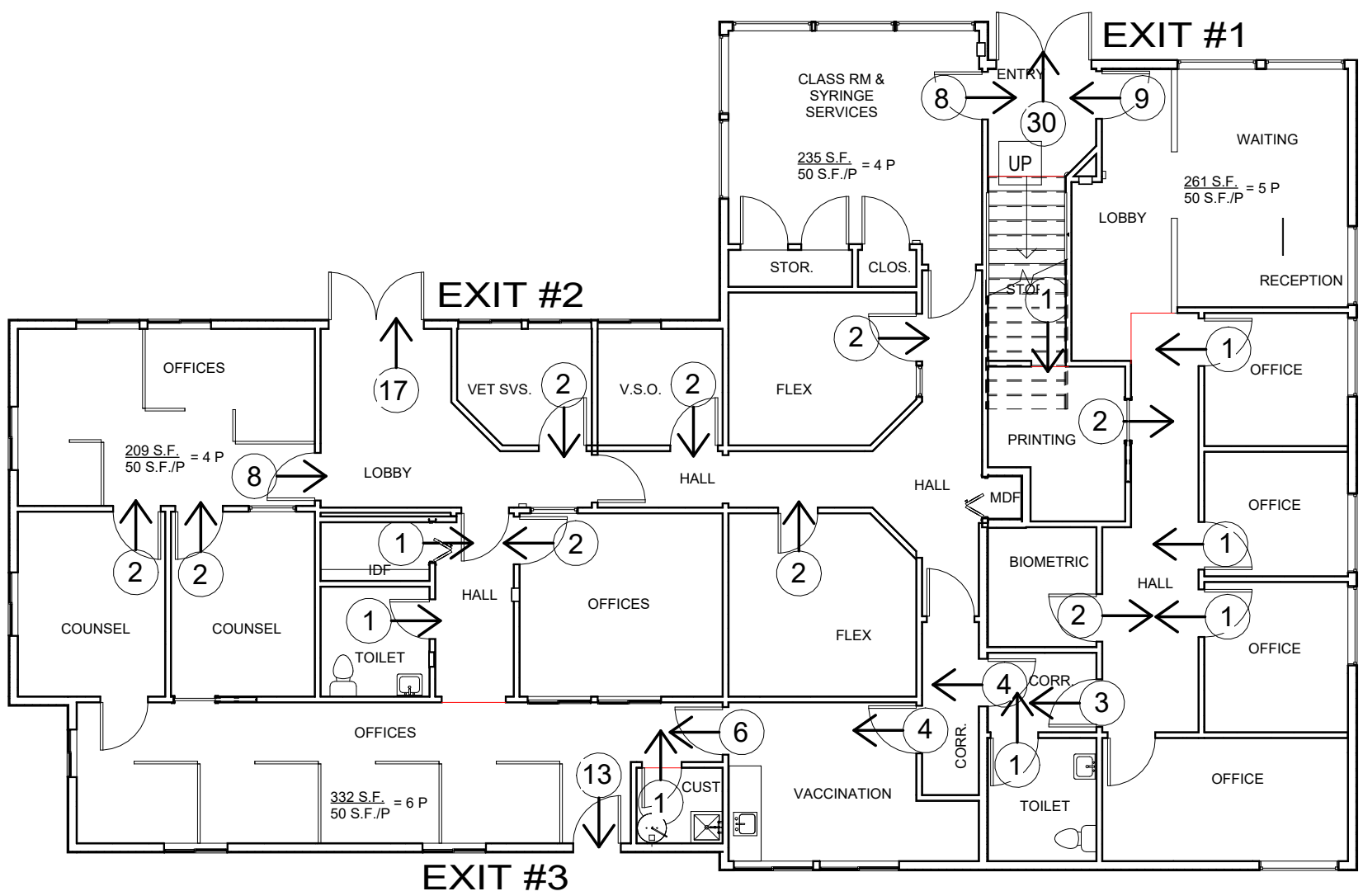
2 SITE PLAN
1" = 40'-0"

OCCUPANT LOAD/EXITING

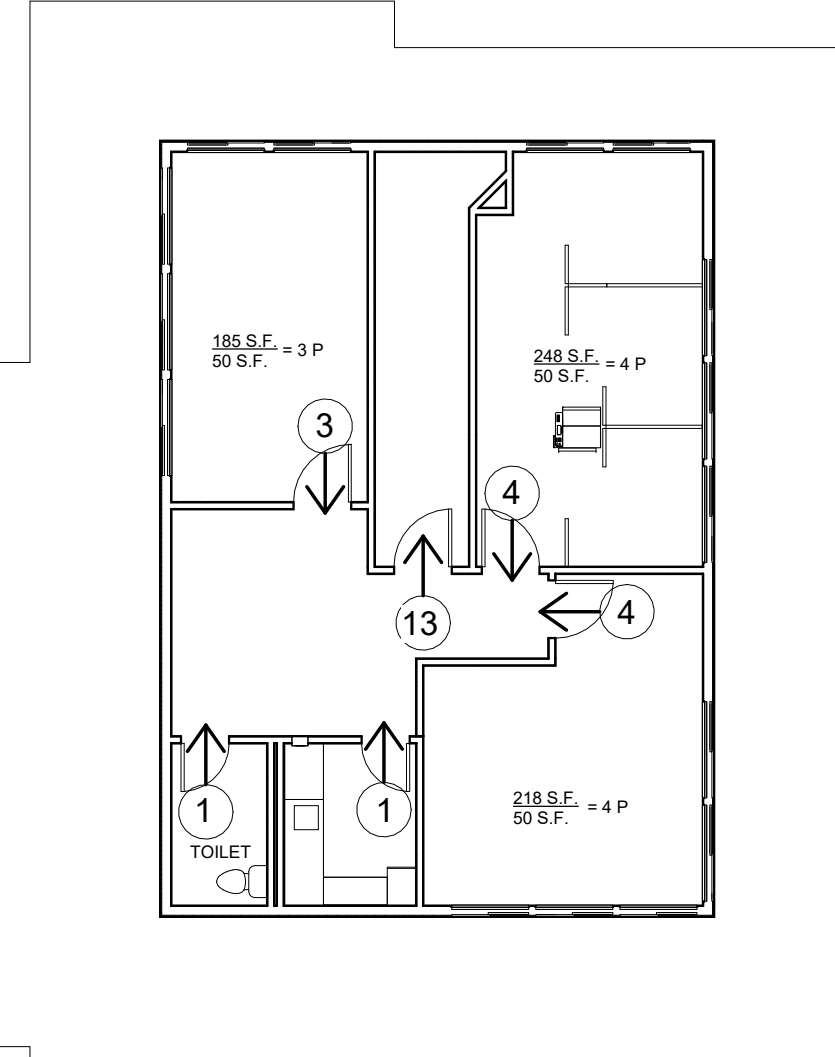
BUSINESS AREAS, B OCCUPANT (OFFICES) 50 GROSS SF PER OCCUPANT
EXIT WIDTH PER DOOR LEAF: 33/2 = 165 PEOPLE/LEAF
STAIR WIDTH PER PERSON: 0.2"
EXITING WIDTHS
EXIT #1 REQ'D WIDTH: 6" PROV'D WIDTH: 72"
EXIT #2 REQ'D WIDTH: 3.4" PROV'D WIDTH: 72"
EXIT #3 REQ'D WIDTH: 2.6" PROV'D WIDTH: 36"

PROJECT CODE INFORMATION

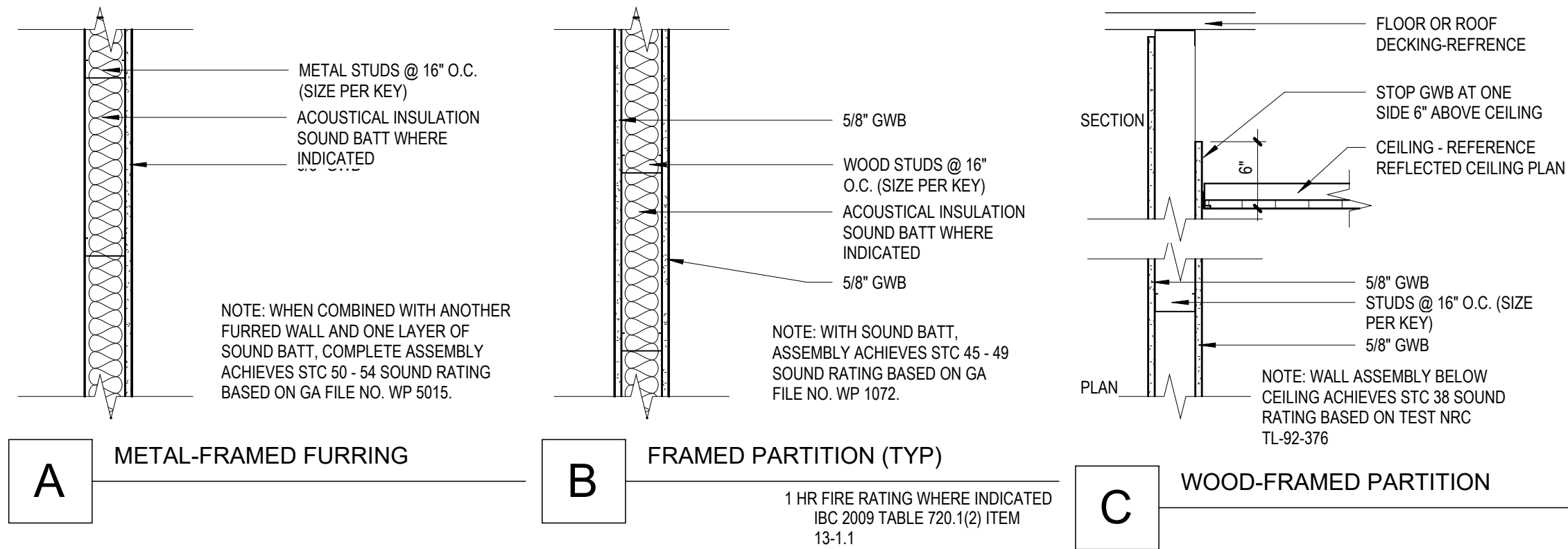
- PROJECT TYPE: REMODEL
- EXISTING LOT/BUILDING USE: COMMERCIAL
- PROPOSED USE(S): COMMERCIAL
- OCCUPANCY GROUP: B
- FIRE RESISTANCE OF EXTERIOR WALLS (TABLE 601) 1 HOUR
- MAXIMUM AREA OF EXTERIOR OPENINGS (705.8) NONE LESS THAN 5 FEET.
- TYPE OF CONSTRUCTION (TABLE 602) V FIRE RESISTANT
- BUILDING AREA 4,728 SQ FT
- ACTUAL FLOOR AREA
FIRST FLOOR 3,565 SQ.FT.
SECOND FLOOR 1,163 SQ. FT.
- FIRE RESISTIVE REQUIREMENTS (TABLE 601)
STRUCTURAL FRAME 1
EXTERIOR BEARING WALLS 1
INTERIOR BEARING WALLS 1
EXTERIOR NON-BEARING WALLS 0
INTERIOR NON-BEARING WALLS 0
FLOOR CONSTRUCTION 0
ROOFS 1
SHAFTS (708.2) UNRATED
STAIRS (1023) UNRATED
CORRIDORS (TABLE 1020.1) UNRATED
- MAXIMUM TRAVEL DISTANCE [TABLE 1006.3.4(2)] 75 FT
- MAXIMUM COMMON PATH OF TRAVEL (1006.2.1) 100 FT
- FIRE PROTECTION: SMOKE AND HEAT DETECTORS, HORNS, FIRE EXTINGUISHERS



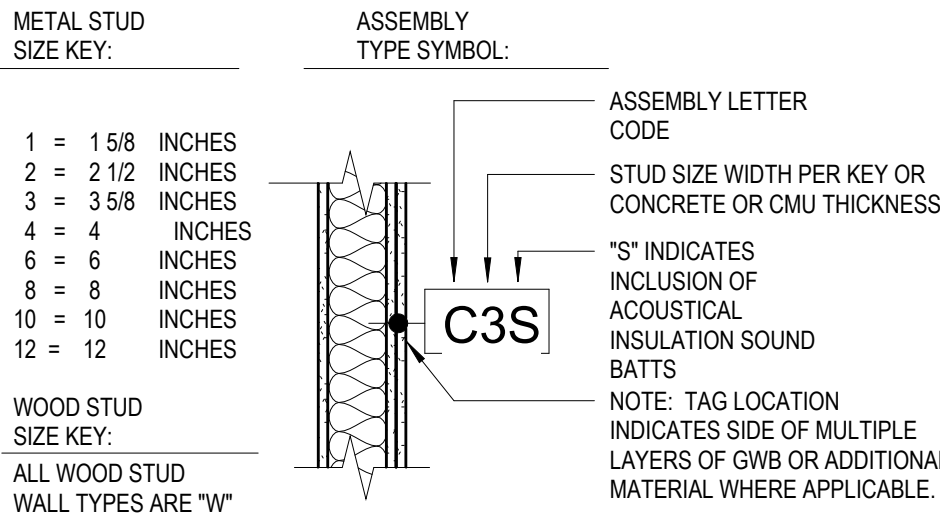
3 FIRST FLOOR CODE PLAN
1" = 10'-0"



4 SECOND FLOOR CODE PLAN
1" = 10'-0"



LEGEND



INTERIOR PARTITION ASSEMBLIES

1" = 1'-0"

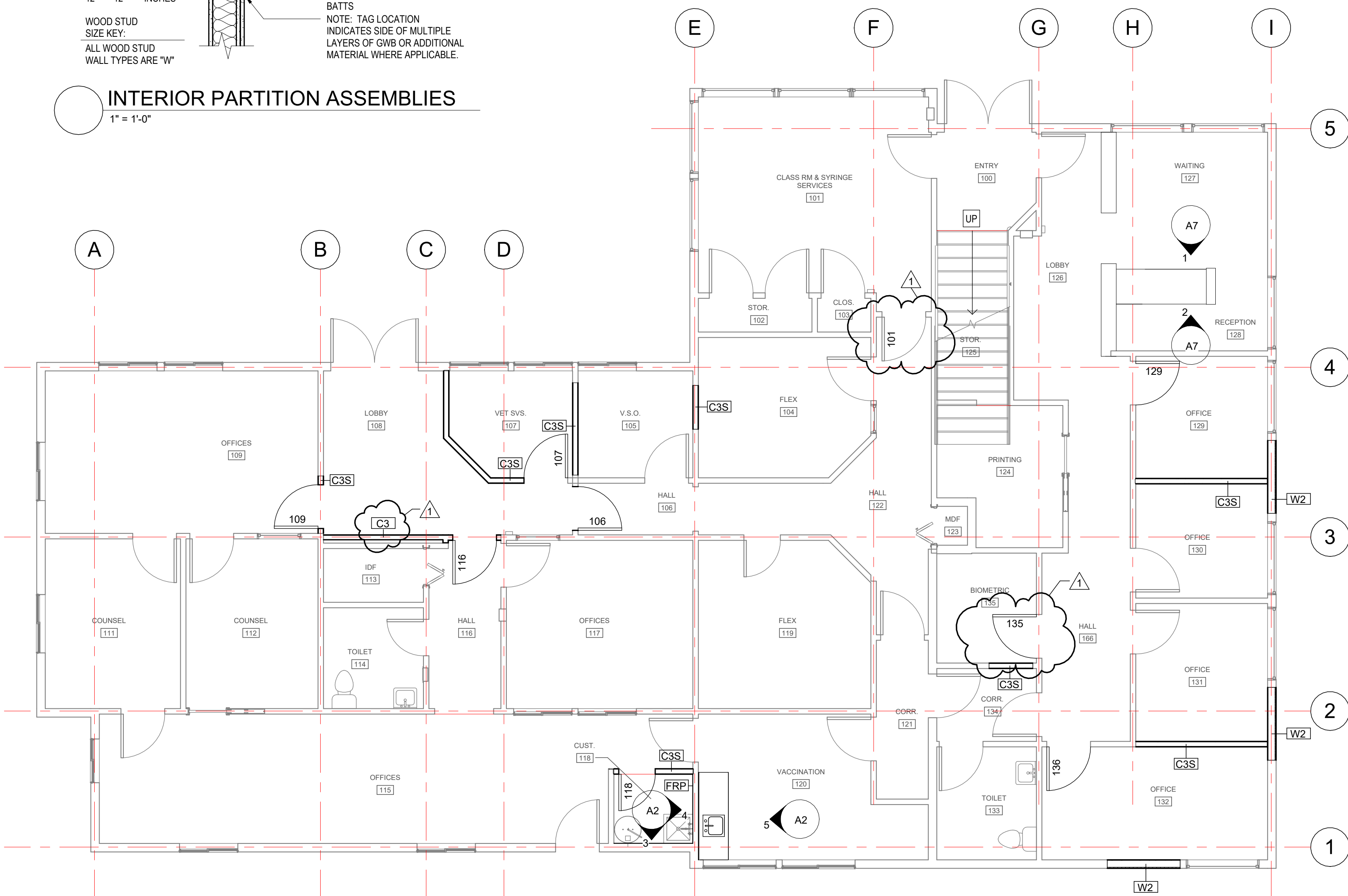
ASSEMBLY NOTES

1. PROVIDE SOUND BATT INSULATION AND ACOUSTIC SEALANT AT ALL INTERIOR PARTITIONS INDICATED TO HAVE GWB FULL-HEIGHT TO STRUCTURE. REFER TO HEAD OF WALL DETAILS REFERENCE SHEETS. PROVIDE SOUND BATT INSULATION & ACOUSTICAL SEALANT AT WALL HEAD AND SILL TRACKS. SEAL ALL PENETRATIONS AND INTERSECTIONS OF DIFFERENT MATERIALS.

5 120 LAB & BIOMETRIC - WEST
1/4" = 1'-0"

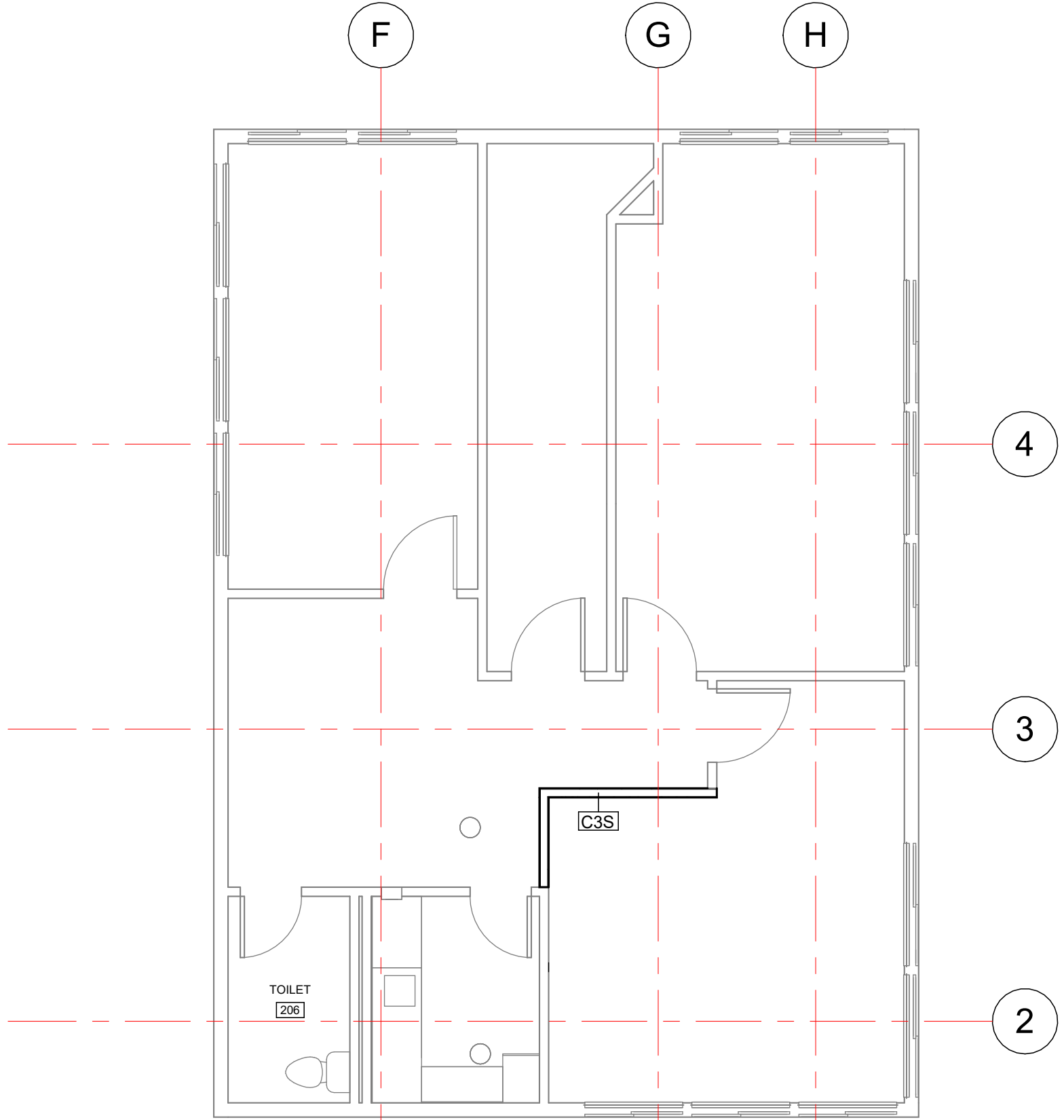
4 118 CUSTODIAL - EAST
1/4" = 1'-0"

3 118 CUSTODIAL - SOUTH
1/4" = 1'-0"



1 FIRST FLOOR PLAN

3/16" = 1'-0"



2 SECOND FLOOR PLAN

3/16" = 1'-0"



BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services



FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project	architect	n/a
project	manager	dk
drawn	by	dk
checked	by	rb
project	number	25-01

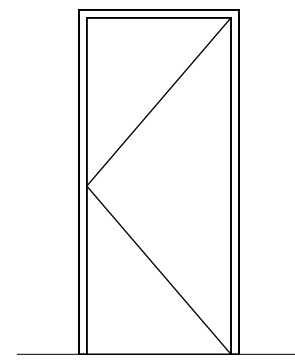
revisions		
no.	description	date
1	Addendum No. 1	5/16/2025

BID SET

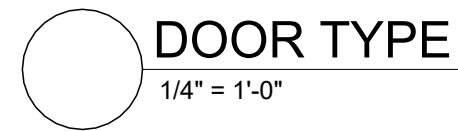
project issue date: 2025-4-23

FLOOR PLANS

A2



F-1

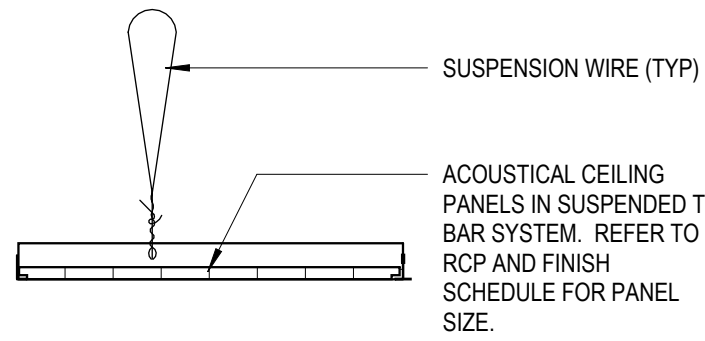


DOOR TYPE

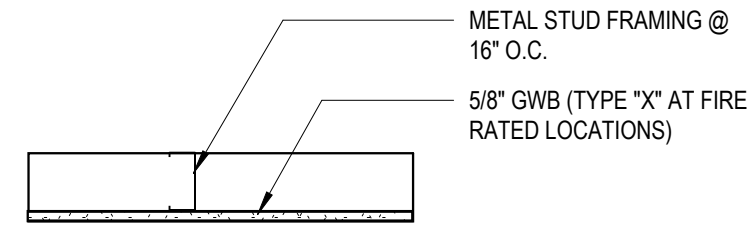
1/4" = 1'-0"

DOOR AND FRAME SCHEDULE

NUMBER	DOORS					FRAMES		HARD WARE GROUP	REMARKS
	MATL	FINISH	TYPE	SIZE		TYPE	MATL		
				WIDTH	HEIGHT				
EX LEVEL 1									
106	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	
107	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	
109	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	
116	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	
118	WD		F1	30"	84"	MATCH EX	MATCH EX	NIC	
129	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	
135	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	RELOCATE EX SLAB AND FRAME
136	WD		F1	36"	80"	MATCH EX	MATCH EX	NIC	

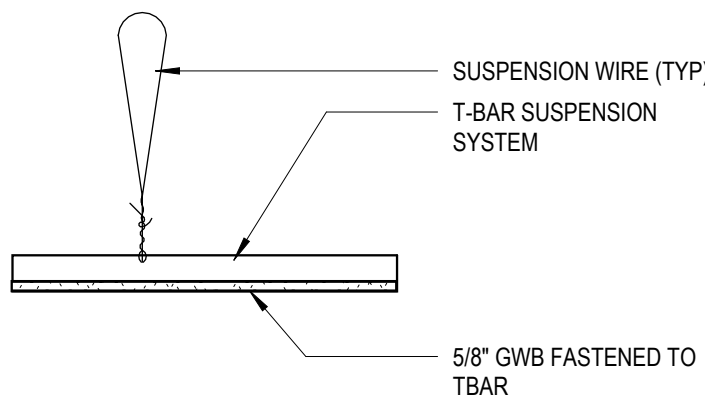


3 SUSPENDED ACOUSTICAL CEILING

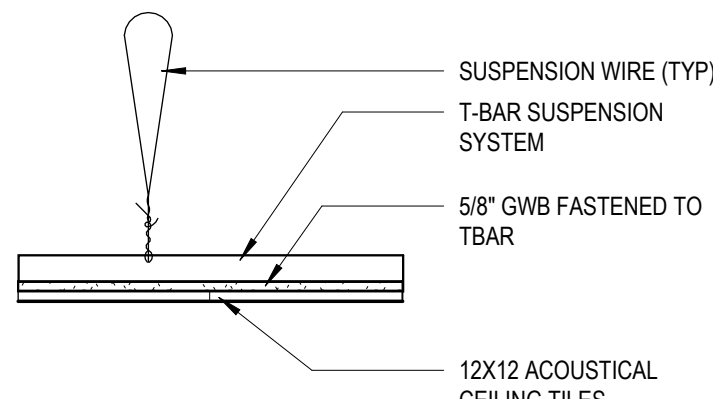


4 METAL STUD FRAMED GWB CEILING

1 HR FIRE RATING WHERE INDICATED
NOTE: WHEN COMBINED WITH FLOOR ABOVE
CONSISTING OF 3" METAL DECKING AND 2 1/2"
CONCRETE, COMPLETE ASSEMBLY ACHIEVES 1-HR FIRE
RATING PER GA-600 FIRE RESISTANCE MANUAL GA FILE
NO. FC 1105



5 SUSPENDED GWB CEILING



5A SUSPENDED GWB CEILING WITH ACOUSTICAL CEILING TILE

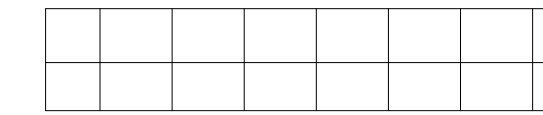
HORIZONTAL ASSEMBLIES

1" = 1'-0"

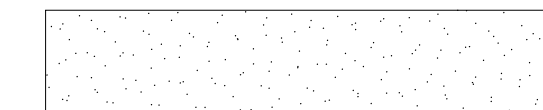
GENERAL NOTES - CEILING

- ALL HEIGHTS LISTED ARE ABOVE FINISHED FLOOR (AFF) UNO.
- ALL GYP BD WALLS & SOFFITS EXPOSED TO VIEW &/OR ADJACENT TO CEILING CLOUDS SHALL BE PAINTED TO UNDERSIDE OF STRUCTURE. MATCH COLOR OF GYP BD HORIZ SURFACE TO VERT SURFACE UNO.
- SEE FINISH SCHEDULE AND LEGEND FOR SPECIFICATIONS ON CEILING MATERIALS AND FINISHES.
- WALLS TYPICALLY EXTEND FULL HEIGHT TO STRUCTURE, UNO. REFER TO A2 FOR TOP OF WALL DETAIL TO MAINTAIN ACOUSTICAL SEPERATION.

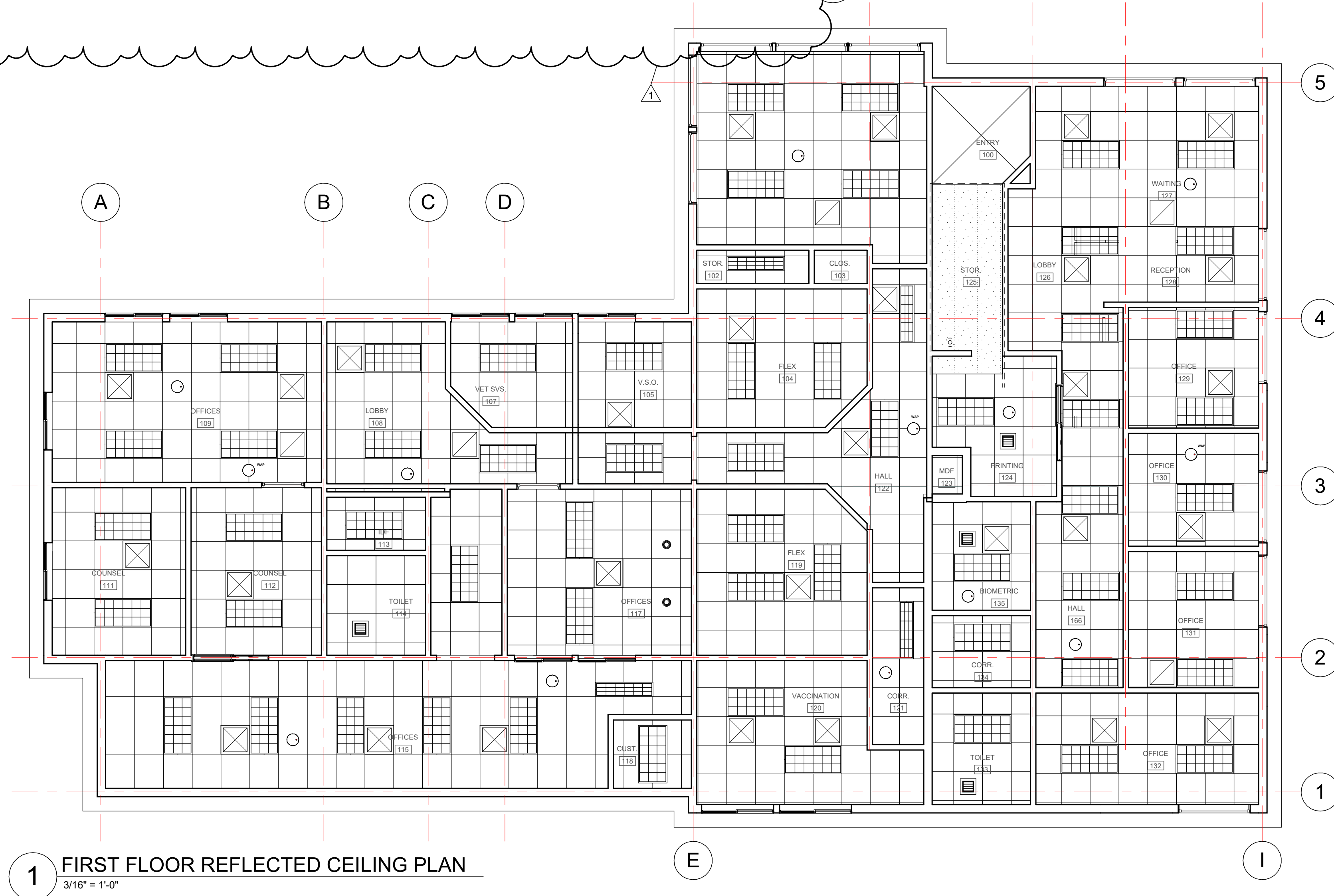
LEGEND - CEILING PLAN



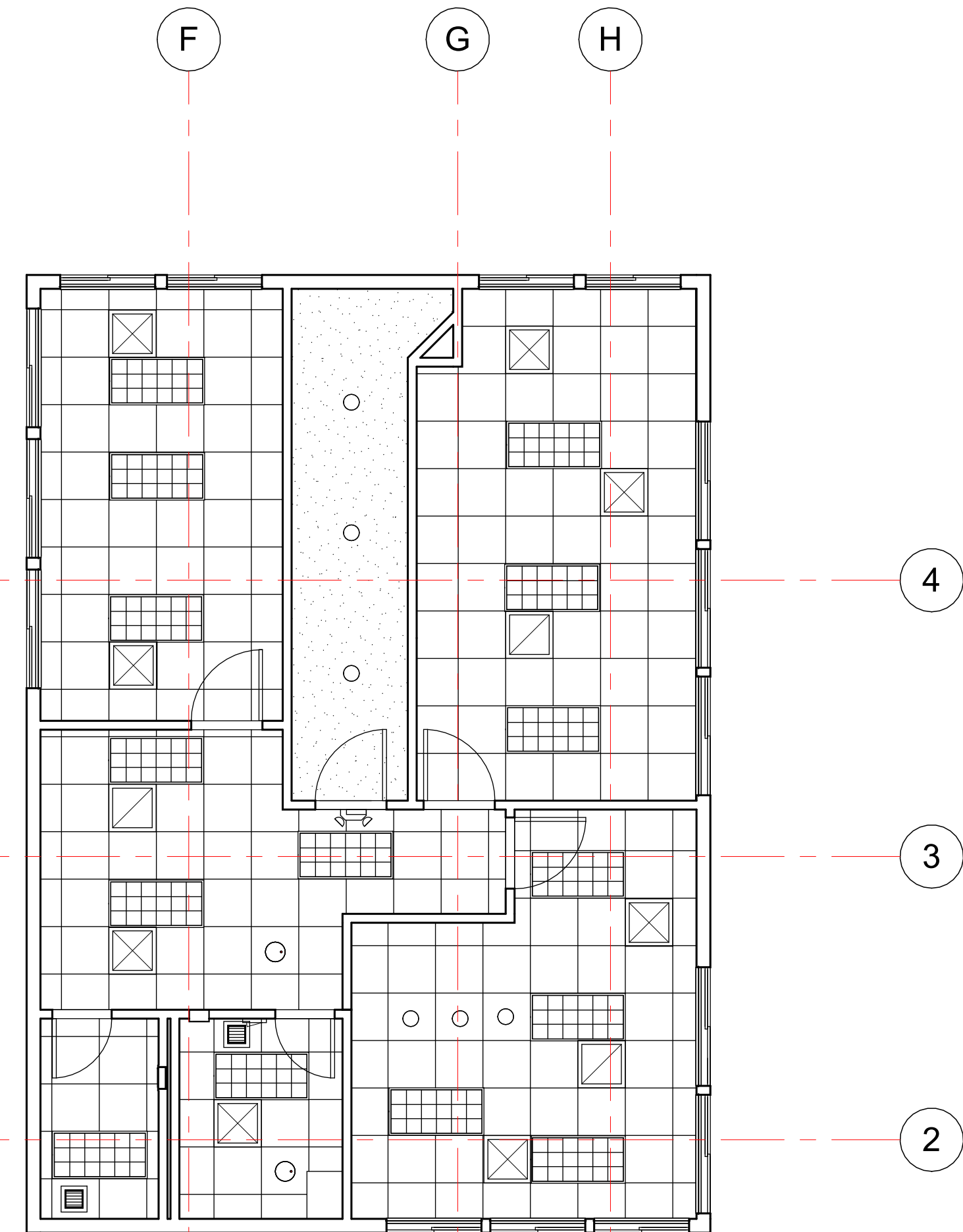
ACOUSTICAL TILE



G.W.B.



1 FIRST FLOOR REFLECTED CEILING PLAN
3/16" = 1'-0"



2 SECOND FLOOR REFLECTED CEILING PLAN
3/16" = 1'-0"



BAYSHORE DRIVE
IMPROVEMENTS

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Oak Harbor, WA 98277

Island County
Administrative Services



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Coupeville, WA 98239
(360) 678-7870

project architect n/a
project manager dk
drawn dk
checked by rb
project number 25-01

revisions
no. description date
1 Addendum No.1 5/16/2025

BID SET

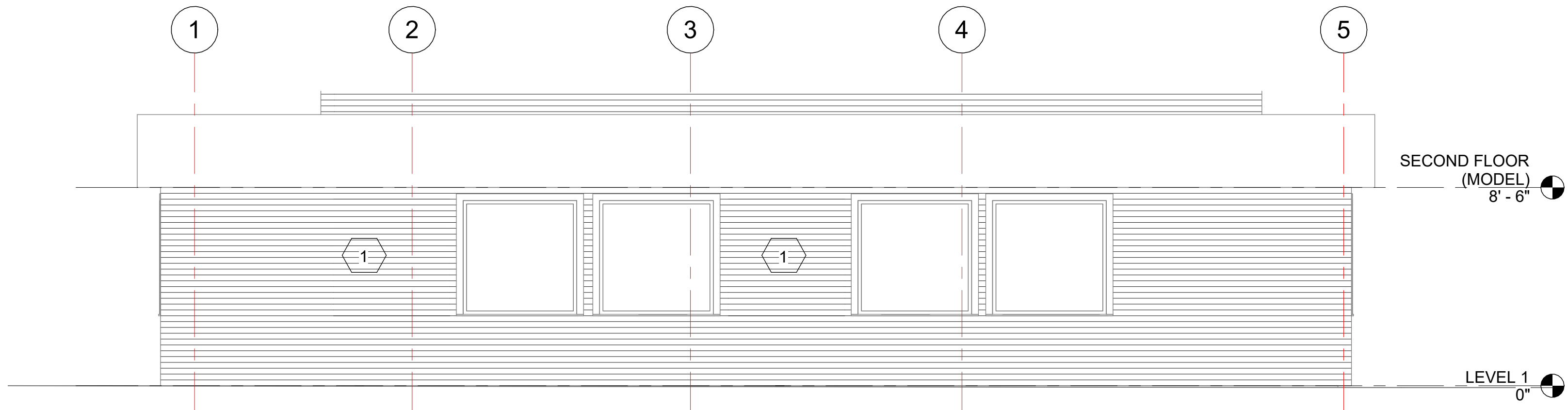
project issue date: 2025-4-23

FRC PLANS &
DOOR TYPES

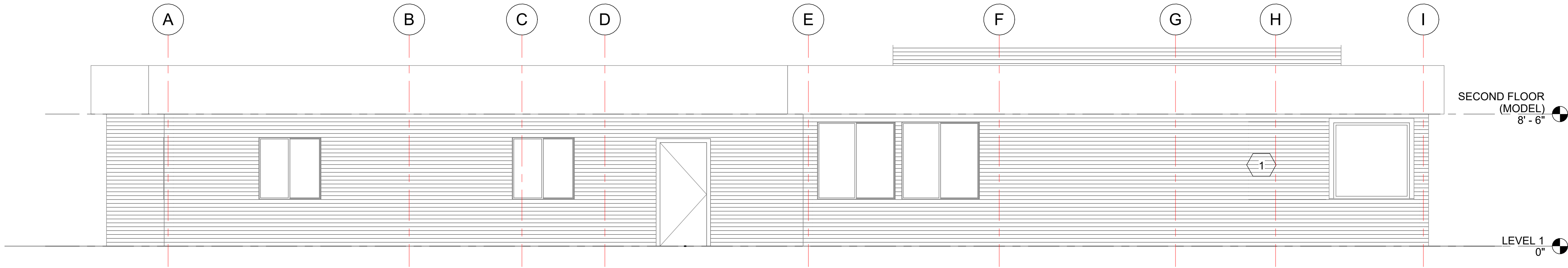
A3

KEYNOTES - EXTERIOR ELEV'S

1. PAINT NEW SIDING TO MATCH EXISTING.



1 EAST ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"

BAYSHORE DRIVE
IMPROVEMENTS

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project number 25-01

revisions		
no.	description	date

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project issue date: 2025-4-23

EXTERIOR
ELEVATIONS



BAYSHORE DRIVE
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
revisions
no. description date
Addendum No.1 5/16/2025

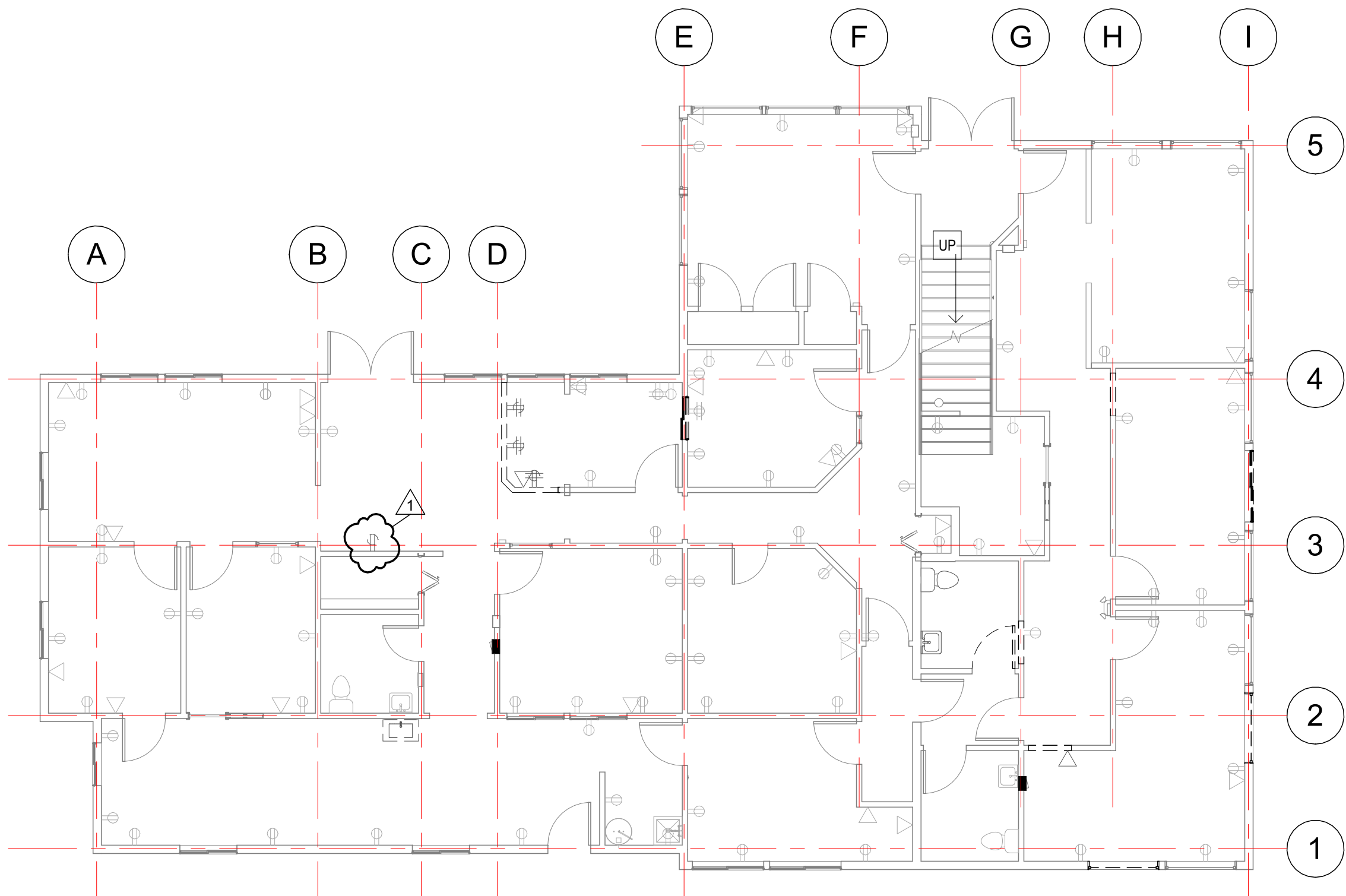
BID SET

project issue date: 2025-4-23

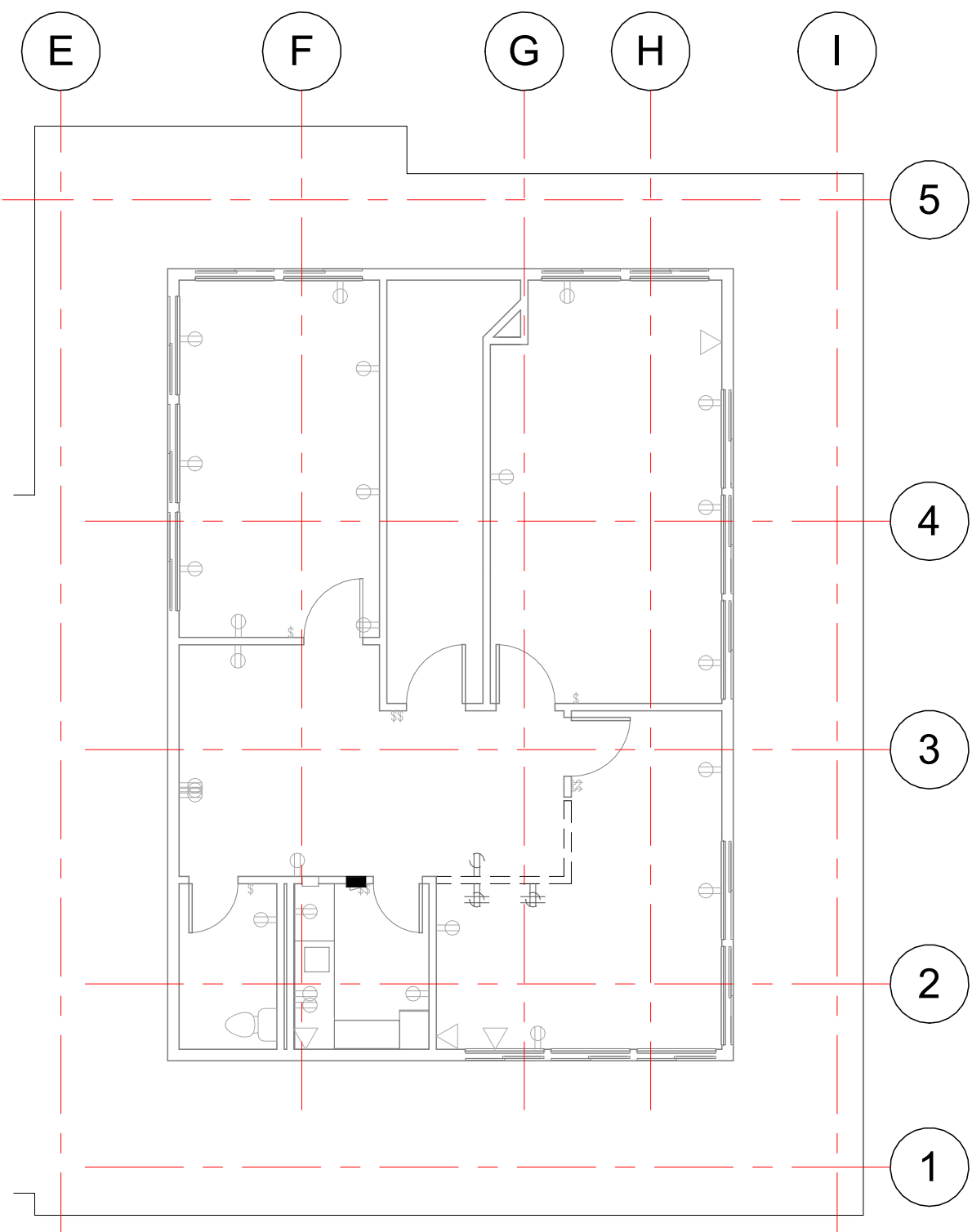
DEMOLITION
PLANS

ED1

ABBREVIATIONS		SYMBOLS LEGEND	
LETTER	NAME	SYMBOL	DESCRIPTION
(E)	EXISTING		<div>LIGHTING</div> <div>LIGHTING FIXTURE: ID = FIXTURE TYPE x = SWITCH ASSOCIATION</div> <div>WALL SWITCH</div>
		<div></div> <div>\$</div>	
		<div></div> <div></div>	<div>POWER</div> <div>DUPLEX RECEPTACLE, 125V, 20A</div> <div>DOUBLE-DUPLEX RECEPT, 125V, 20A</div>
		<div></div> <div>x</div>	<div>COMMUNICATION</div> <div>DATA OUTLET: x = AS FOLLOWS: 1 - SINGLE PORT 3 - THREE PORT</div>



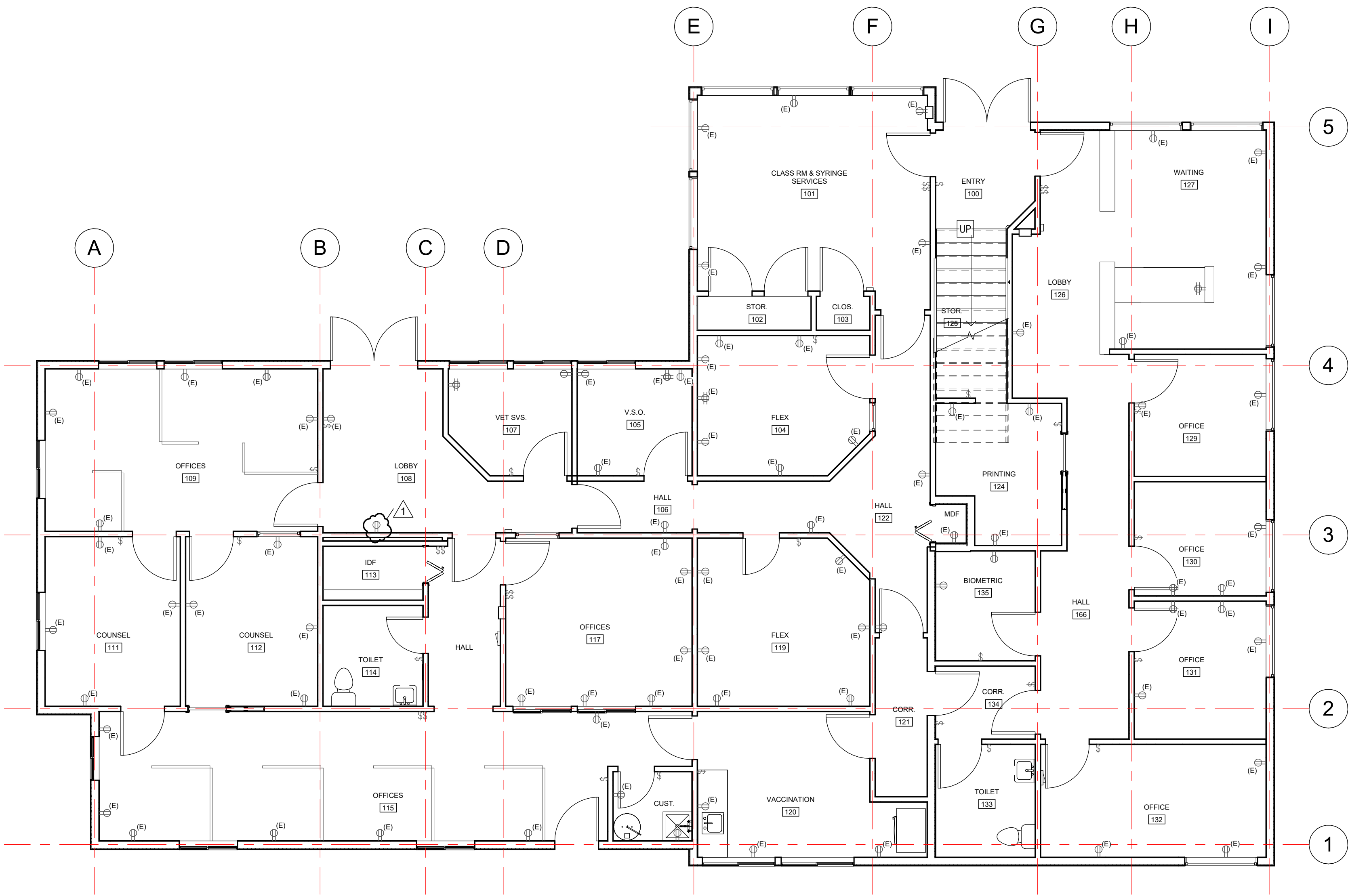
1 FIRST FLOOR DEMOLITION PLAN
1/8" = 1'-0"



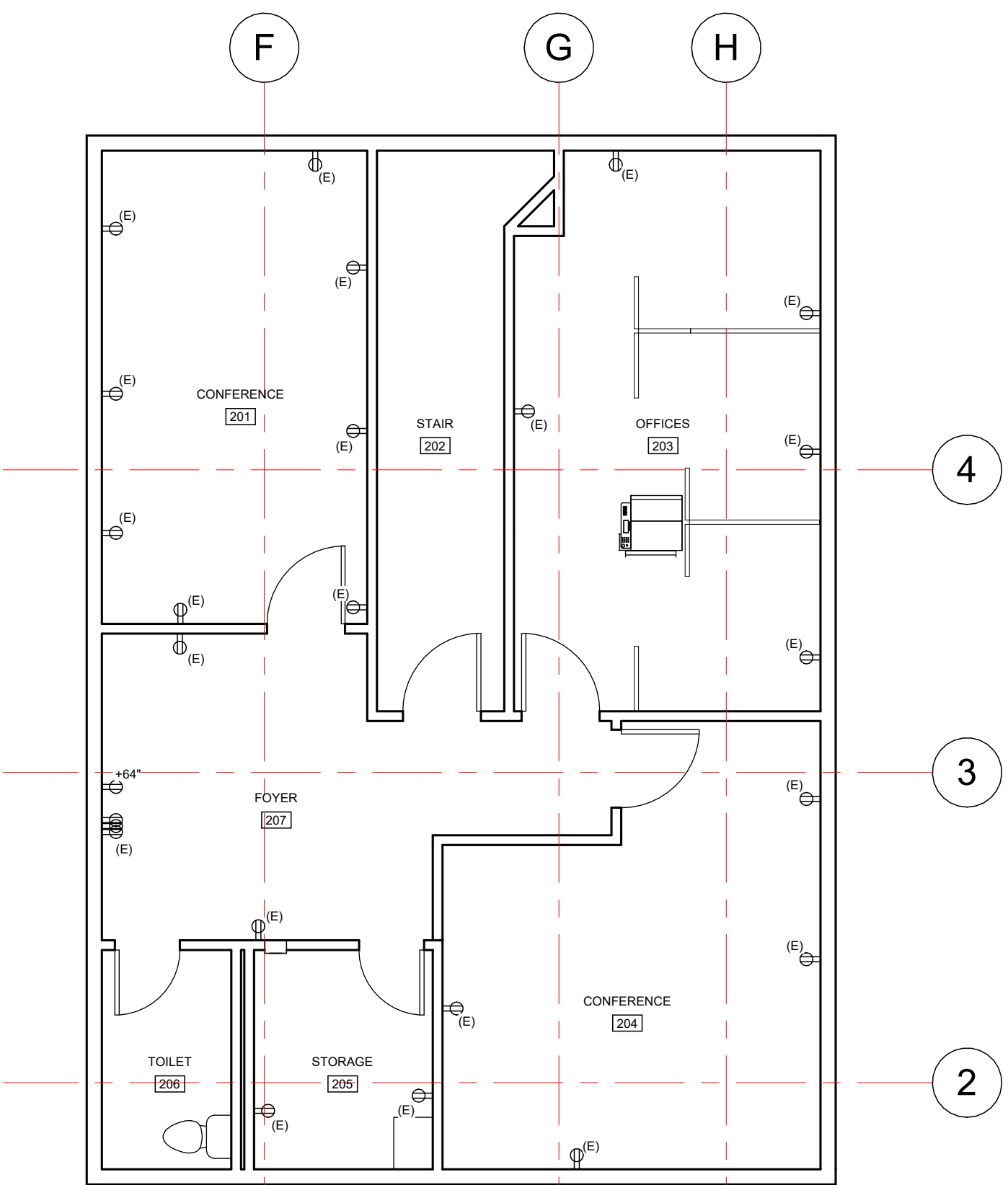
2 SECOND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE CURRENT NEC AS ADOPTED BY THE STATE OF WASHINGTON AND LOCAL AUTHORITY HAVING JURISDICTION.



1 FIRST FLOOR POWER PLAN
3/16" = 1'-0"



2 SECOND FLOOR POWER PLAN
3/16" = 1'-0"

BAYSHORE DRIVE IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County Administrative Services



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Coupeville, WA 98239
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project architect	n/a
project manager	dk
drawn	Author
checked by	Checker
project number	25-01

revisions		
no.	description	date
1	Addendum No.1	5/16/2025

BID SET

project issue date: 2025-4-23

POWER PLANS

*Gustafson
& Associates*
Real Estate Appraisers & Consultants

HARBOR PLACE



A 4674-square-foot office building on a 14,875-square-foot site

Appraisal Report
785 SE Bayshore Dr
Oak Harbor, WA, 98277

Date of Value:
January 16, 2024

Prepared For
Mr. Ryan Beach
Island County
1 NE 7th St
Coupeville, WA 98239

Prepared by
GUSTAFSON &
ASSOCIATES
Braden Gustafson,
MAI, WA-1101684
Tiffany LaBrooy,
WA-21026858

File No: 12708

GUSTAFSON & ASSOCIATES

12 Bellwether Way, Ste 230
Bellingham, WA 98225

(360) 733-8101
braden@gusappraisers.com
www.gustafsonandassociates.com

January 31, 2024

Mr. Ryan Beach
Island County
1 NE 7th St
Coupeville, WA 98239

Re: Appraisal Report, Real Estate Appraisal
Harbor Place
785 SE Bayshore Dr,
Oak Harbor, WA, 98277

File No.: 12708

Dear Mr. Beach:

At your request, we have prepared an appraisal for the above referenced property, which may be briefly described as:

A 4,674-square-foot office building on a 14,875-square-foot site

Please reference page 10 of this report for important information regarding the scope of research and analysis for this appraisal including property identification, inspection, highest and best use analysis, and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any services regarding the subject within the three-year period immediately preceding acceptance of this assignment. This report conforms to the Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation. It is in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised 12/2/2010, codified under 12 CFR 323.

Please direct your attention to the Limiting Conditions and Assumptions section of this report (page 8). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no Extraordinary Assumptions for this appraisal.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions, and Hypothetical Conditions (if any), we have made the following value conclusion(s):

Value Type	Interest Appraised	Date of Value	Market Value	Exposure Period
As Is	Fee Simple	January 16, 2024	\$965,000	8 months

Respectfully submitted,
Gustafson & Associates



Braden Gustafson, MAI
WA-1101684



Tiffany LaBrooy, Appraiser Trainee
WA-21026858

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Summary of Important Facts and Conclusions

GENERAL

Subject:	Harbor Place 785 SE Bayshore Dr, Oak Harbor, Island County, WA, 98277 A 4,674-square-foot office building on a 14,875-square-foot site
Owner:	NUB LLC
Date of Report:	January 31, 2024
Date of Inspection:	January 16, 2024
Intended Use:	The intended use is for acquisition purposes.
Intended User(s):	The client and/or assigns.

Assessment:

Real Estate Assessment and Taxes

Tax ID	Land	Improvements	Other	Total Assessment	Tax Rate	Taxes
S6565-00-00B26-1	\$239,615	\$498,078	\$0	\$737,693	8.95	\$5,933

Sale History:	The subject has not sold in the last three years, according to public records.
----------------------	--

Listing/Contract(s):	The subject is under contract for sale for \$800,000. Contract Date: November 29, 2023 Financing Terms: Cash Buyer: Island County The subject property was listed on 5/26/2023 for \$899,000 and was on the market for 215 days until it went pending at \$800,000. The current tenant will vacate before closing and Island County will occupy the building. Closing is scheduled for 4/1/2024.
-----------------------------	--

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
S6565-00-00B26-1	0.34	14,975	0.34	14,975	level	Irregular

Improvements:

Building Summary						
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Rentable Area	Percent Office
Harbor Place	1986	Average	2.0	4,674	4,674	100.0%

Zoning: CBD

Highest and Best Use of the Site: Multifamily

Highest and Best Use as Improved: Office

Type of Value: Market Value

VALUE INDICATIONS	
Sales Comparison Approach:	\$958,000
Income Approach:	
Direct Capitalization	\$971,000

Reconciled Value(s):	<u>As Is</u>
Value Conclusion(s)	\$965,000
Effective Date (s)	January 16, 2024
Property Rights	Fee Simple

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates, or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers, and documents developed with this assignment are the property of Gustafson & Associates. Information, estimates, and opinions are verified where possible, but cannot be guaranteed. Plans provided should assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited regarding accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances, and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government, or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements, or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed under a court order, the client agrees to pay the appraiser(s) Gustafson & Associates' regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information provided after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Gustafson & Associates has not determined the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.**

Fair Housing Act

The report is consistent with the Fair Housing Act. The race, color, religion, sex, age, marital status, handicap, familial status, or national origin of anyone associated with this assignment did not affect my assignment results.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users
- the intended use of the report
- the type and definition of value
- the effective date of value
- assignment conditions
- typical client expectations
- typical appraisal work by peers for similar assignments

This appraisal is prepared for Mr. Ryan Beach of Island County. The problem to be solved is to estimate the current 'As Is' market value for acquisition purposes. The intended use is for acquisition purposes. This appraisal is intended for the use of client and/or assigns.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data, and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessor's parcel number.
Information Sources	The following description is based on our property inspection, assessment records, property deeds, surveys and information provided by the owner, client, and market participants.
Zoning	A complete analysis of zoning and applicable land use controls, including a review of potential deed restrictions has been made.
Inspection:	A complete interior and exterior inspection of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and

has reviewed the market for sales and listings relevant to this analysis.

Highest and Best Use Analysis: A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Type of Value: Market Value

Interest: Fee Simple

The fee simple estate value opinion is based on the premise that the property is leased at market rates and terms.

Valuation Analyses

Cost Approach:

A cost approach was not applied as the age of the improvements makes depreciation difficult to accurately measure. In addition, this is the least credible approach to value.

Sales Comparison Approach:

A sales comparison approach was applied as there is adequate market data available to develop a value opinion and this approach reflects the market behavior of a typical buyer for this property type.

Income Approach:

An income approach was applied as the subject is an income producing property and there is adequate data to develop a value opinion from this approach.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no Extraordinary Assumptions for this appraisal.

Information Not Available:

- None

Exposure Period/
Marketing Time

An estimate of reasonable exposure on the open market is needed for the subject property to sell on the open market. Exposure period is the historical look at the amount of time on the market it would have taken to sell the subject property at market value. The exposure period is a function of price, time, and use. The marketing time is the amount of time it will take in the future to sell the subject property at market value. The comparable sales utilized show a range of one month to six months. We estimate eight months is necessary to sell the subject property at market value.

Market Area Analysis

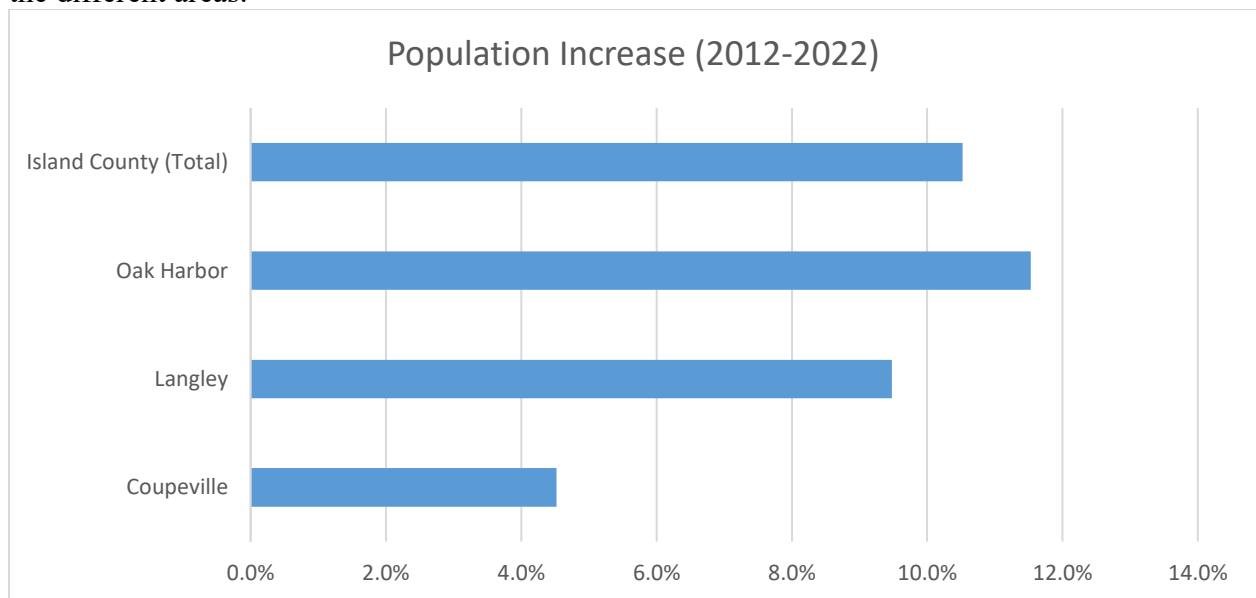
Island County Data

The location of Island County, just north of Puget Sound and east of the Strait of Juan de Fuca, has been and is both a valuable asset and an economic limitation. The area attracts people because of the isolated island environment, yet manufacturing is practically non-existent for the exact same reason. Consequently, the economy of the island is almost entirely based on tourism, the retired population, and the Whidbey Island Naval Air Station. At one time, agriculture and forestry were the primary economic activities of the county; now however, they contribute only some measure of diversification.

The two islands, Whidbey and Camano, are favorite destinations for weekend visitors due to their easy access via State Highway 20 over Deception Pass, SR-532 to Camano, and the State Ferry System routes based at Mukilteo and Port Townsend. Whidbey Island, 40 miles long with 148 miles of shoreline, is the longest island in the contiguous United States. Camano Island is 16 miles long and has 52 miles of shoreline. Whidbey Island is 27 miles north of Seattle and just 50 miles south of the Canadian border.

Demographic Data

In land area, Island County ranks 38th out of the 39 counties in the State. However, in density of population, Island County ranked fifth in 2009. Large population gains in the forties and fifties in Island County took place from the extensive build-up at the Naval Air Station. The most recent data shows the population at 87,700 in Island County (2022)¹. After being almost flat for a decade, the population has increased similar to statewide. Langley has been growing the fastest, but Oak Harbor, home of NAS Whidbey, has not grown substantially. The following graph shows the breakdown in population increases for the different areas.



¹ <http://www.ofm.wa.gov/pop/april1/default.asp>

The Naval Presence

With the advent of World War II and the introduction of the airplane as a strategic weapon, the military began looking for new defense sites. In 1937, plans were made to locate a torpedo re-arming and seaplane base on Whidbey Island. Approximately \$3 million was appropriated by Congress in 1941 to build the Military Station, and in September of 1942, it was commissioned. Placed on reduced operating status at the end of the war until December of 1949, plans were then made for the Station to be the multi-type, all-weather Navy field. Since then, the Station has dominated the Island County economy.

Whidbey Island was chosen as the site of a major base essentially because of the excellent flight conditions; it has the best flying weather in the country; it is not in any major commercial flight route; in a rural area there is little electrical interference; and on Whidbey Island it is relatively isolated. The current mission of the base is to train and keep pilots proficient for flying the Navy's electronic warfare squadrons. The P-3 "Orion" and the EA-6B Prowler, a radar jammer, are based on aircraft carriers. The Air Station is also home of the 13th Naval District Reserve which takes care of all the naval and Marine reservists from Washington, Oregon, Idaho and Montana. Employment has been somewhat level at the base since 1970. After a brief dip in the military population in 1965, it began climbing the next year. There was another dip in 1997 when the last A6 squadron was decommissioned.

In late 1990 the Whidbey Island Naval Air Base was placed on the U.S. Government potential Armed Forces Base Closure List but was removed from the list in the spring of 1991 and will be reviewed every two years. The base is on more solid footing now.

At the present time the base has numerous Electronic Attack Squadrons and Patrol Squadrons. As a result, the medium term prospects for the base and the community of Oak Harbor are positive.

As of July of 2015, there were 8,000 active military and 2,400 civilian employees. This has increased to 9,000 active duty personnel as of April 2022.

According to a 2004 study the direct economic impact of the air station on Whidbey Island is close to \$600 million, comprising 88 percent of all economic activity and 68% of all county jobs.

In December of 2014, the Navy unveiled the remodeled barracks on the base.

The Whidbey News Times reported in 2017 on the 75th Anniversary of Whidbey NAS that *the NAS Whidbey has consecutively over the last five years ranked among the top three naval installations worldwide in the annual Commander in Chief Installation Excellence Award*²

In 2020 NAS Whidbey completed the transition from the P-3C aircraft to the P-8 Poseidon.

² <http://www.whidbeynewstimes.com/news/nas-whidbey-turns-75/>

Based on a news article on 4/29/22 in the Whidbey News Times, NAS Whidbey plans to decommission the five EA-18G Growler squadrons. This would affect 1,020 of the 9,000 personnel located on NAS Whidbey. This was from the 2023 preliminary budget and isn't a certainty at this point.³

The noise from flight has more of an effect on certain parts of Island County⁴. The map is shown on the following page, which shows the different noise zones.

The southern noise area has led to complaints from residents and lawsuits. A judge ruled for the Citizens of Ebey's reserve in December of 2021 when it claimed that the Navy didn't study the effect of the added effect of bring more Growlers to NAX Whidbey South.⁵

Areas in green are greater than 75 LDN units (day night average sound units), yellow are 70-75, red are 65-70, and blue are 60-65.

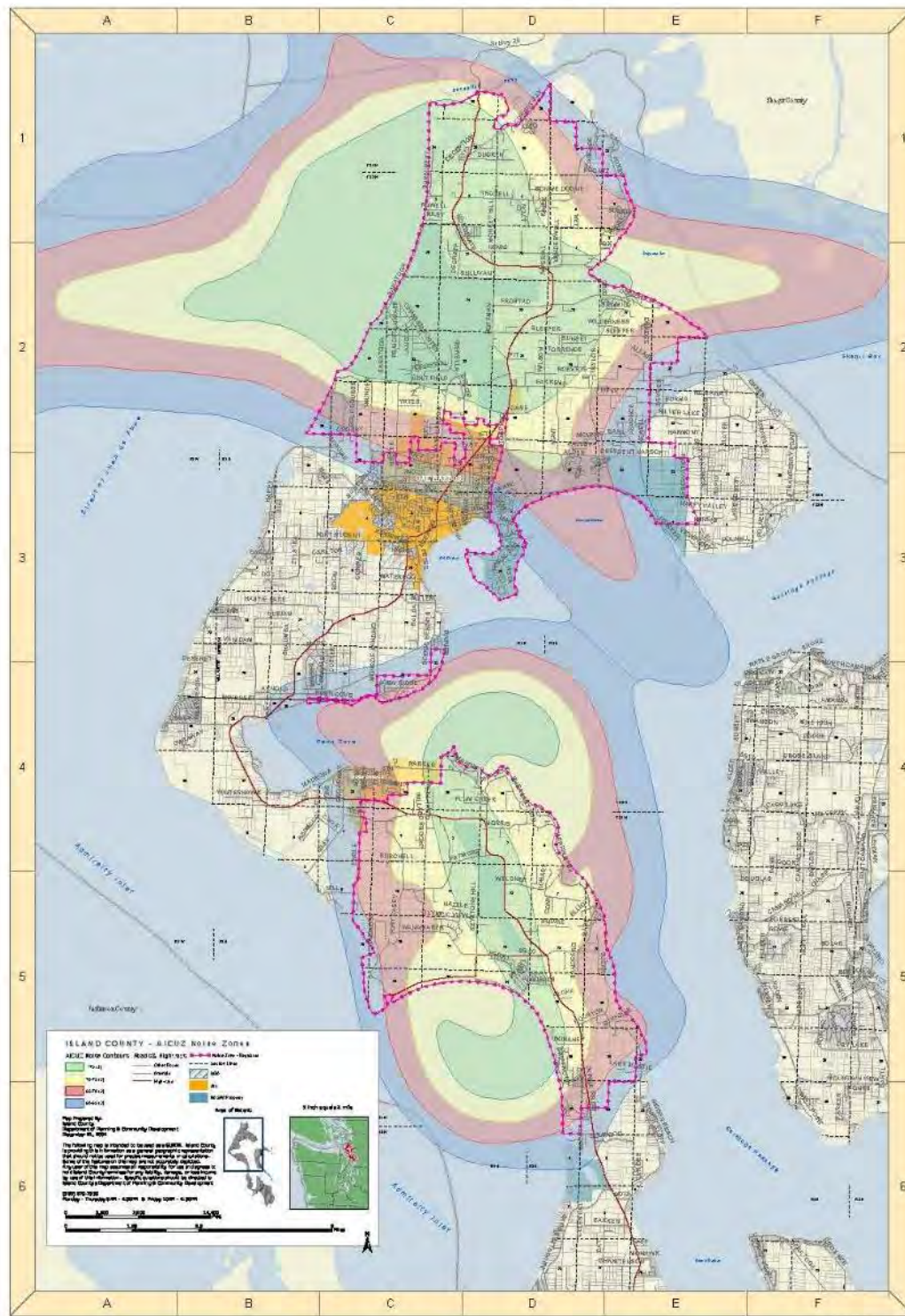
³ <https://www.whidbeynewstimes.com/news/navy-proposed-budget-cuts-25-growlers/>

⁴ http://www.islandcounty.net/planning/pdf/maps/noisezones_small.pdf

⁵ <https://www.heraldnet.com/northwest/whidbey-anti-noise-group-get-wins-in-navy-plane-lawsuit/>

ISLAND COUNTY

AICUZ NOISE ZONES



Retirement Haven

Although it isn't an industry per se, the retired segment of the population constitutes a significant economic factor in the county. According to the 2000 census, 14.3% of the total population in Island County was over the age of 65. A substantial number of Navy people retire on the Island and usually at a much younger age. Consequently, the number of people aged 45-64 in Island County showed almost a 26% share.

A great many of the retired are professionals: doctors, lawyers, professors, scientists and business executives. The housing industry in the County has been deeply affected by the retired sector over the years. The growth in retired population has generated a need for more service-oriented business in certain areas. Often, retirees themselves have helped fulfill that need by starting a small business of their own. Some of these ventures have been reasonably successful, while some have been more or less hobbies and under other conditions would be marginal. Enterprises have included gift and antique shops, cafes, grocery stores, and the like. Oak Harbor in particular has seen a lot of this kind of activity.

Island County has a unique environment that is found nowhere else in the State. It is not without its share of problems. Further expansion is inevitable in such sectors as tourism, commercial services, light industry and the residential base, but growth necessarily will be limited by the physical boundaries of the Island. Housing development is restricted by the lack of adequate water supplies and septic tank drain fields. Transportation is also a limiting factor. Historical preservation has been under way at many places in the Islands for several years and, along with other "clean" industries, promises to be a positive force into the future.

The following chart describes the employment and wages by industry. It shows increases in manufacturing and professional services, but losses in education and financial activities.

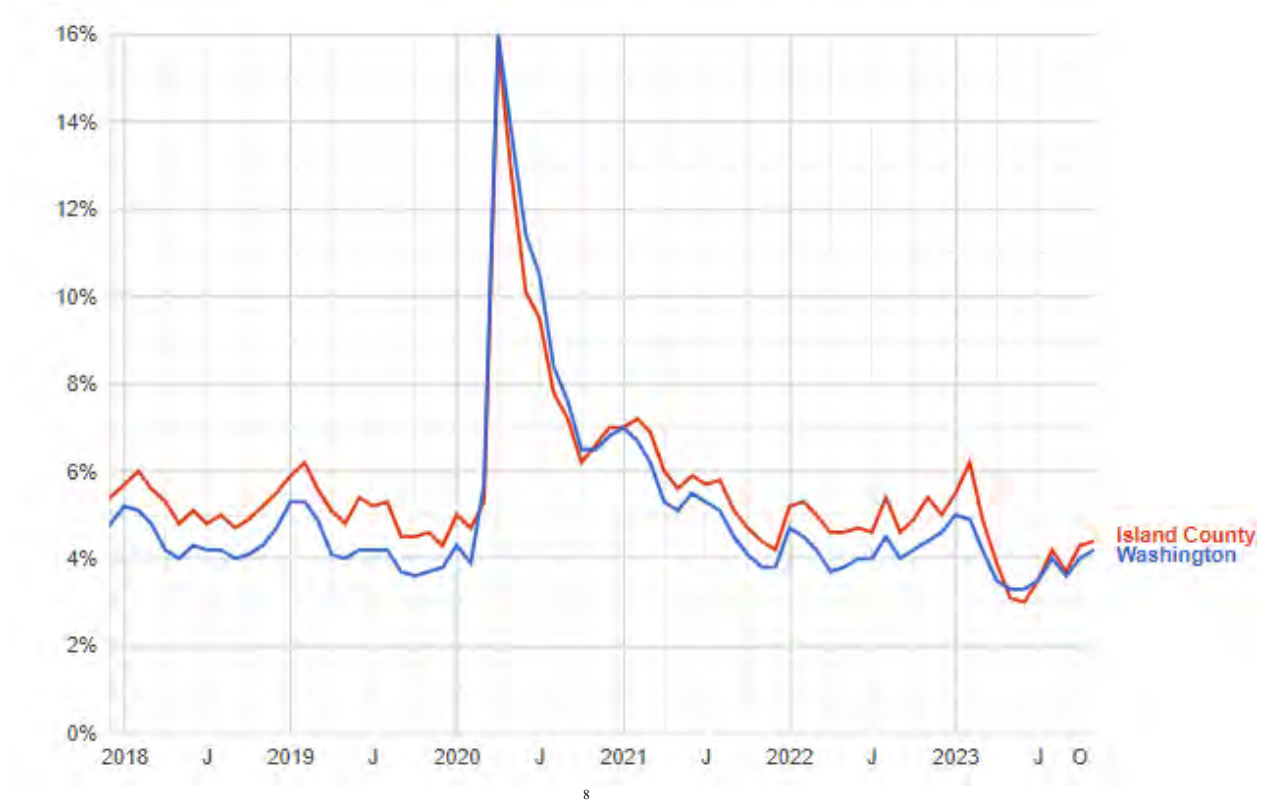
Total nonfarm employment, not seasonally adjusted, in Island County (Oak Harbor MSA)						
NAICS industry title (place of work)	Change					
	Preliminary Jun-16	Revised May-16	Revised Jun-15	May-16 Jun-16	Jun-15 Jun-16	Jun-15 Jun-16 %
Total Nonfarm	15,850	15,770	16,020	80	-170	-1.1%
Total Private	11,220	11,100	11,430	120	-210	-1.8%
Goods Producing	1,650	1,620	1,560	30	90	5.8%
Mining, Logging, and Construction	850	820	810	30	40	4.9%
Manufacturing	800	800	750	0	50	6.7%
Service-Providing	14,200	14,150	14,460	50	-260	-1.8%
Trade, Transportation, and Utilities	2,590	2,570	2,630	20	-40	-1.5%
Retail Trade	2,130	2,110	2,190	20	-60	-2.7%
Information and Financial Activities	640	640	680	0	-40	-5.9%
Professional and Business Services	1,260	1,260	1,150	0	110	9.6%
Education and Health Services	2,140	2,150	2,280	-10	-140	-6.1%
Leisure and Hospitality	2,260	2,190	2,370	70	-110	-4.6%
Government	4,630	4,670	4,590	-40	40	0.9%
Federal	1,370	1,390	1,330	-20	40	3.0%
State and Local Government	3,260	3,280	3,260	-20	0	
State and Local Government Education	1,420	1,460	1,440	-40	-20	-1.4%
Workers in Labor Management Disputes	0	0	0	0	0	

Source: Washington State Employment Security Department, Labor Market and Performance Analysis Branch

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⁶ <https://fortress.wa.gov/esd/employmentdata/reports-publications/regional-reports/labor-area-summaries>

The following chart displays unemployment rates for Island County⁷.



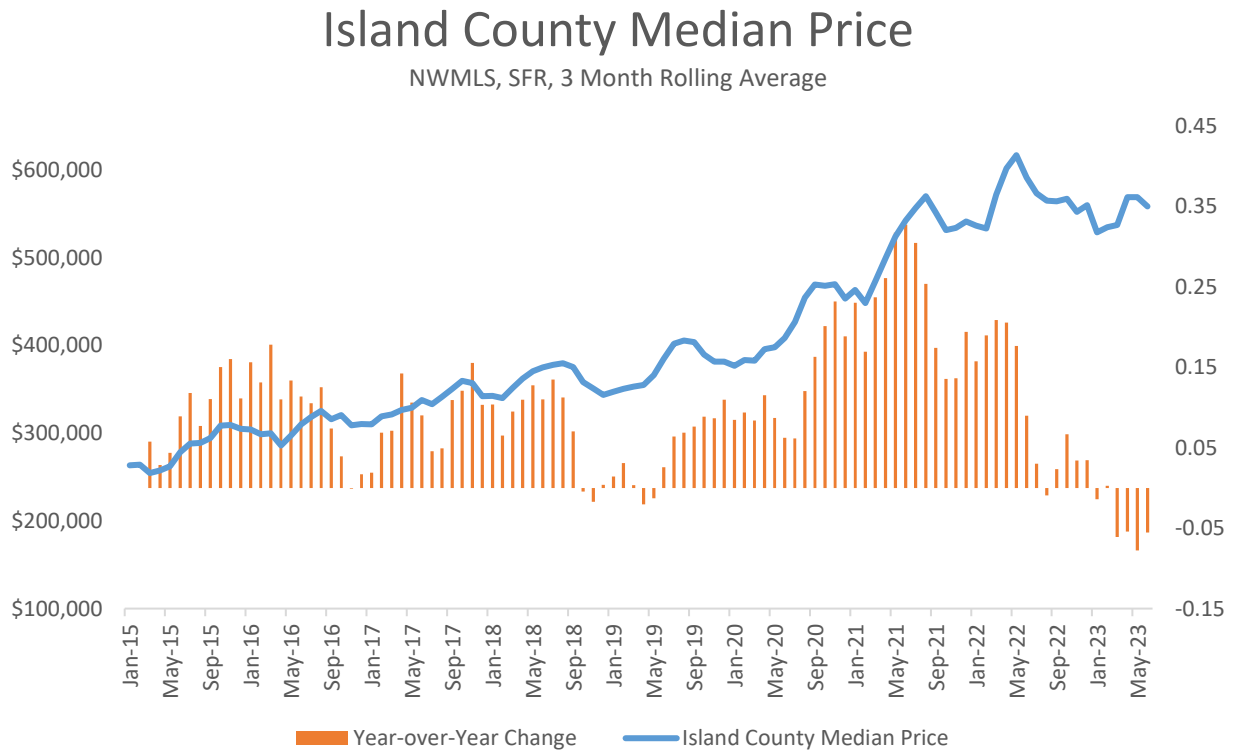
Island County is currently at 4.4% which shows they have completely rebounded from the pandemic.

⁷ Source: Google public data explorer.

⁸ <https://fortress.wa.gov/esd/employmentdata/reports-publications/regional-reports/labor-area-summaries>

Housing

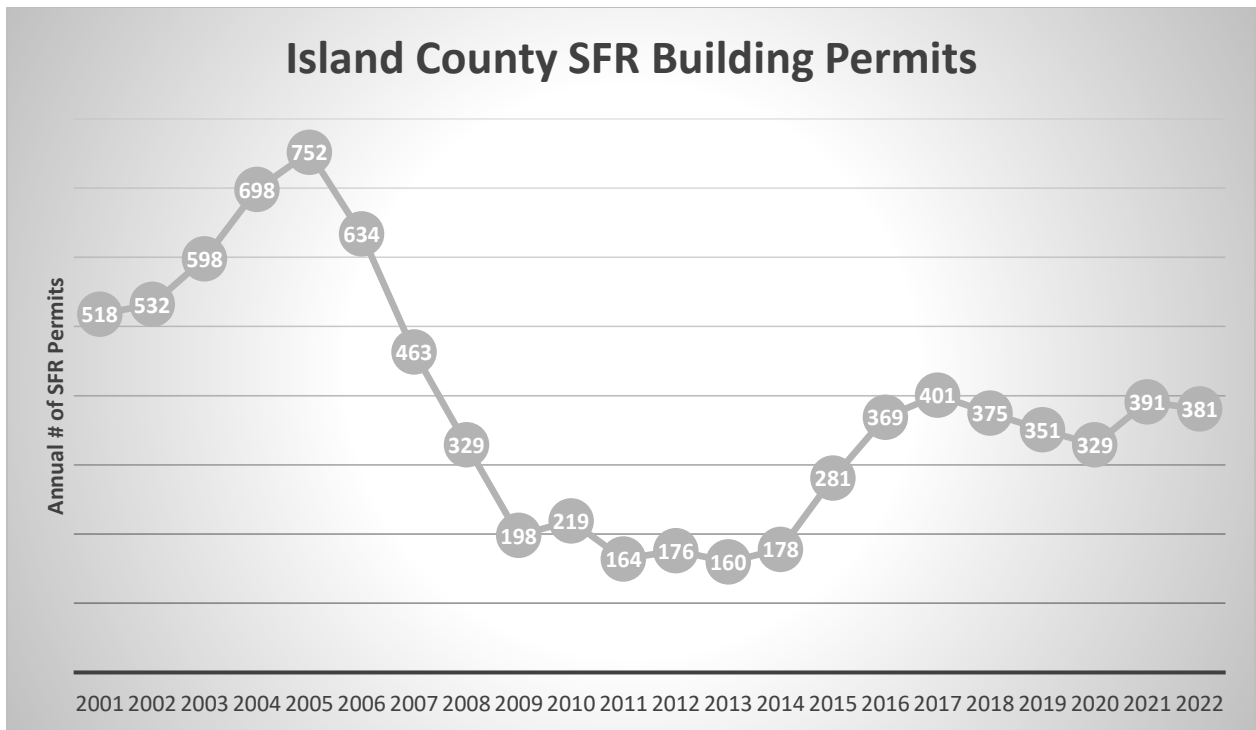
Shown below is a chart showing the median home price sold on the Northwest Multiple Listing Service (three month rolling average)



The current median price is \$558,000 in May of 2023 (three month rolling average) which is a 5.6% decrease from the previous year. The numbers show that the residential market has slowed considerably over the past year. The local area is following the trends of the region.

Many military veterans live in Oak Harbor and qualify for VA financing, which finances up to 100% the value of the home without private mortgage financing.

The new construction market is moderate. The residential market has been aided by low interest rates (see chart below).



Island County is building homes at a healthy rate, but still much less than the years 2003 to 2005. However, there are projects that are in planning in the area.

New projects in the pipeline include:

- Hillside Plat with 135 lots on Erie Street (Under construction 2020)
- 6-unit Kettle Cove Condo Townhomes at 563 NE Kettle St (Completed 2021)
- Penn Cove Park Div 4 South of Oak Harbor (Completed 2021)
- Howard Pointe on Fort Nugent with 20 lots (Completed 2021)
- Marin Woods on Swantown Rd with 46 lots (Under construction 2022)
- Garry Oaks at 30433 SR 20 with 160 lots (In Planning 2022)
- 20 townhomes at 185 SW 3rd St in Oak Harbor (Under Construction 2022)
- Guzman 12-lot subdivision on Cedar Cove Ln in Clinton (In Planning 2022)
- Galaspy 7-lot plat on N Camano Ridge Rd on Camano Island (In Planning 2022)

Interest Rates

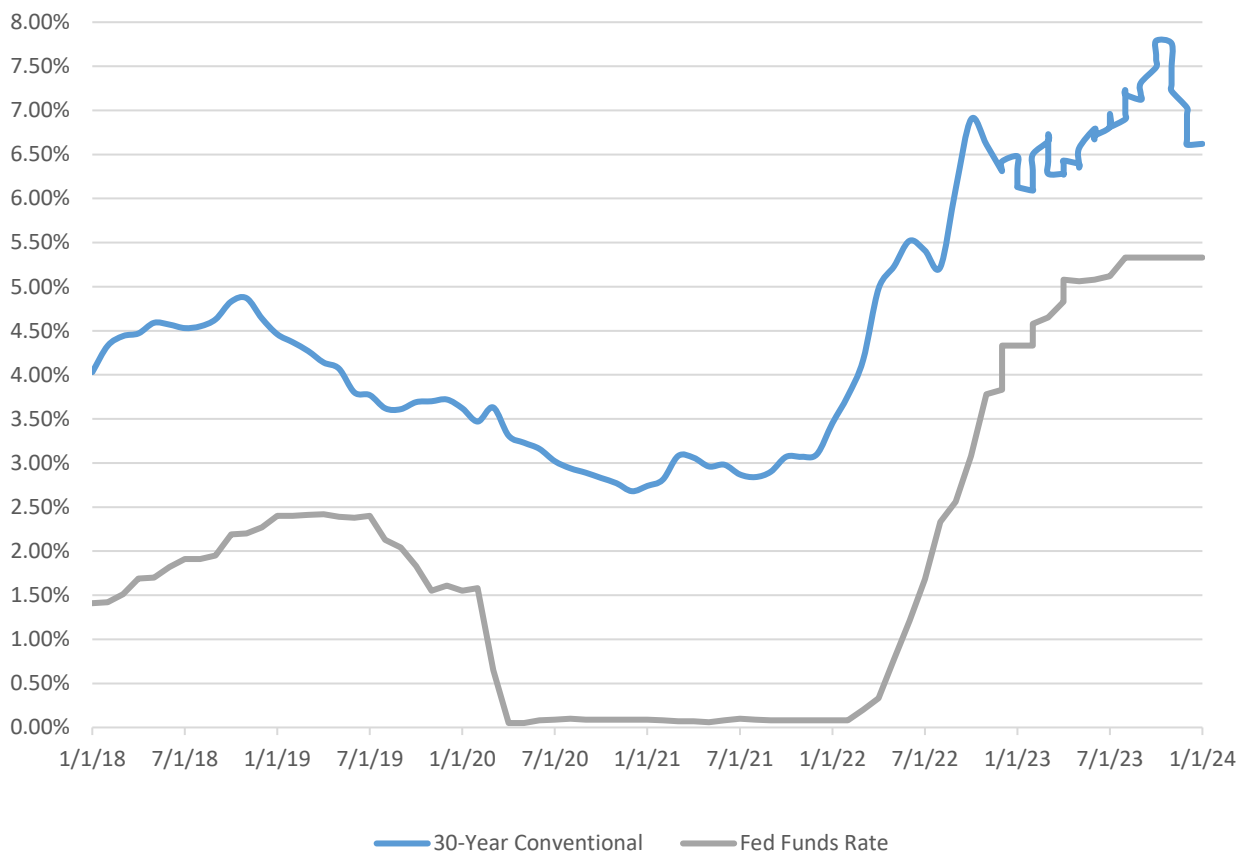
Mortgage rates can drive demand for refinancing and purchasing residential and commercial real estate. These rates vary due to various factors including the federal funds rate. The federal funds rate is set by the Federal Reserve and guides rates for bank to bank lending. The Federal Reserve has maintained a very low rate the past few years to encourage investment as noted in the graph below. It has increased recently.

The graph below includes the rate for a 30-year conventional residential mortgage as well as a typical commercial loan with a five-year call (estimated at 200 basis points above the FHLB).

All rates are increasing at the current time and will have an effect on the ability to borrow money.

Interest Rates

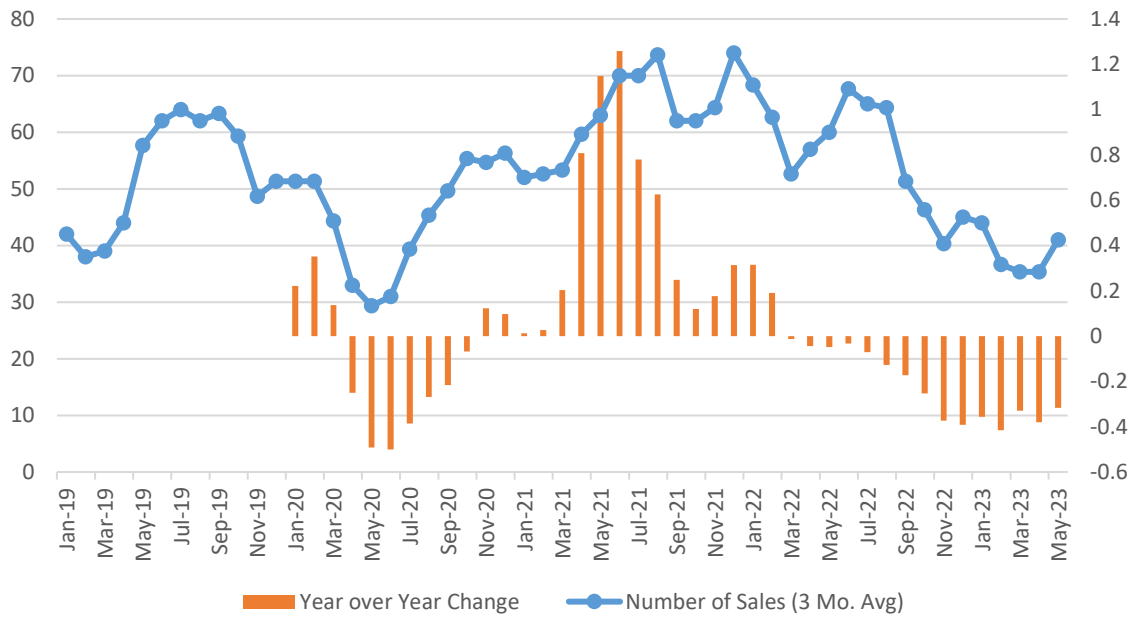
Conventional Loan, Freddie Mac, FHLB



We have seen data that shows that that residential sales volume is down after the spike in interest rates. There is also less commercial transaction activity as shown in the graph on the following page. There has been a drop of 35% drop in transaction volume. The following chart shows the commercial sales in the region via the MLS.

Number of Commercial Sales

All NWMLS Areas, Commercial, 3 Mo. Moving Avg



We will continue to track the number of sales to see if demand is noticeably waning.

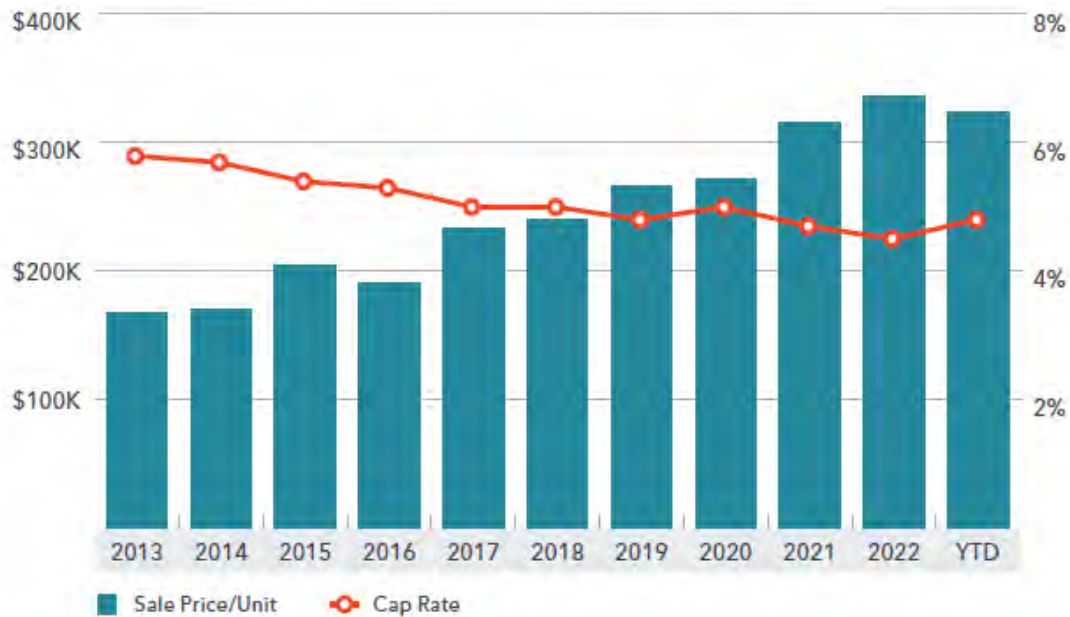
Multifamily Market

Kidder Mathews released a market report in the 1st Qtr of 2023 and Marcus & Millichap released a market report in the 2nd Qtr of 2023 on the multifamily market. The following analysis is based on their market reports and Costar analytics.

Construction activity is healthy with significant new construction happening. The market is recalibrating to weaker rental demand and increasing vacancy.

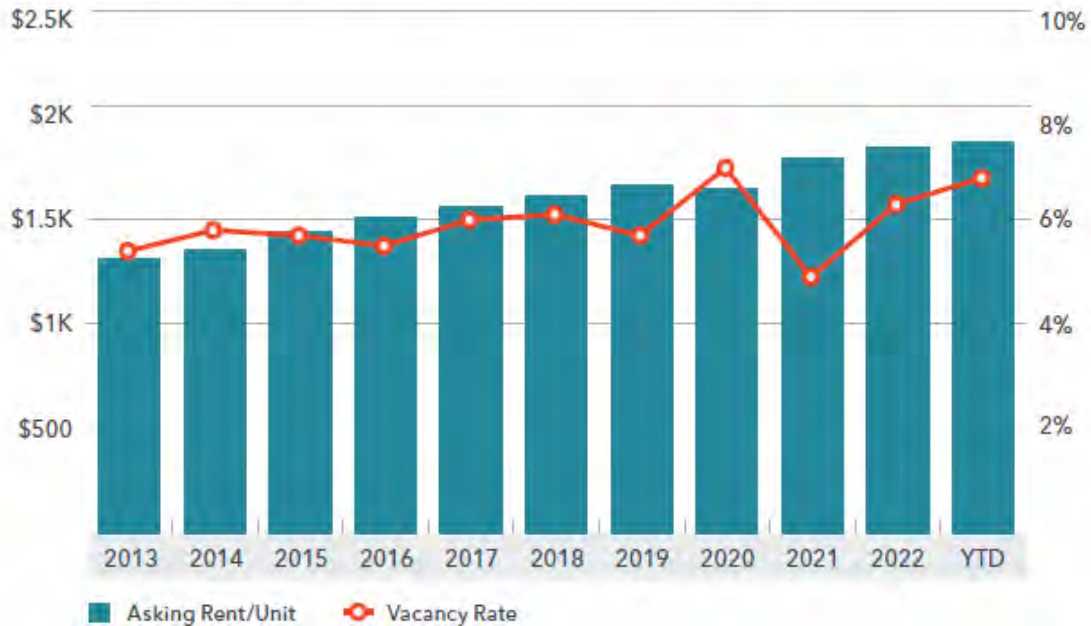
Investor demand has remained very strong through the pandemic, but in late 2022 the increase in interest rates has decreased demand. Cap rates rose substantially in the latest quarter from an all-time low as Kidder Mathews shows below. The price per unit is also lower in 2023 compared to 2022.

AVERAGE SALES PRICE/UNIT & CAP RATES



The average asking rent has continued to increase in the region according to the following chart from Kidder Mathews.

AVERAGE ASKING RENT/UNIT & VACANCY RATE



The chart shows a substantial increase in rent in 2021 with more tempered increases in 2022 and 2023. Vacancy has increased to 7% in the region, but this is much lower in the northern counties.

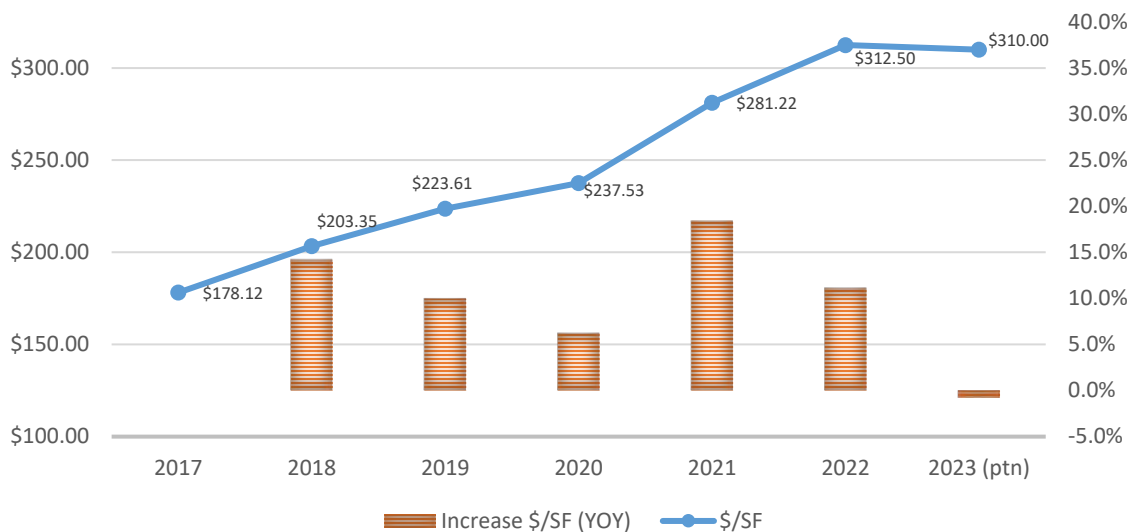
More locally, the average rent in Island County has increased and vacancy is very low. The Runstad Department of Real Estate performed a study in the Fall of 2021 in neighboring Skagit County and found 0.9% vacancy for apartments in Skagit County, which is lower than the statewide number of 3.6%. The average rents were: \$1,287 for one-bedroom units (Up 7.2% since spring) and \$1,407 for two-bedroom units (Up 9.3% since spring). The strength of the market is solidified by the low vacancy rates at the elevated asking rent per unit.

Based on limited information it is apparent that prices have stopped increasing in 2023. We analyzed multifamily sales in the Northern Counties. It has shown an increase in the median price over the past few years with a halt in demand in 2023 and a leveling off of prices.⁹

⁹ Internal document from NWMLS data (Adjustment Source Data)

MULTIFAMILY SALE ACTIVITY

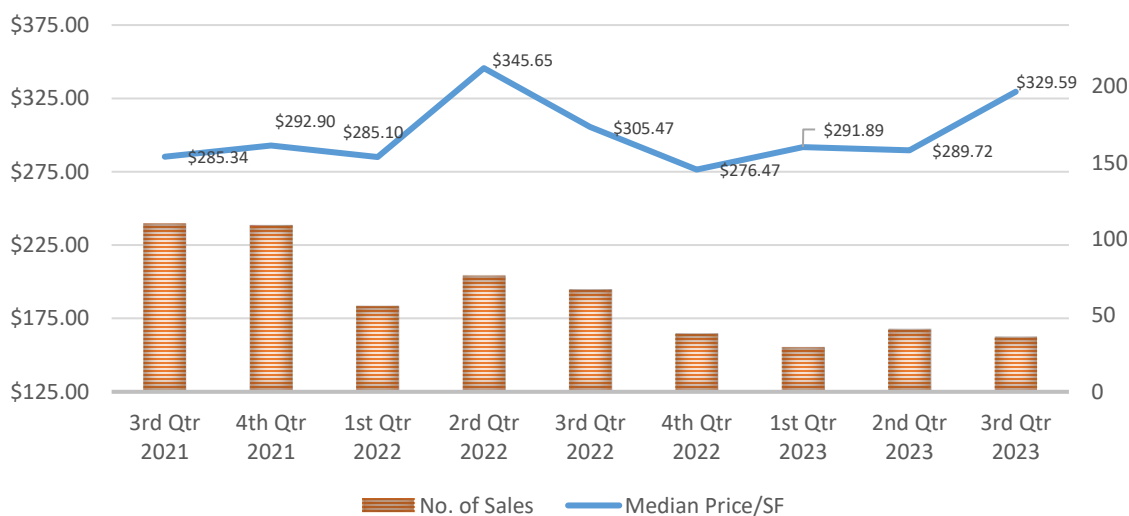
MEDIAN \$/SF, SNOHOMISH, WHATCOM, ISLAND, AND SKAGIT ADJUSTED,
NWMLS, 2-4 UNITS



Breaking down the data by quarter shows mixed results in 2023. Although it should be noted that this is based on a small sample. The number of sales has also decreased, as shown below.

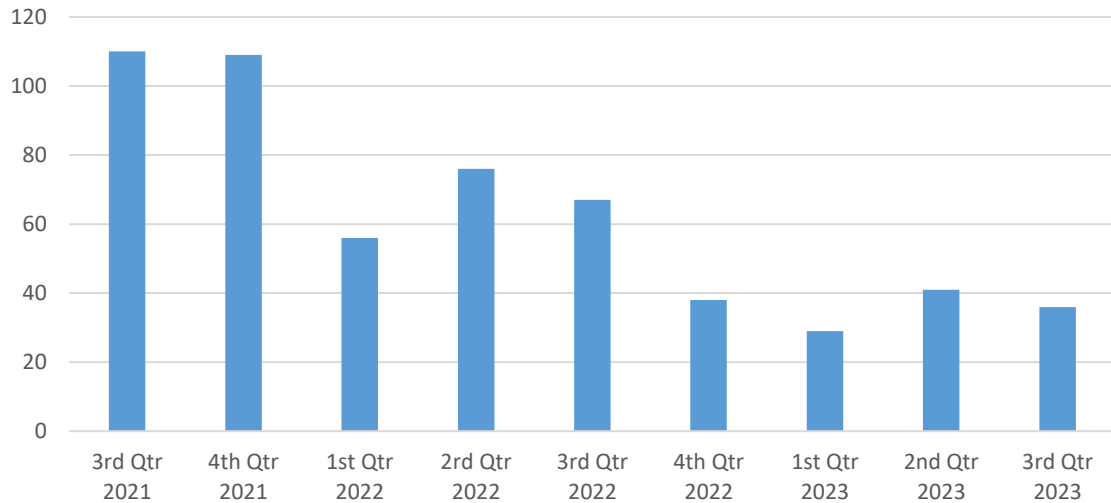
MULTIFAMILY SALES BY QUARTER

MEDIAN \$/SF, SNOHOMISH, WHATCOM, ISLAND, AND SKAGIT ADJUSTED,
NWMLS, 2-4 UNITS



Multifamily - Number of Sales

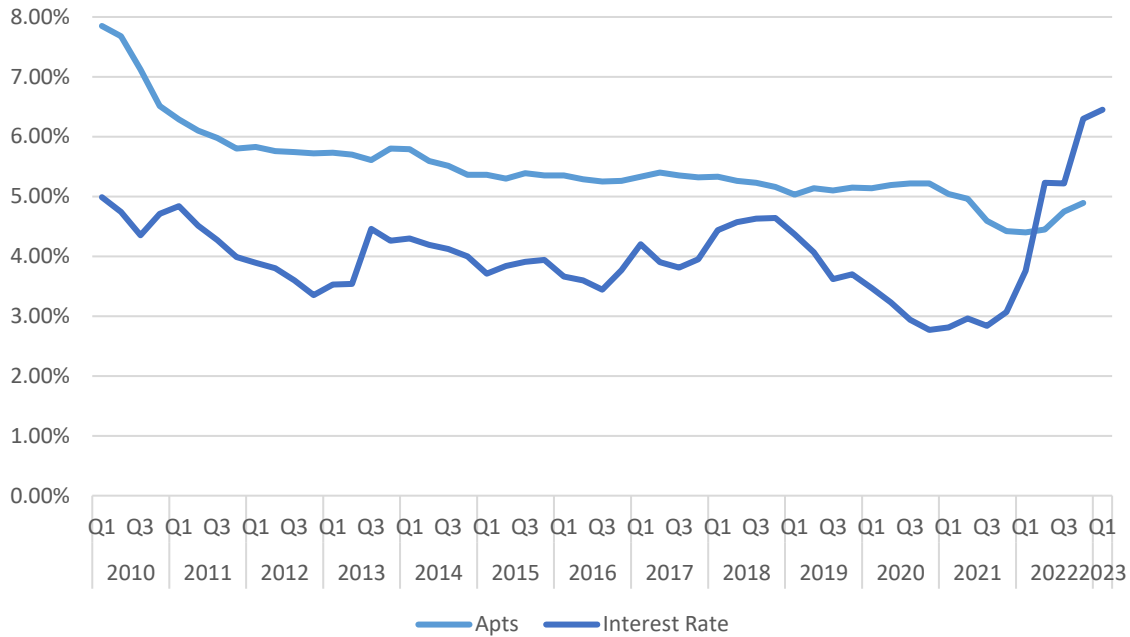
SNOHOMISH, WHATCOM, ISLAND, AND SKAGIT COUNTY, NWMLS, 2-4 UNITS



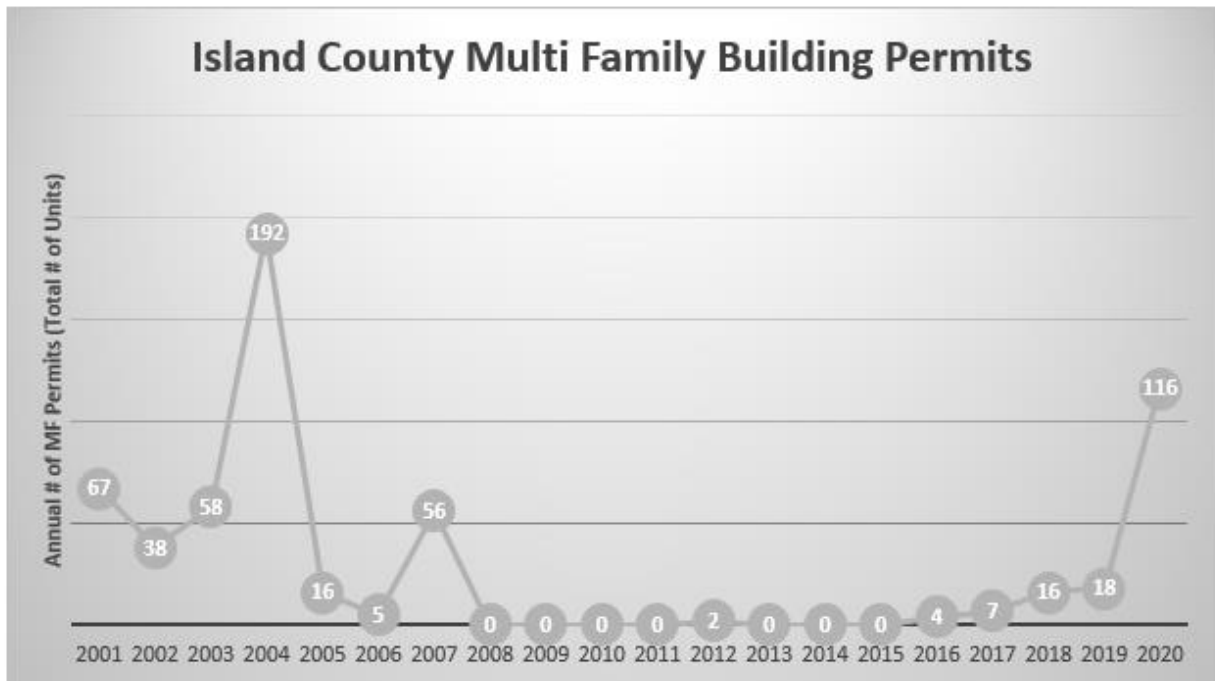
The 30-year conventional mortgage rate has increased to 6% to 7%, which is up from 3.0% in mid 2021. There is a minor correlation between the cap rate and interest rates and following graph showing the correlation. It suggests that cap rates should increase.

Cap Rates vs Interest Rates

PWC Multifamily Cap Rates (National) compared to the 30-year conventional rate



The Island County area has had virtually no new construction since 2008 with exception to a jump in 2020 as indicated in the following graph. In addition, there are other projects in the pipeline.



New projects in the pipeline include:

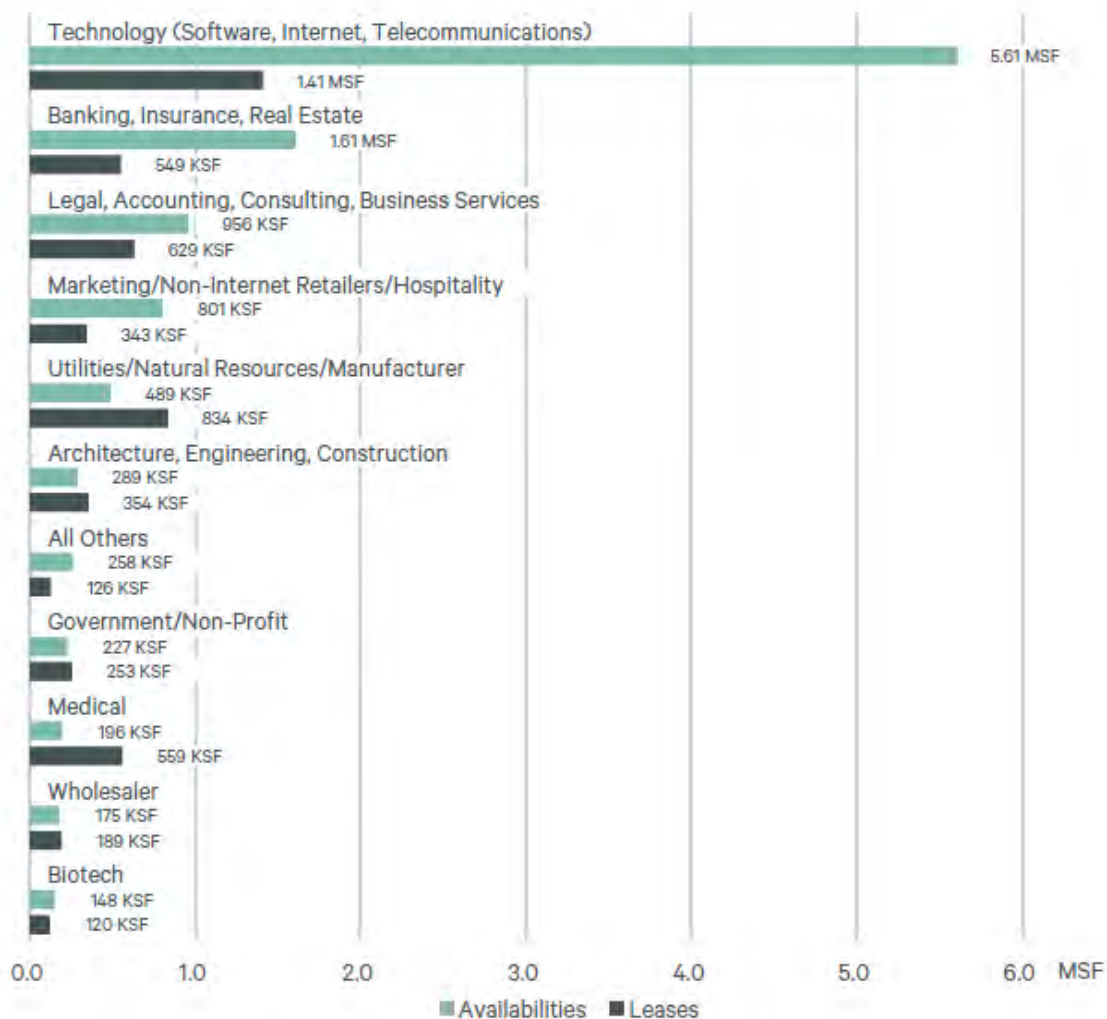
- 5 apartments at 6441 Humphrey Rd in Clinton (In Planning 2021)
- 6-unit Kettle Cove Condo Townhomes at 563 NE Kettle St (Completed 2021)
- 5 cottages and a duplex at 476 SE Barrington in Oak Harbor (In Planning 2021)
- 20 townhomes at 185 SW 3rd St in Oak Harbor (Under Construction 2022)
- 20 apartments at 435 SE Barrington in Oak Harbor (Under construction 2022)
- 16 apartments proposed at 446 NE Izett Street in Oak Harbor (Under construction 2022)
- 3 apartments on upper floor on Myrtle Ave in Freeland (In Planning 2022)
- 60 apartments at 1825 SW Ida Place in Oak Harbor (Under Construction 2022)

Office Market

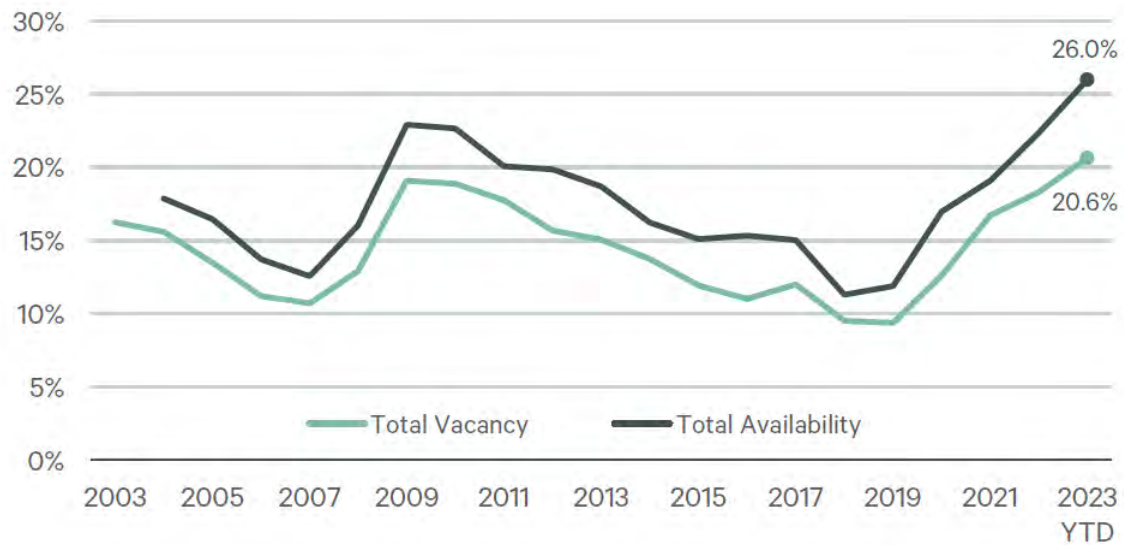
CBRE released a 2nd Qtr market report in 2023 and Kidder Mathews released a 1st Qtr market report.

They report that vacancy is still increasing, a lingering effect of the pandemic. Many of the biggest tech companies have mandated hybrid work environments, which has increased the representation of on-site office workers. This is primarily in the Seattle and Bellevue markets.

The dependence on technology in the urban core is illustrated in the following graph from CBRE, which shows new office leasing and availabilities in the prior 12 months.



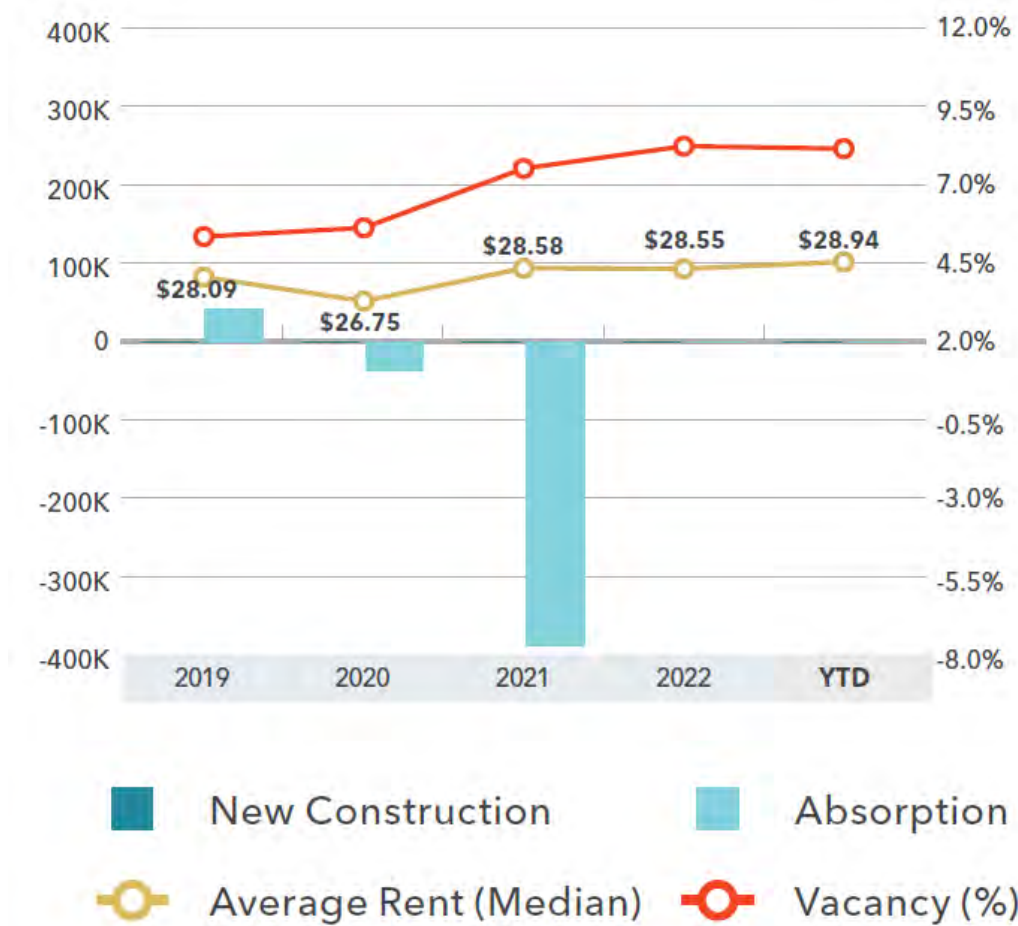
Since the COVID-19 pandemic hit, vacancy has increased across the region with substantial increases in Downtown Seattle. The total vacancy reflects the increase in sublease opportunities.



In the chart above, CBRE, shows that in the Seattle/Bellevue market there is 26% availability. Kidder Mathews shows that the Seattle area vacancy is more than double that of Bellevue. The vacancy is much lower in the outer lying areas. Kidder Mathews shows the vacancy leveling out in the Northend area at 8%. This is south of Whatcom County, but the closest region that they cover.

Office Market Summary

(Kidder Mathews, Northend 1st Qtr 2023)



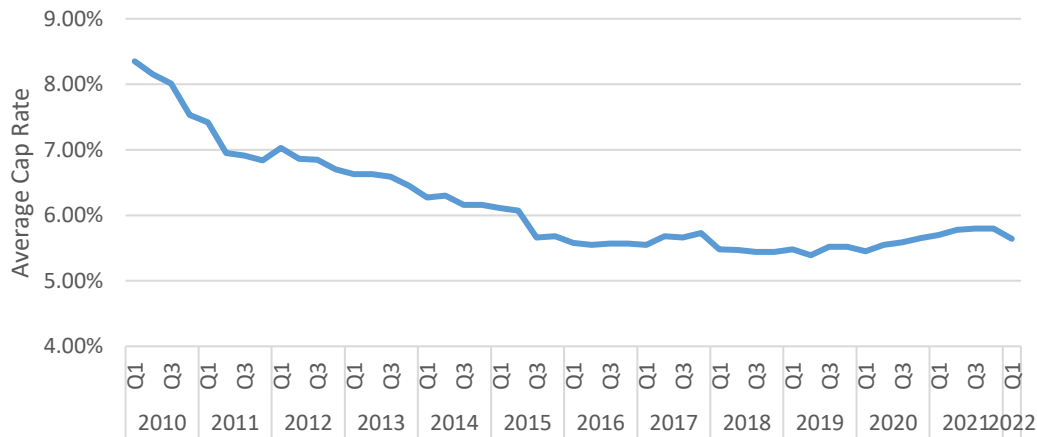
Ryan Martin at Pacific Continental Realty reports in the 2nd quarter of 2023 that the Bellingham direct vacancy is 5.6%, which is up from 4.1% in the 3rd Qtr of 2022. It is apparent that the local vacancy is lower than the region (specifically Seattle).

Stren Lea, broker at Marcus & Millichap, reports in July of 2022 that market velocity cooled in the past quarter, but he is still very busy with transactions.

Capitalization rates for office investments have increased slightly nationally, but are still well below 6.0% for institutional investments.

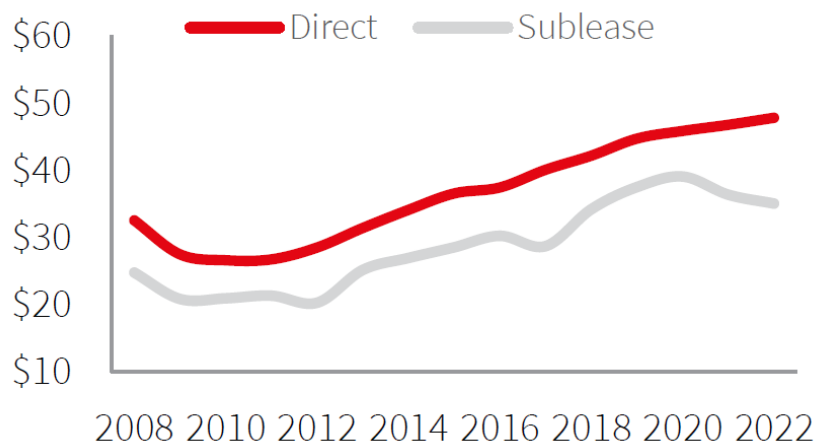
National Cap Rate Trends

(PWC Market Survey, CBD Office)



Rental Rates have not decreased in the region as shown by the analysis from Jones Lang Lasalle in their 2nd quarter 2022 market report.

Average asking rent (\$ p.s.f.)



There hasn't been much new office development in Island County. The following projects are noted:

- Oak Harbor: Dental office at 744-794 E Whidbey Ave (Proposed 2020).
- Coupeville: Medical office at 30 NW Birch St -Island Facial (Completed 2020)
- Langley: Three 4,000-sq-ft professional office bldg at 5900 Langley Rd (Proposed 2022)

In summary, the office market is stable with low vacancy and healthy transaction volume. Minimal new office projects are planned. Rental rates are moderately increasing.

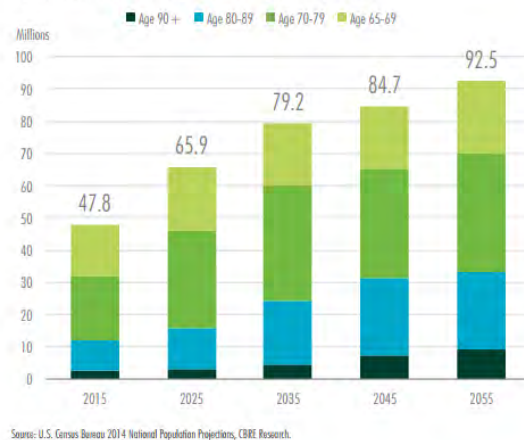
Medical Office

There has been a trend for more lower-cost outpatient centers spaced out through the metro area giving people access to health care closer to where they live. According to the annual Benchmarking Report for the Urgent Care Association in 2018 showed that 70% of patients waited less than 20 minutes to see a provider at an urgent care center, with nearly 94% waiting less than 30 minutes. Because of the comprehensive capabilities for urgent care centers, the report findings show that just 2% of patients had to be diverted to Emergency Rooms.

There will be a need for medical office space in the coming years as the age of Americans over 65 years old will grow substantially as noted below.

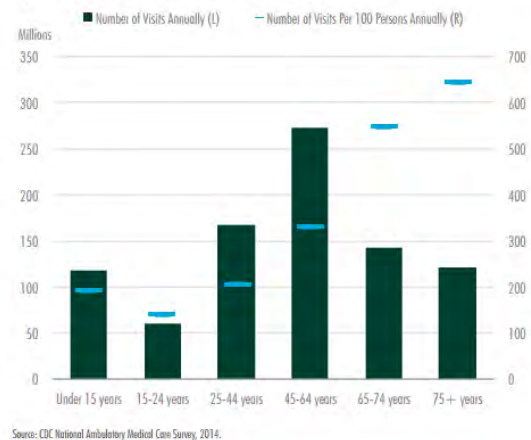
The population of older Americans will nearly double by 2055

Figure 1: U.S. Population Aged 65+: Projections by Decade



Trips to the doctor rise rapidly as people age

Figure 2: Number of Physicians Office Visits by Age



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The population growth in the Seattle area was 8.1% from 2016 to 2021, but it was 23.2% for the 65+ population.

According to a 2023 Cushman & Wakefield National market report:

From 2020 through the beginning of 2022, capital markets activity for medical office buildings (MOBs) saw significant growth in both transaction volume and pricing, spurred by a confluence of factors. Rising rents and occupancy, coupled with interest from a broadening spectrum of institutional investors, contributed to this growth in transactions. In addition, ongoing secular demographic drivers of healthcare coupled with the exogenous event of the COVID-19 pandemic prompted many institutional investors to become new entrants into the MOB market. Over the past year, however, capital markets across commercial real estate asset classes have been impacted by rising interest rates, limited lending and

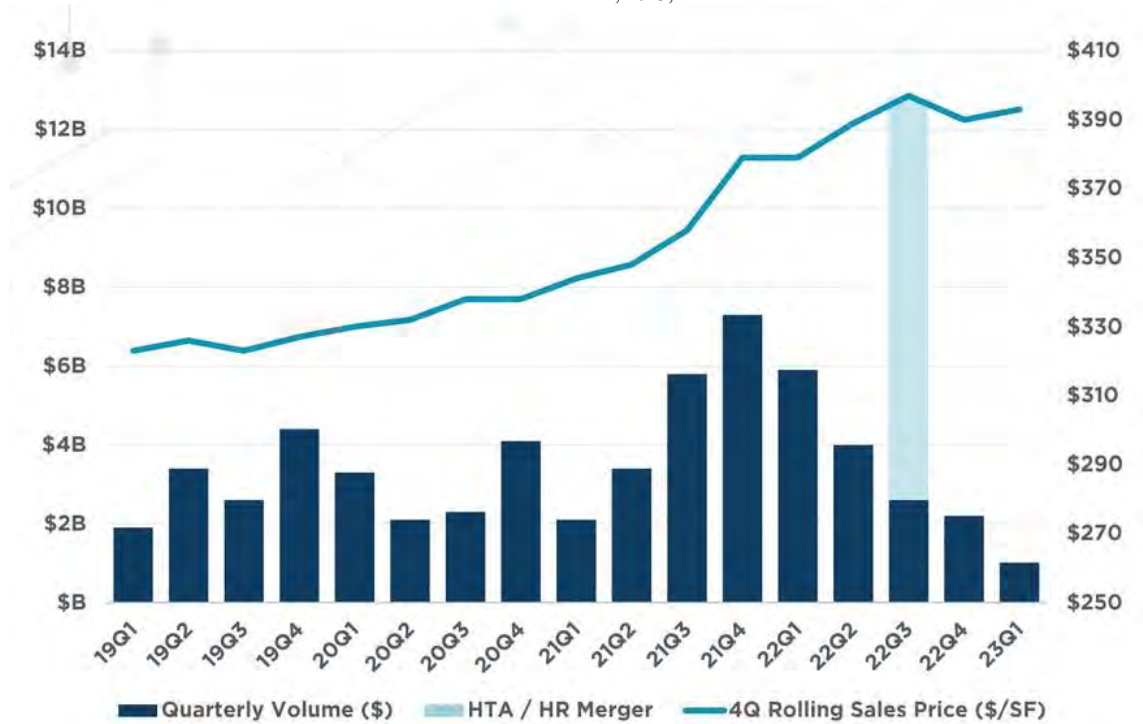
¹⁰ Source: Census & CBRE

caution over the slowing of key economic indices. Medical office has not been immune to these factors, with transaction volume slowing and cap rates beginning to expand. While other asset types have been more adversely affected along key indicators like vacancy and rents, medical office buildings remained resilient. As a result, the sector continues to draw interest from investors and will likely see a growth in transaction activity when debt and equity markets feel comfortable enough to reinitiate acquisitions.

They shown that transaction volume has dropped considerably, but prices are remaining elevated.

Transaction Volume and Pricing

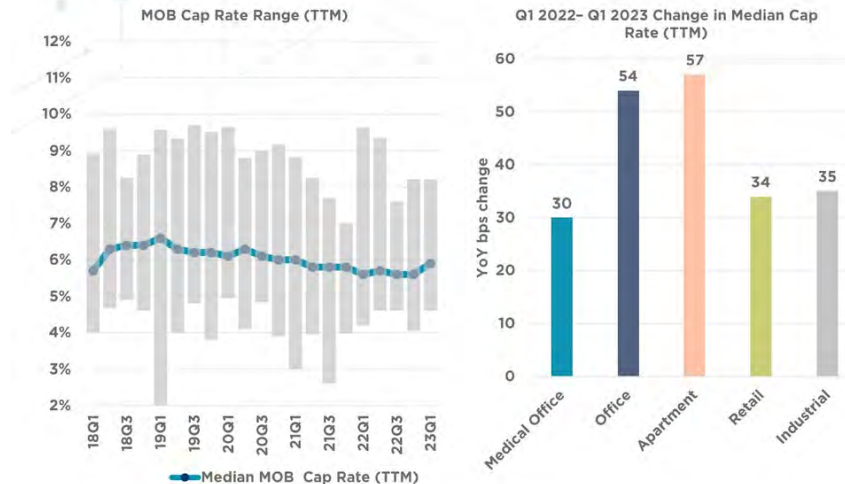
Cushman & Wakefield, 2023, National



The also report that cap rates have increased in the 1st quarter of 2023.

MOB CAP RATES: MAJOR TRENDS

- Expansion of cap rates has affected asset types across the board, MOB cap rates remain less affected than office or industrial



Colliers reports in the 2nd Qtr of 2022 (prior to effects from interest rate increases) that, on a national basis, medical office building sales were at an all-time high. The median cap rate was 5.8% nationally but it is expected that cap rates will rise with the increase of interest rates.

Medical Office: Average Cap. Rates 2016 - Q2 2022 (%)



The Island County medical office market is stable. There have been some sale transfers of medical office buildings. The vacancy rate is relatively low. New construction has been moderate with new and proposed projects noted below.

- Coupeville: \$50m 60,000 SF hospital expansion at WhidbeyHealth Medical (Completed 2017:
- Oak Harbor: Dental office at 744-794 E Whidbey Ave (Proposed 2020).
- Coupeville: Medical office at 30 NW Birch St -Island Facial (Completed 2020)

Coronavirus (COVID-19)

The Covid-19 outbreak was declared a global pandemic by the WHO in March of 2020. It limited travel and damaged the economy in the short term, but the long term damage hasn't been as significant.

The effect on the local area resulted in a loss of income for restaurants, retailers, tourism business, hotels, and other businesses. The travel industry has recovered, but sales are still lower than 2019.

The border with Canada is open for non-essential travel for vaccinated travelers. No recent negative test is required.

The moratorium on rent increases for residential tenants was lifted on 9/1/21. There was also an eviction moratorium, but it was lifted on 8/1/21. There was also a foreclosure moratorium for homeowners that has been lifted. There are 370,000 homeowners in forbearance, but most all of them have equity in the home so foreclosures will be few and far between.

As of May 2023, 71% of Washington State citizens completed the primary series of vaccinations. Governor Inslee lifted the mask mandate in March of 2022 for indoor gatherings and large outdoor events.

It appears that the State of Washington will be living with the virus for an extended period of time. The reality of the current situation is life is mostly normal.

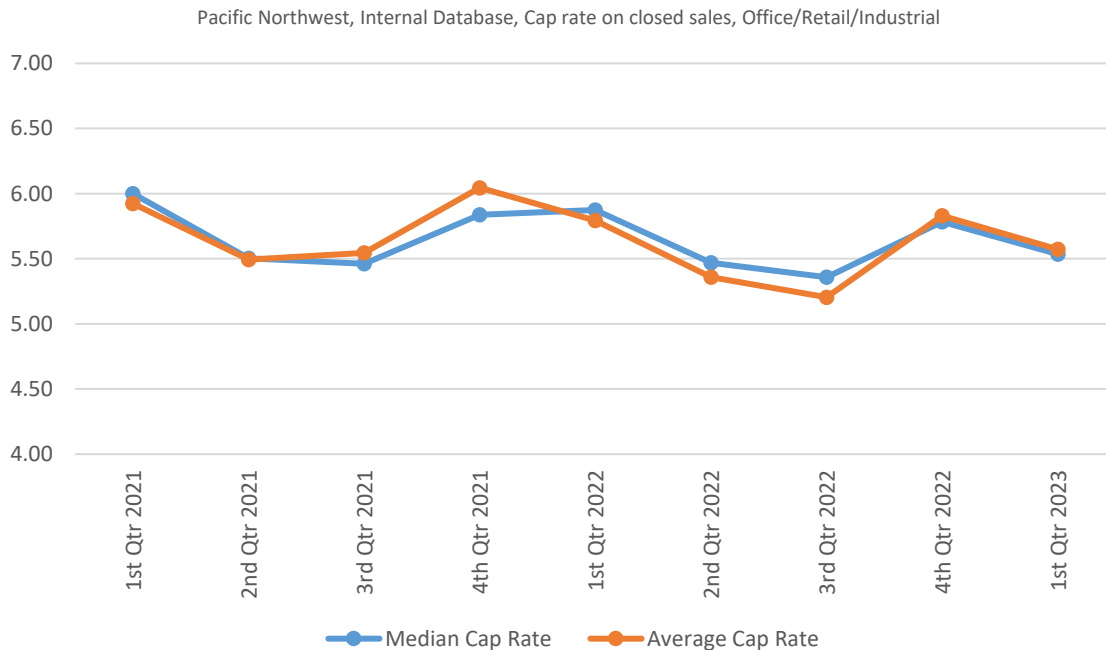
Cap Rates

The increase in interest rates has put upwards pressure on cap rates. This is somewhat property dependent, but brokers are reporting that it is much more difficult to sell properties at the same cap rate as one year ago.

It is difficult to track the changes in cap rates because sellers are reluctant to sell at reduced prices. It is felt that cap rate changes are being felt in all property sectors.

The following graph is the internal database showing the closed cap rates for retail, office, and industrial in the Pacific Northwest. It is not a scientific study and suffers from a lack of quantity in the most recent quarters.

Cap Rate Trends

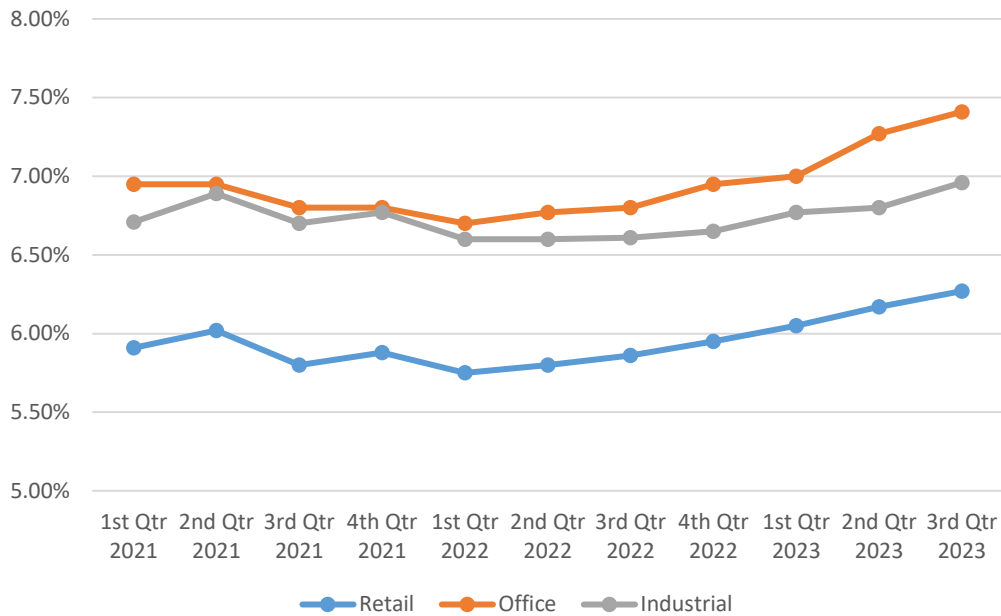


It shows an increase in cap rates from the 3rd Quarter of 2022 to the 4th Quarter, but not higher than late 2021. The data is based on few sales, and it is not scientifically reliable.

The Boulder Group is a national brokerage of single-tenant net-leased properties. They have seen asking cap rates increase in all property sectors from the 1st Quarter of 2022 until today. The change has not been significant, resulting in a change in value of 2.5% to 4.1% from the 2nd Quarter of 2022 to today. This doesn't account for the increase in rental rates during that period, which would erase that loss in value.

Asking Cap Rates

National, Boulder Group, single-tenant net leased Properties



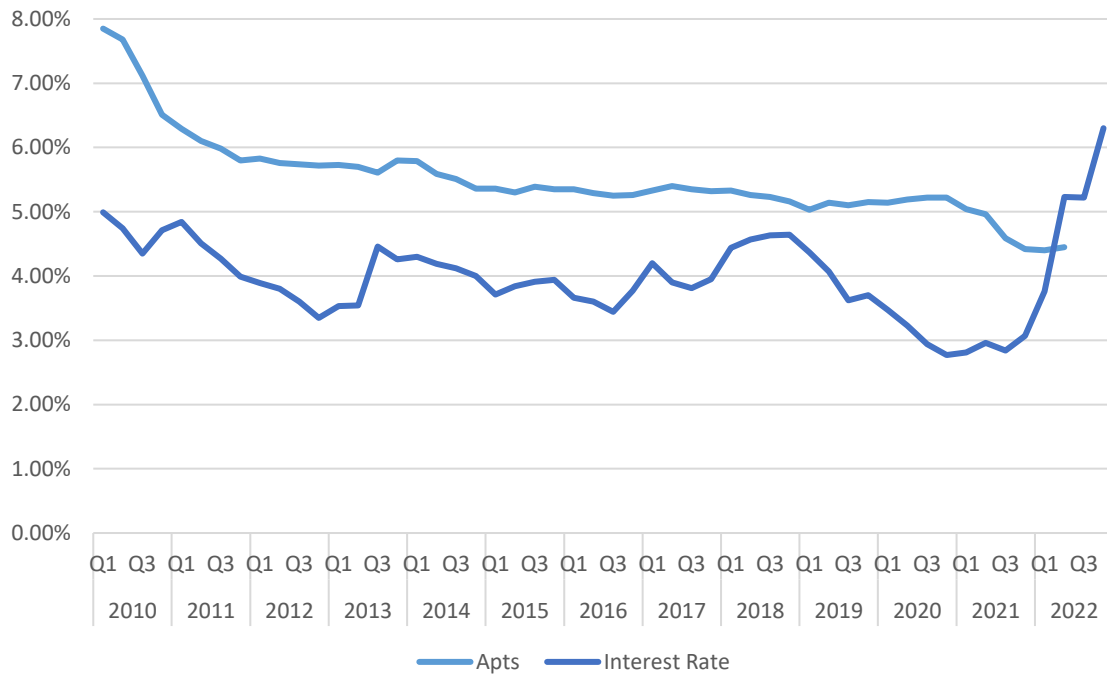
CBRE reported in March of 2023 that cap rate expansion is likely to continue, but may peak in late 2023.¹¹ A CBRE survey in 2023 reported cap rates up 60 basis points (e.g. 10 basis points is the difference between 5.00% and 5.10%) since 2022. Investors expect rates to increase another 25 basis points in 2023 with the greatest upward shift in office and retail.

The issues regarding cap rates are well illustrated in this graph showing interest rates relative to multifamily cap rates (PWC).

¹¹ <https://www.cbre.com/press-releases/cap-rate-expansion-likely-to-continue-but-may-peak-later-in-2023-cbre-survey-finds#:~:text=With%20interest%20rates%20expected%20to,to%20about%20%25%20by%202025.>

Cap Rates vs Interest Rates

PWC Multifamily Cap Rates (National) compared to the 30-year conventional rate



The cap rates tended to follow the interest rates until they diverged in 2022. The PWC survey is not up to date, but it is expected that the cap rate will increase considerably.

Market Analysis Conclusions

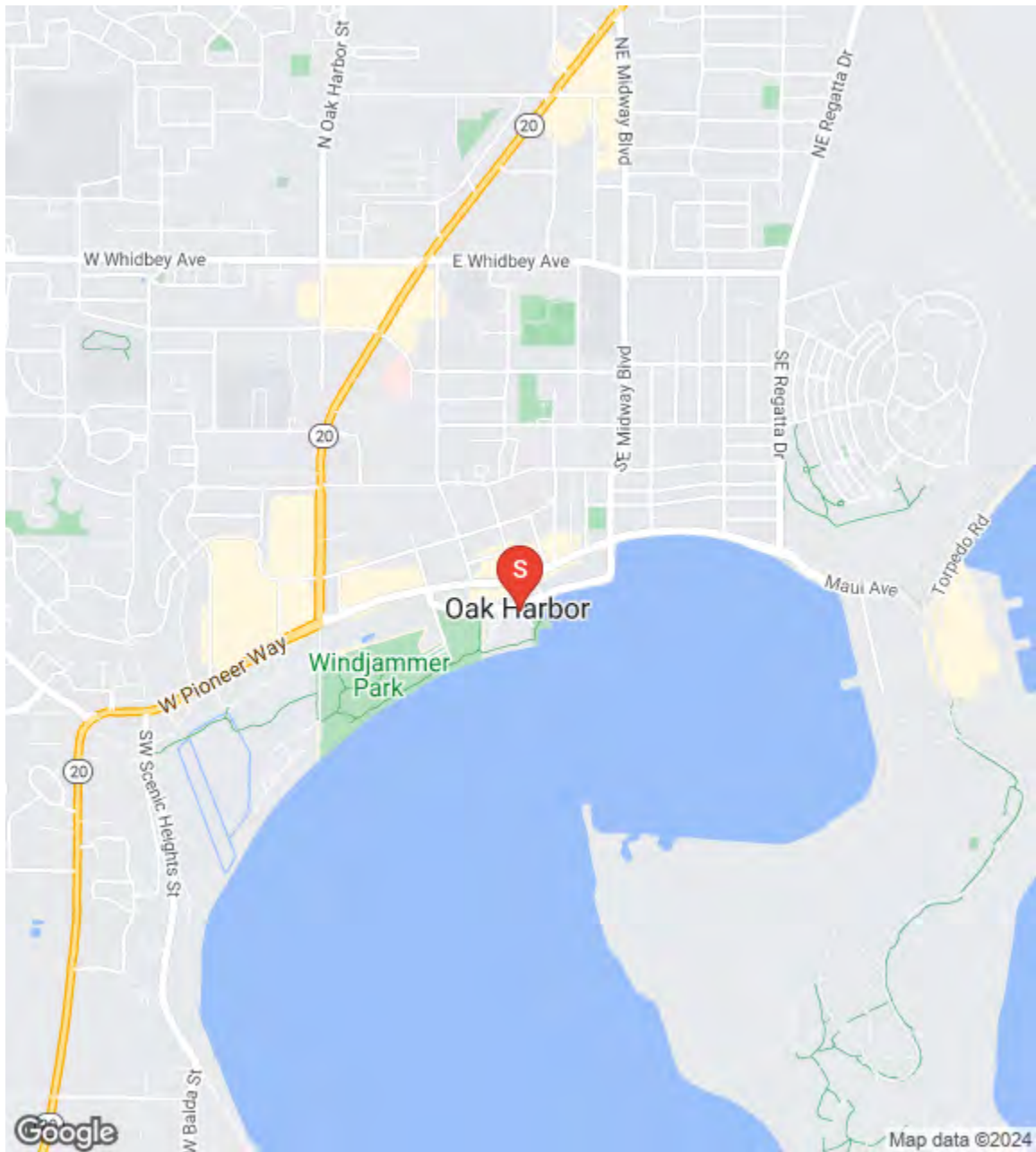
Island County's economy is dependant on the Whidbey Naval Air Station and the retirement community. It is a county with significant coastline and potential for significant tourism dollars. The prospects for the Naval Air Station are mixed. There had been positive growth projected, but the base recently proposed decommissioning five growler squadrons, which would reduce the active personnel by 12%.

Residential values have stabilized but prices are down over the prior year.

There are some new residential and multifamily projects planned in the Oak Harbor area. There isn't much new construction in office, retail, or industrial.

The office market is stable with two small projects planned in Oak Harbor. The retail market is stable with no new projects planned. No excess in vacancy is noted for office or retail.

Location Map



Aerial Map



¹²

¹² Source: PDS IMAP, unknown date

Vicinity Map



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¹³ Source: PDS IMAP, unknown date

Property Description

A 4,674-square-foot office building on a 14,875-square-foot site

Legal Description

Lot 1 of CITY OF OAK HARBOR SHORT PLAT NO. 17th 85 as approved March 27, 1986 and recorded March 28, 1986, in Volume 2 of Short Plats, page 22, under Auditor File No. 88003340, records of Island County, Washington; being a portion of C.W. Sumner Donation Land Claim in Section 2, Township 32 North, Range 1 East of the Willamette Meridian and Reserve B, Ely's Addition to the Town of Oak Harbor, according to the plat thereof recorded in Volume 2 of Plats, page XI, records of Island County, Washington; Said map is a re-recording of map recorded March 19, 1986, under Auditor's File No. 88002933, records of Island County, Washington.
Situating in Island County, Washington

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Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
S6565-00-00B26-1	0.34	14,975	0.34	14,975	level	Irregular

SITE	
Location:	The subject is located on the northeast corner of SE Bayshore Dr and SE Dock St in the City of Oak Harbor on Whidbey Island.
Current Use of the Property:	Office
Site Size:	Total: 0.34 acres; 14,975 square feet Usable: 0.34 acres; 14,975 square feet
Usable Area Comments:	No wetlands were noted. Setbacks are typical of the market. There are no adverse easements that limit the use of the subject property. There are no steep areas that limit the use of the subject property.
Size Determination Method:	Plat map backed up by assessor's records
Shape:	The site is irregularly shaped
Frontage/Access:	<i>Site Access:</i> Site access is good with curb cuts along SE Bayshore Dr. Left turns are permitted entering and exiting the subject property.

¹⁴ Source: Subject Purchase and Sale Agreement dated 11/29/2023

Local Access:

Local access is good. The subject is in the downtown area and is a 7-minute drive to the Naval Air Station Whidbey Island.

Regional Access:

The subject property has average regional access. It is a 1 hour 15-minute drive to Everett and a 1 hour 50-minute drive to Seattle. A ferry to Seattle is an option as well but doesn't reduce the time commitment.

Access with frontage:

- SE Bayshore Dr: 145 feet
- SE Dock St: 110 feet

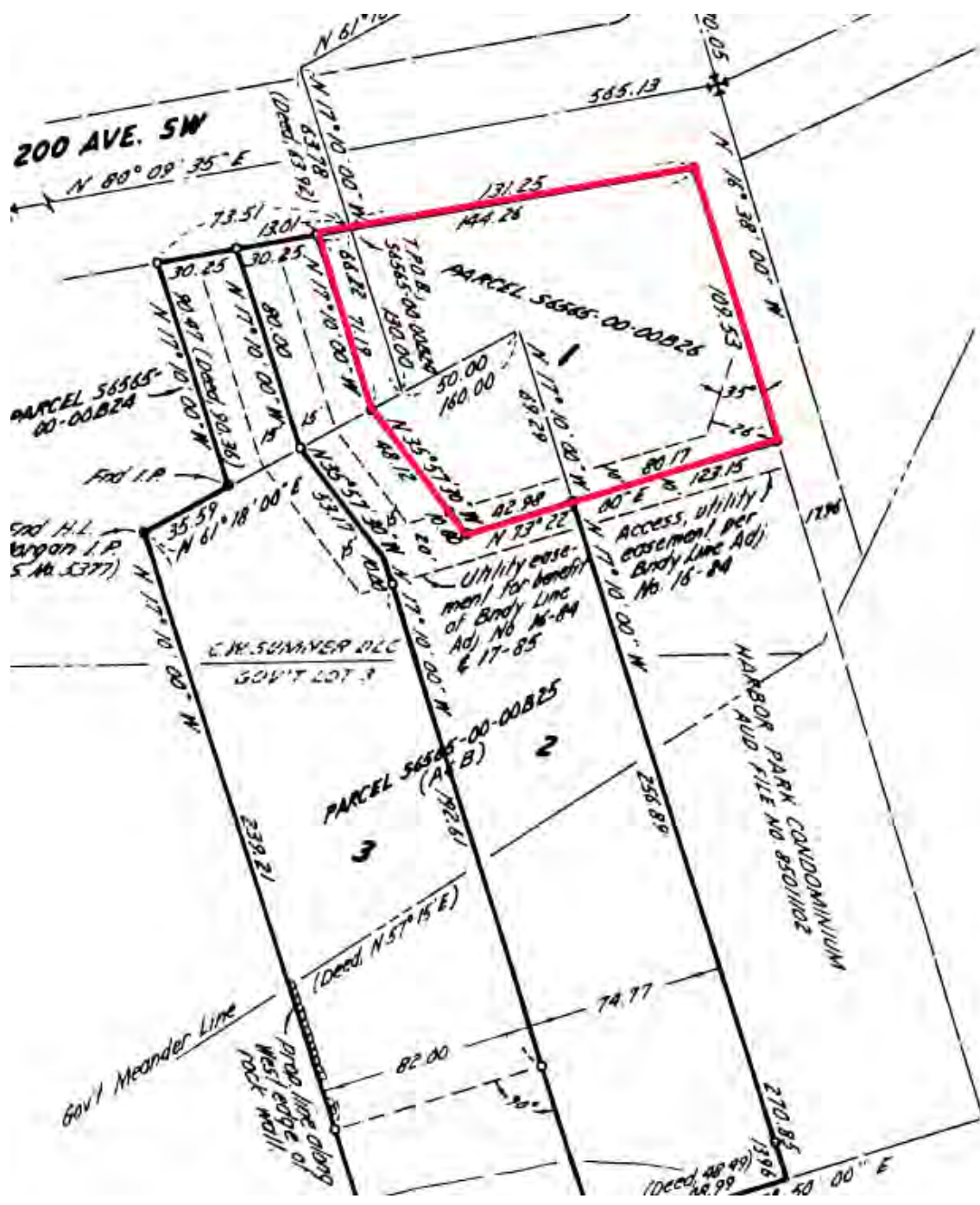
The site has an average depth of 110 feet. It is a corner lot.

Visibility:	Exposure to traffic volumes is average with moderate traffic volumes along SE Bayshore Dr.
Topography:	The subject has level topography at grade and no areas of wetlands.
Landscaping:	Manicured lawn along north portion of the property. Trees and plants around building
Soil Conditions:	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	The subject's utilities are typical and adequate for the market area. The subject has access to power, water, sewer, natural gas, telephone, Cable TV, and broadband internet.
Site Improvements:	Asphalt parking, striping, curbing, concrete walkways
Flood Zone:	The subject is in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is in FEMA flood zone X, which is not classified as a flood hazard area. FEMA Map Number: 53029C0120F FEMA Map Date: March 7, 2017 The subject is not in a flood zone.

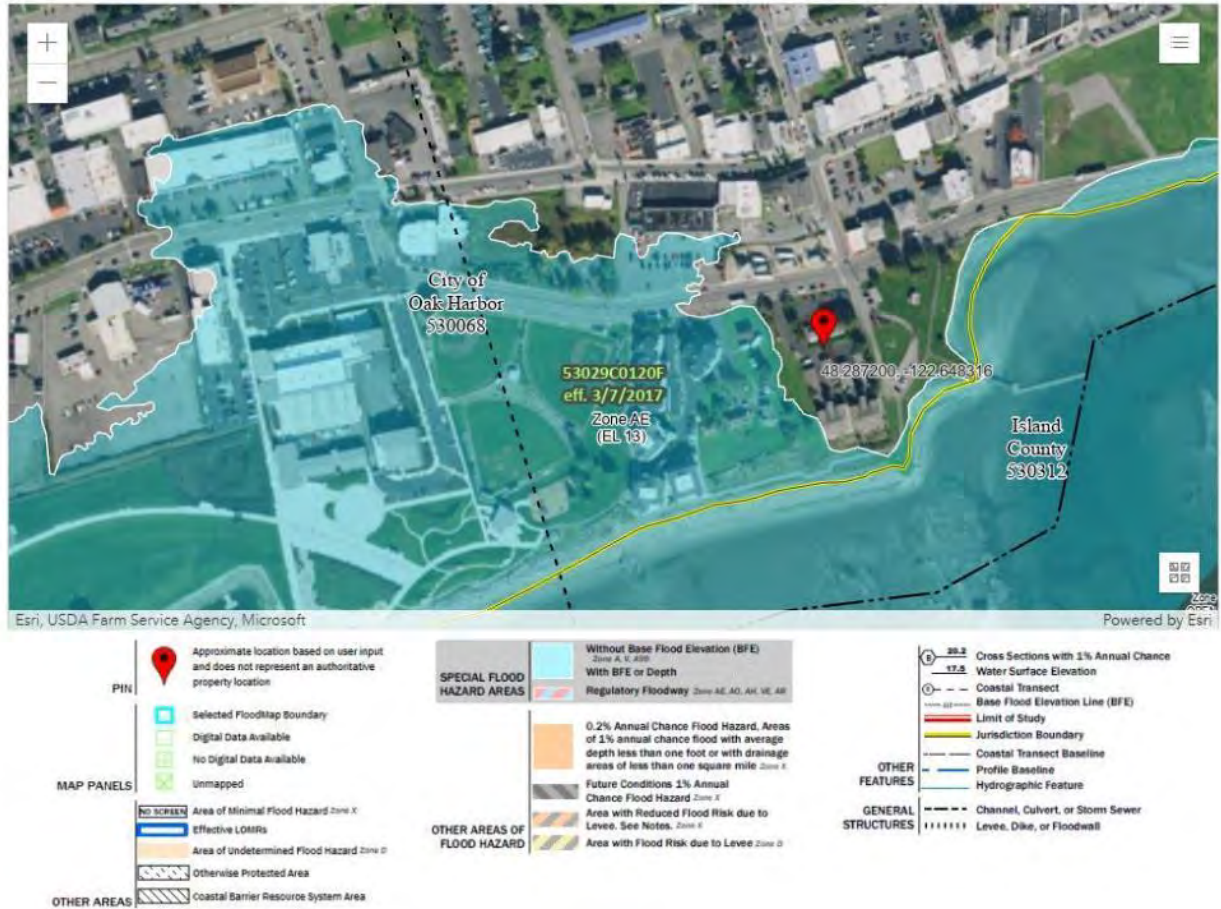
Wetlands/Watershed:	No wetlands were observed during our site inspection, but it is noted that the appraiser is not a professional at delineating wetlands. Please reference the Limiting Conditions and Assumptions.
Earthquake Zone	3
Earthquake Zone Comments	The subject is in an earthquake zone with a moderate to high probability of damaging ground motion. It is the second highest zone from 0 to 4 (0, 1, 2A, 2B, 3, and 4). All of Western Washington is within this zone.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. The subject property is not listed on the Department of Ecology list of contaminated sites, but it is noted that this is not a definitive list. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.
Opportunity Zone:	No <i>Opportunity Zones are low-income and undercapitalized communities where tax incentives are given to encourage those with capital gains to invest.</i> ¹⁵
Site Comments:	The subject site is level and at grade with adjacent streets. The subject has views of the Puget Sound to the south (primarily from the upper floor). There are similar commercial properties directly to the east and west of the subject property. To the north is SE Pioneer Way with various retail and office properties. East of the subject property is a public park on the bay.

¹⁵ <https://opportunityzones.hud.gov/resources/map>

Site Plan



Flood Zone Map



Improvements Description

IMPROVEMENTS DESCRIPTION	
Development/Property Name:	Harbor Place
Property Type:	Office Building
Overview:	A 4,674-square-foot office building on a 14,875-square-foot site

Building Summary						
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Rentable Area	Percent Office
Harbor Place	1986	Average	2.0	4,674	4,674	100.0%

Square Footage Breakdown

	Gross		
Floor	Area	Rentable Area	Usable Area
Main	3,554	3,554	3,554
Second	1,120	1,120	1,120
Total:	4,674	4,674	4,674

GENERAL - HARBOR PLACE	
Building Identification:	Harbor Place
Building Description:	A two-story wood-frame building
Building Class:	A
Construction:	Wood frame
Construction Quality:	Average
Year Built:	1986
Renovations:	Addition added in 2012
Effective Age:	15 years. Refer to the <i>Deferred Maintenance</i> section for a discussion on the condition of the improvements.
Remaining Useful Life:	35
Condition:	Average

Appeal/Appearance: Average

Areas, Ratios & Numbers: Number of Stories: 2.0
 Gross Building Area: 4,674
 Gross Leasable Area: 4,674
 Rentable Area: 4,674
 Number of Units: 1

Gross Site Area: 14,975 square feet
 Usable Site Area: 14,975 square feet

Usable Land to Building Ratio (Rentable): 3.20 to 1

Size Determination Method: Measurement at inspection

FOUNDATION, FRAME & EXTERIOR - HARBOR PLACE

Foundation: Poured concrete slab

Basement: 0 sublevels

Structural Frame: Wooden Frame

Exterior: Painted vertical wood channel

Windows: Double-pane black vinyl

Roof/Cover: Pitched / Asphalt Shingles

Service Access/
Overhead Doors: The building is served by 0 overhead doors; 0 with levelers.

INTERIOR - HARBOR PLACE

Interior Layout: The main entrance leads to a common lobby and entrances to the two office spaces as well as a staircase that leads to the second floor. The office on the west side of the building has three different exercise rooms, a reception area, two private exam rooms, two private offices, and one bathroom. The office on the east side of the building has an open office/reception area, an exam room, a storage room, an office, and two bathrooms. The stairs lead to the second-floor office with two office spaces, a conference room, and a bathroom.

Floor Cover:	Carpet, Linoleum
Walls:	Sheetrock
Ceilings & Ceiling Height:	Acoustic ceiling panels / 8.5' to drop
Lighting:	A mix of fluorescent and incandescent lighting.
Restrooms:	4

MECHANICAL SYSTEMS - HARBOR PLACE

Heating:	Gas furnace
Cooling:	HVAC
Electrical:	Adequate
Plumbing Condition:	Adequate
Sprinkler:	None
Security:	Adequate

PARKING

Parking Type and Number of Spaces:	Type: Paved open surface parking Spaces: 17 Condition: Average
Parking Ratio:	3.64 spaces per 1,000 square feet.
Land to Building Ratio:	3.20 to 1

PROPERTY ANALYSIS

Design & Functional Utility:	The design of the office building is consistent with modern standards. Ceiling heights are adequate, office space square footage is typical, and parking is adequate on site. The building is being occupied by one tenant, but it could easily
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be divided into three separate units. No functional obsolescence is noted. No external obsolescence is noted.

Deferred Maintenance: The subject building was originally constructed in 1986. It has a chronological age of 38 years. The building is mostly original but interior updates have been completed over time as needed. An addition was added to the southwest portion of the building in 2012. The HVAC units were replaced in 2007. The exterior appears to be original and normal wear and tear was noted. The roof is original and has no known issues at the current time. The effective age is estimated at 15 years based on a 50-year life, which is a physical depreciation of 30%. No deferred maintenance is noted.

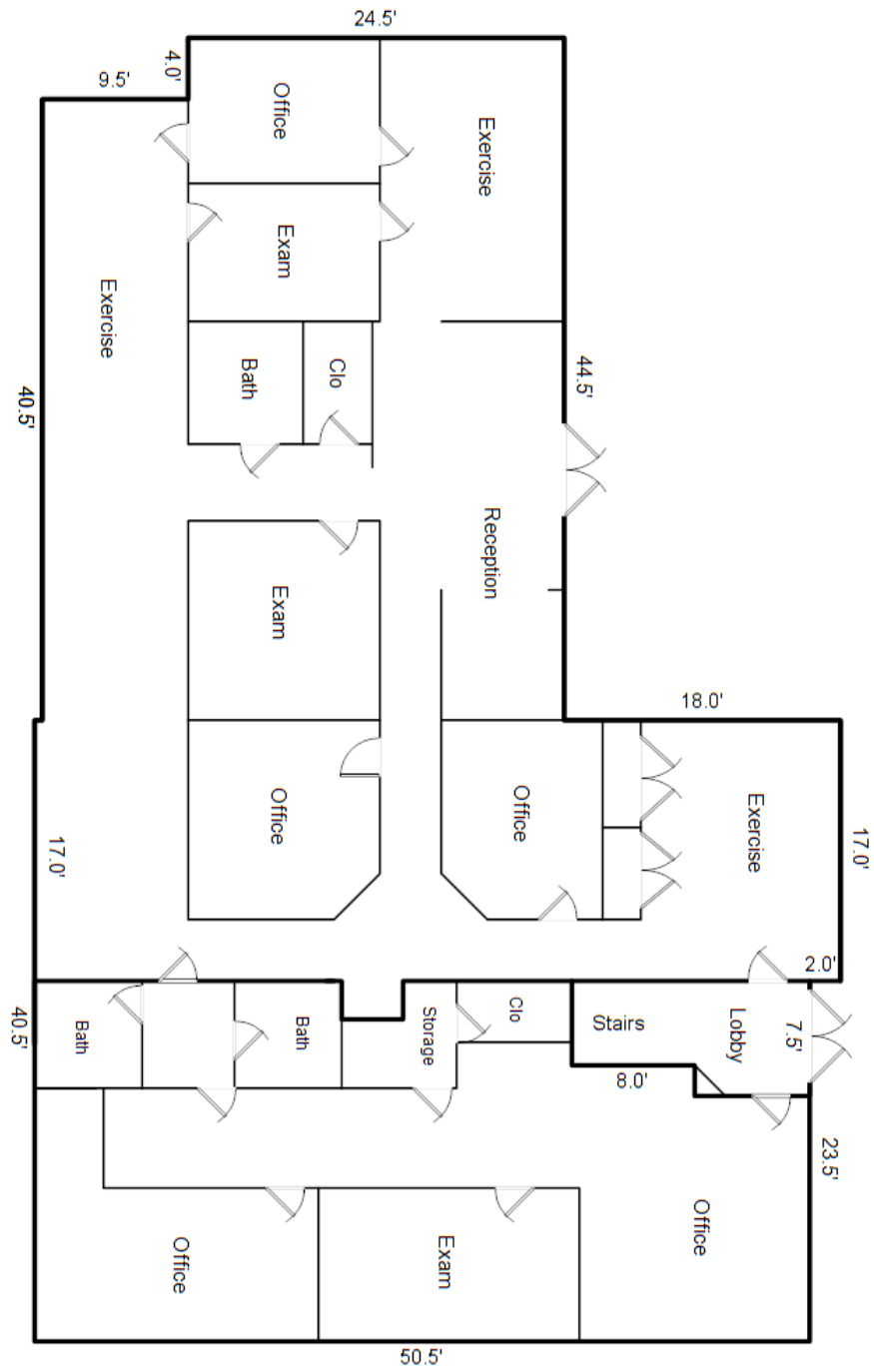
Planned Capital Improvements:

None

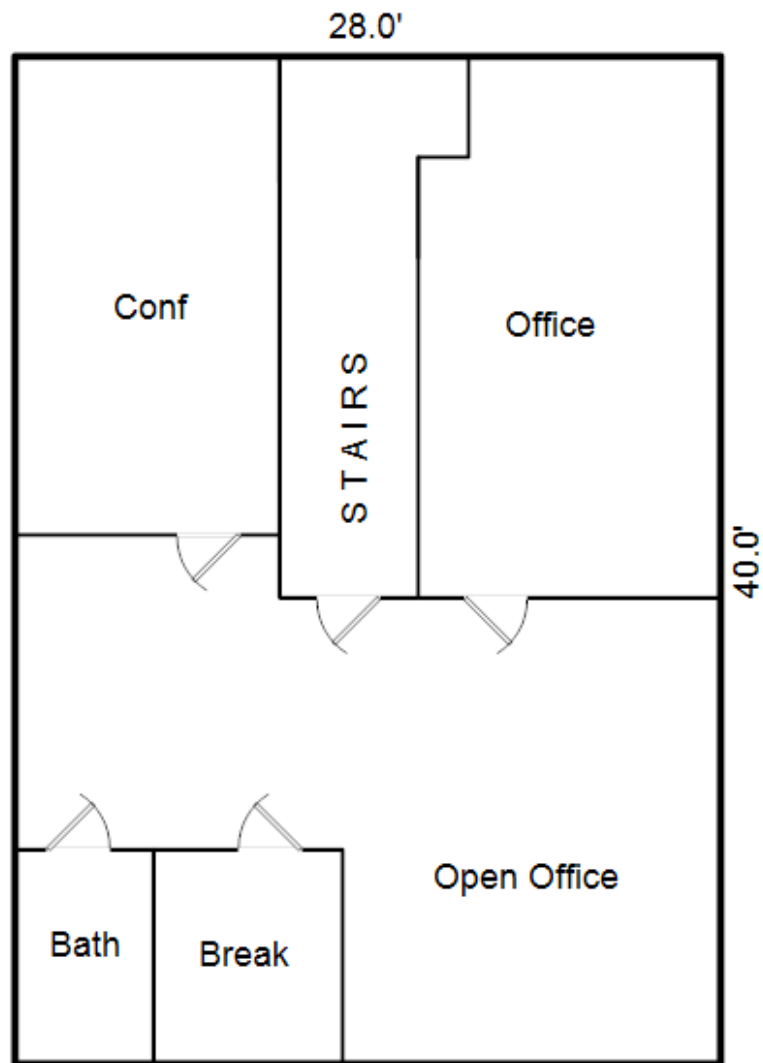
Furniture, Fixtures, and Equipment (FF&E)

There are no furniture, fixtures, and equipment (FF&E).

Improvements Plan



Main Floor



Lower Floor

Subject Photographs



View of subject property looking southwesterly



View of subject property looking southwesterly



View of subject property looking southerly



View of subject property looking southeasterly



View of subject property looking southwesterly



View of subject property looking northwesterly



View of subject property looking westerly



View of subject property looking westerly



Interior view of subject property



Interior view of subject property



Interior view of subject property



Interior view of subject property



Interior view of subject property



Interior view of subject property



Interior view of subject property



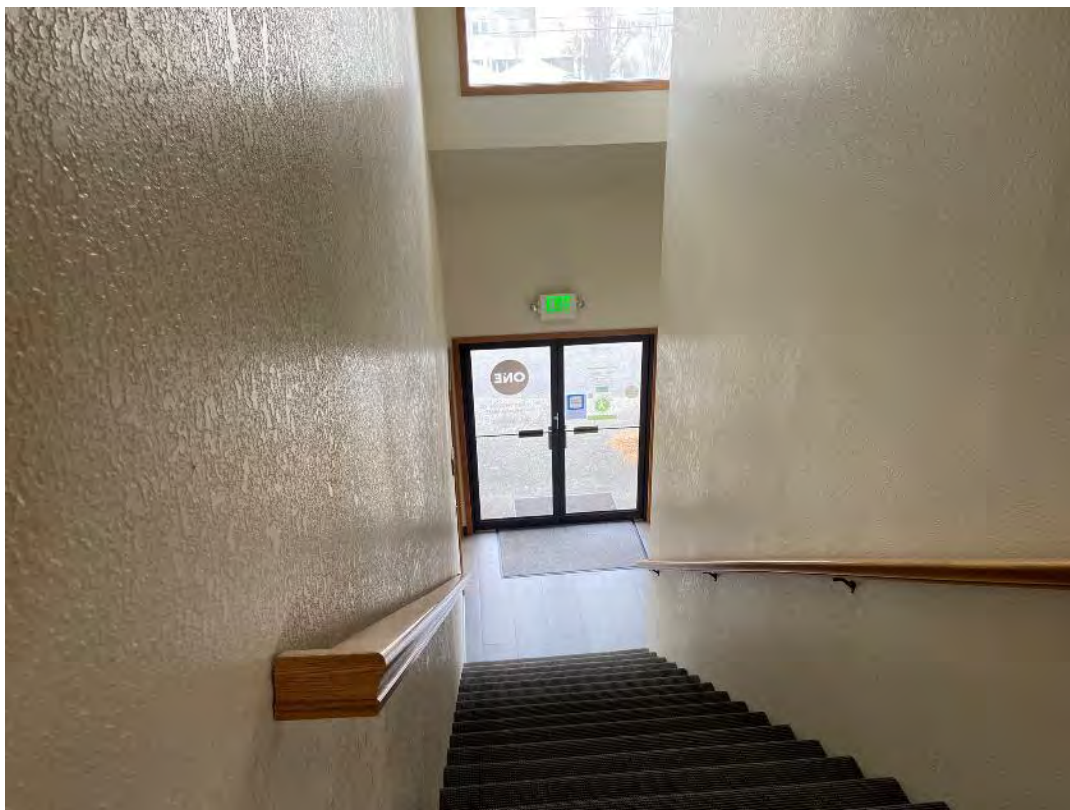
Interior view of subject property



Interior view of subject property



Interior view of subject property



Interior view of subject property



View of SE Bayshore Dr looking westerly



View of SE Dock St looking southerly

Assessment and Taxes

Taxing Authority Island County

Assessment Year 2023

Real Estate Assessment and Taxes						
Tax ID	Land	Improvements	Other	Total Assessment	Tax Rate	Taxes
S6565-00-00B26-1	\$239,615	\$498,078	\$0	\$737,693	8.95	\$5,933

Comments

Taxes are typical for the area. There are no special assessments noted.

Zoning

LAND USE CONTROLS	
Zoning Code	CBD
Zoning Authority	City of Oak Harbor
Current Use Legally Conforming	The subject is a legal conforming use.
Zoning Change Likely	A zoning change is unlikely.

Zoning

CBD (CBD-1), Central Business District, City of Oak Harbor

According to the Oak Harbor Planning Department, the subject property is zoned CBD. The central business district (CBD) is intended to preserve and enhance the unique harbor location of the city's heritage with the character of the traditional center of social, cultural and retail activity. Mixed use developments, combining retail and visitor-oriented activities on the ground floor with office, retail and residential uses above, are required. Within the district, pedestrian-oriented activity is encouraged. Standards and design guidelines are adopted to enhance and maintain a pedestrian-friendly environment. Incentives are also provided to encourage the development of mixed-use projects.

Subdistricts CBD-1 and CBD-2 are created in order to provide for flexibility of residential development within specific areas of the central business district. Large surface parking lots are not encouraged. Shared clustered parking areas in the middle of blocks are allowed away from street frontages. Access driveways are to be kept at a minimum to promote safety and convenience of pedestrians.¹⁶

Permitted uses include retail, bars, restaurants, hotels, offices, residential above commercial (or on the main level in CBD1 or CBD2), and theaters. Conditional uses include coffee kiosks, health clubs, parking lots, and swimming pools.

Minimum residential density:

District	Minimum	Maximum
CBD	None	None
CBD-1	9 du/ac	None
CBD-2	13 du/ac	None

¹⁶ Source: Oak Harbor Municipal Code

There is no minimum lot area, lot width, or lot depth. There are no setbacks. Maximum building height is 35 feet except:

- (a) In CBD: building height may be increased to 45 feet if ground floor retail space (as defined in OHMC 19.20.300) is developed in conjunction with a residential use;
- (b) In CBD-2: building height may be increased to 45 feet for residential development (without a retail component);
- (c) In CBD: building height may be increased to 45 feet for nonresidential uses or mixed use projects upon approval of the design review board and by providing additional urban amenities as defined in the Oak Harbor commercial and industrial design guidelines;
- (d) In CBD: building height may be increased to 55 feet for nonresidential uses or mixed use projects upon approval of the design review board and by providing additional urban amenities as defined in the Oak Harbor commercial and industrial design guidelines. The design review board shall specifically review the proposed project and building height for its impacts on waterfront and mountain views and require reasonable mitigation as necessary;

No parking is required for commercial uses. Residential parking per Chapter 19.44OHMC.

The subject property as an office building is a legal permitted use.

Zoning Map



Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

1. **Legally Permissible:** What uses are permitted by zoning and other legal restrictions?
2. **Physically Possible:** To what use is the site physically adaptable?
3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Legally Permissible

The subject property is zoned CBD-1, which allows a variety of office, retail, commercial, and multifamily uses, but limited industrial and single-family residential uses.

Physically Possible

The subject site would be physically adaptable to a myriad of uses including office, retail, commercial, and mixed use. As a result, the subject property has no physical restraints that would preclude it from being developed into any of the above uses.

Financially Feasible

The subject property features good exposure to SE Bayshore Dr. Mixed-use is financially feasible along SE Bayshore Dr. There is new retail development to the west with Mod Pizza and Grocery Outlet and Sonic Burger and Popeye's proposed, but these developments have frontage on SR 20. The subject is inferior in exposure to traffic volumes. The subject is located in CBD-1, which allows multifamily on all levels with a maximum height of 55 feet and no setbacks. Multifamily is very healthy in the area and due to the lack of retail exposure and proximity to the water, multifamily development would be financially feasible.

Highest and Best Use of the Site as Vacant

The highest and best use of the site, as vacant, is for Multifamily. An apartment building is consistent with the highest and best use as vacant.

Highest and Best Use as Improved

The highest and best use of the subject as improved is office.

The market value of the subject property as improved is far higher than the value of the land for redevelopment into multifamily. As a result, the *highest and best use as improved* is to continue the current use of the property.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because the age of the improvements makes depreciation difficult to accurately measure. In addition, this is the least credible approach to value.

A **sales comparison analysis** was considered and was developed because there is adequate market data available to develop a value opinion and this approach reflects the market behavior of a typical buyer for this property type.

An **income analysis** was considered and was developed because the subject is an income producing property and there is adequate data to develop a value opinion from this approach.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution, and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale, and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data is reconciled for a final indication of value via the Sales Comparison Approach.

Comparables

We have researched five comparables for this analysis; these are documented on the following pages followed by a location map and an analysis grid.

Comp	Address City	Date	Price	Rentable Area	Year Built	Price Per RA
Subject	785 SE Bayshore Dr Oak Harbor			4,674	1986	
1	840 SE Bayshore Oak Harbor	7/25/23	\$800,000	4,124	1987	\$193.99
2	830 SE Bayshore Dr Oak Harbor	12/29/21	\$1,000,000	4,405	1986	\$227.01
3	32895 SR 20 Oak Harbor	12/13/22	\$763,000	2,604	1977	\$293.01
4	916 SE Bayshore Dr Oak Harbor	6/2/23	\$1,585,000	5,896	1982	\$268.83
5	1204 Cleveland Ave Mount Vernon	8/11/23	\$738,000	3,136	1983	\$235.33

Comparable 1



Transaction			
ID	22327	Date	7/25/2023
Property Name	Bayshore Chiropractic	Price	\$800,000
Address	840 SE Bayshore	Analysis Price	\$800,000
City	Oak Harbor	Price Per RA	\$193.99
Grantor	Lillian Madeiros et al	Financing	Conv
Grantee	By the Bay Properties LLC	Property Rights	Leased Fee
Property Major Type	Office	Days on Market	198
Property Type	Mixed Use	Verification	Marissa Evans, broker
Property Sub Type	NA	Transaction Type	Closed Sale
Site			
Acres	0.2	Tax ID	S6565-00-00C0B-0
Land SF	7,562	Zoning	CBD
Usable Land SF	7,562	Flood Zone	X
Land to Building Ratio	1.83	Encumbrance or Easement	None
Deferred Maintenance	None	Environmental Issues	None
Parking Ratio RA	1.45	Cooling	Yes
Improvements & Financial Data			
GBA	4,124	PGI	\$75,503
Rentable Area	4,124	EGI	\$71,728
No. of Units	3	Expense Ratio	29.41%
Year Built	1987	NOI	\$50,632
Renovations	None	Cap Rate	6.33%
Construction	Wood frame	Book/Page or Reference Doc	4564011
Comments			

The Property sold for \$800,000. It was listed at \$1,000,000 and was on the market for 198 days before going under contract. The buyers will occupy the main floor as a salon. The broker stated that the seller accepted the lower offer due to a lack of interest in the asking price. The building has 2,020 square feet on the main floor and 2,104 square feet on the upper floor. The upper floor has an apartment tenant who has been there since 2017, and a commercial space with an esthetician tenant for five months. Confirmed with Marissa Evans, broker, at (360) 969-9182.

Comparable 2



Transaction			
ID	22299	Date	12/29/2021
Property Name	The Seaside Spa & Salon	Price	\$1,000,000
Address	830 SE Bayshore Dr	Analysis Price	\$1,000,000
City	Oak Harbor	Price Per RA	\$227.01
Grantor	Carla Dozier	Financing	Conv/Seller
Grantee	Molly Mcpherson	Property Rights	Leased Fee
Property Major Type	Retail-Commercial	Days on Market	0
Property Type	Street Retail	Verification	Carla Dozier, seller
Property Sub Type	NA	Transaction Type	Closed Sale
Site			
Acres	0.3	Tax ID	S6565-00-00C16-0
Land SF	11,308	Zoning	OH
Usable Land SF	11,308	Flood Zone	No
Land to Building Ratio	2.57	Encumbrance or Easement	None
Deferred Maintenance	None	Environmental Issues	None
Parking Ratio RA	4.09	Cooling	Yes
Improvements & Financial Data			
GBA	4,405	PGI	NA
Rentable Area	4,405	EGI	NA
No. of Units	4	Expense Ratio	NA
Year Built	1986	NOI	NA
Renovations	None	Cap Rate	NA
Construction	Wood Frame	Book/Page or Reference Doc	4536915
Comments			

A two-story, multi-tenant commercial building that was an off-market sale. The buyer approached the seller with a strong offer. There was some motivation from the buyer to purchase the building and open a new salon/spa in the old salon space. There was no additional money paid for the business, but the buyer did anticipate a benefit to gain some of the existing clientele. No personal property was included in the sale. The seller had a brand new roof installed and repaired the siding of the building shortly before the sale of the property. The buyer got \$500k in conventional financing plus \$375k in seller financing. Confirmed with seller Carla Dozier at 360-969-1640.

Comparable 3



Transaction			
ID	20451	Date	12/13/2022
Property Name	First Command Building	Price	\$763,000
Address	32895 SR 20	Analysis Price	\$763,000
City	Oak Harbor	Price Per RA	\$293.01
Grantor	Gerald D Hettich et al	Financing	Conv
Grantee	JJAG Holdings	Property Rights	Fee Simple
Property Major Type	Office	Days on Market	41
Property Type	Office Building	Verification	Tyler Fitzgerald, broker
Property Sub Type	NA	Transaction Type	Closed Sale
Site			
Acres	0.3	Tax ID	S7020-00-00004-3
Land SF	11,254	Zoning	C-3
Usable Land SF	11,254	Flood Zone	No
Land to Building Ratio	4.32	Encumbrance or Easement	None
Deferred Maintenance	None	Environmental Issues	None
Parking Ratio RA	6.14	Cooling	Yes
Improvements & Financial Data			
GBA	2,604	PGI	NA
Rentable Area	2,604	EGI	NA
No. of Units	1	Expense Ratio	NA
Year Built	1977	NOI	NA
Renovations	Periodic	Cap Rate	NA
Construction	Wood Frame	Book/Page or Reference Doc	4554662
Comments			

The property is a two-story professional office building with a predominantly wooden frame exterior. Initially listed at \$788,000 in July 2022, the property secured a contract within two months. The broker reported that they accepted the lower offer and that there were no other competing offers. The buyer is an optometrist who opened his practice on the property. The property was acquired by an optometrist who has established their practice on site. Confirmed with Tyler Fitzgerald, broker, at 360-544-2255.

Comparable 4



Transaction			
ID	22300	Date	6/2/2023
Property Name	Alfy's Pizza Bldg	Price	\$1,585,000
Address	916 SE Bayshore Dr	Analysis Price	\$1,585,000
City	Oak Harbor	Price Per RA	\$268.83
Grantor	Olson Family Group LLC	Financing	Conv
Grantee	Corridors Ventures LLC	Property Rights	Fee Simple
Property Major Type	Retail-Commercial	Days on Market	NA
Property Type	Street Retail	Verification	Rick Chapman, broker
Property Sub Type	NA	Transaction Type	Closed Sale
Site			
Acres	0.6	Tax ID	See comments
Land SF	27,482	Zoning	OH
Usable Land SF	27,482	Flood Zone	No
Land to Building Ratio	4.66	Encumbrance or Easement	None
Deferred Maintenance	None	Environmental Issues	None
Parking Ratio RA	5.94	Cooling	Yes
Improvements & Financial Data			
GBA	5,896	PGI	NA
Rentable Area	5,896	EGI	NA
No. of Units	1	Expense Ratio	NA
Year Built	1982	NOI	NA
Renovations	None	Cap Rate	NA
Construction	Wood Frame	Book/Page or Reference Doc	4560698

Comments

This was an off-market sale. It consists of two parcels: parcel # S8180-00-00032-0, which has a 5,896-square-foot commercial building on a 19,924-square-foot lot, and parcel # S8180-00-00031-, an adjoining asphalt parking lot. The building was for lease and the buyer reached out to the seller asking if they'd be interested in selling the building instead. With the assistant of the buyer's agent, a deal was agreed upon. The buyer will renovate the existing building into a four plex and residential project and use the rest of the site in a development with the neighboring parcel. The building was vacant at the time of sale.

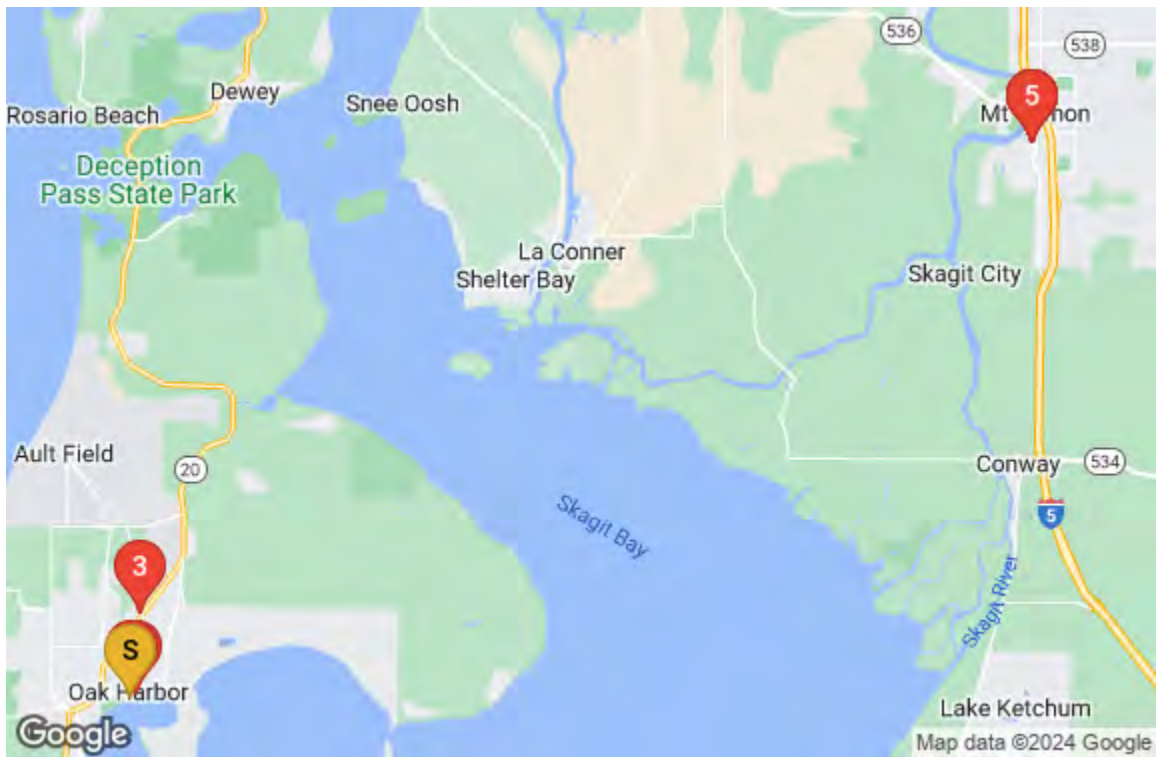
Comparable 5



Transaction			
ID	23457	Date	8/11/2023
Property Name	Skagit Professional Building	Price	\$738,000
Address	1204 Cleveland Ave	Analysis Price	\$738,000
City	Mount Vernon	Price Per RA	\$235.33
Grantor	Skagit Professional Center LLC	Financing	Conv
Grantee	Skagit Professional Buildings	Property Rights	Leased Fee
Property Major Type	Office	Days on Market	0
Property Type	Office Building	Verification	Troy Muljat, broker
Property Sub Type	NA	Transaction Type	Closed Sale
Site			
Acres	0.2	Tax ID	P54308
Land SF	9,000	Zoning	NA
Usable Land SF	9,000	Flood Zone	No
Land to Building Ratio	2.87	Encumbrance or Easement	None
Deferred Maintenance	None	Environmental Issues	None
Parking Ratio RA	2.55	Cooling	HVAC
Improvements & Financial Data			
GBA	3,136	PGI	\$50,176
Rentable Area	3,136	EGI	\$47,667
No. of Units	1	Expense Ratio	1.97%
Year Built	1983	NOI	\$46,726
Renovations	None	Cap Rate	6.33%
Construction	Wood Frame	Book/Page or Reference Doc	202308110051
Comments			

Office building divided into smaller offices at the time of sale. It was leased to executive office style users on a month-to-month basis. The rents ranged from \$250 to \$1,250 per month and totaled \$4,325 per month on a gross basis, but were below market rent. The broker listed the property based on a rent of \$16/SF NNN, which would imply a cap rate of 6.3%. It was listed at \$750,000 and the seller accepted a lower offer of \$738,000 after three weeks.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in all areas. On the following page is a sales comparison grid displaying the subject property, the comparables, and the adjustments.

Analysis Grid			Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	785 SE Bayshore Dr	City	840 SE Bayshore	830 SE Bayshore Dr	32895 SR 20	916 SE Bayshore Dr	1204 Cleveland Ave
Transaction Type	Oak Harbor		Oak Harbor	Oak Harbor	Oak Harbor	Oak Harbor	Mount Vernon
Date			Closed Sale	Closed Sale	Closed Sale	Closed Sale	Closed Sale
Price			7/25/2023	12/29/2021	12/13/2022	6/2/2023	8/11/2023
Rentable Area			\$800,000	\$1,000,000	\$763,000	\$1,585,000	\$738,000
Rentable Area Unit Price	4,674		4,124	4,405	2,604	5,896	3,136
			\$193.99	\$227.01	\$293.01	\$268.83	\$235.33
Transaction Adjustments							
Property Rights			Leased Fee 0.0%	Leased Fee 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Leased Fee 0.0%
Financing			Conv 0.0%	Conv/Seller -0.7%	Conv 0.0%	Conv 0.0%	Conv 0.0%
Conditions of Sale			Normal 0.0%	Normal 0.0%	Normal 0.0%	Normal 0.0%	Normal 0.0%
Expenditures After Sale			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Rentable Area Unit Price			\$193.99	\$225.43	\$293.01	\$268.83	\$235.33
Market Trends	6/1/2022	8.0%	0.0%	3.3%	0.0%	0.0%	0.0%
Adj. Rentable Area Unit Price			\$193.99	\$232.87	\$293.01	\$268.83	\$235.33
Subsequent Trends Ending	1/29/2024	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Rentable Area Unit Price			\$193.99	\$232.87	\$293.01	\$268.83	\$235.33
Characteristics Adjustments							
Location/Exposure	Avg/Avg		Avg/Avg	Avg/Avg	Avg+/Avg+	Avg/Avg	Gd/Avg+
% Adjustment			0.0%	0.0%	-5.5%	0.0%	-8.5%
\$ Adjustment			\$0.00	\$0.00	-\$16.02	\$0.00	-\$20.09
Year Built	1986		1987	1986	1977	1982	1983
% Adjustment			-2.5%	-3.7%	2.5%	2.5%	1.2%
\$ Adjustment			-\$4.81	-\$8.66	\$7.27	\$6.67	\$2.92
Land to Building Ratio	3.20		1.8	2.6	4.3	4.7	2.9
% Adjustment			7.1%	2.8%	-5.1%	-5.4%	1.4%
\$ Adjustment			\$13.70	\$6.53	-\$14.91	-\$14.57	\$3.34
Size of Building	4,674		Sim	Sim	-	Sim	-
Quality	Average		Sim	Sim	-	Sim	Sim
Other	None		Sim	-	Sim	-	Sim
Adjusted Price per Square Foot			\$202.88	\$230.74	\$269.35	\$260.92	\$221.50
Net Adjustments			4.6%	-0.9%	-8.1%	-2.9%	-5.9%
Gross Adjustments			9.5%	6.5%	13.0%	7.9%	11.2%
Net Qualitative Adj.			Sim	-	--	-	-

Comparable Sale Adjustments

Property Rights

- ▶ No adjustments were appropriate.

Financing

- ▶ Comp 2 had seller financing, so an adjustment was appropriate.

Conditions of Sale

- ▶ No adjustments were required. No short sales were noted.

Expenditures After Sale

- ▶ No adjustments were appropriate.

Economic Trends

▶ The market has improved in the past couple of years. As stated in the *Market Analysis* rental rates have increased modestly in the region. PWC rates nationally suggest a decrease in cap rates over the past few years and a slight increase in rental rates. The local market is healthy. It appears the pandemic has not negatively affected many property types in the long term. Repeat sales show an annual appreciation of approximately 9.6% per year. Interest rates began to increase considerably in early 2022, which has pushed up borrowing costs and resulting in a halt to the appreciation in real estate.

Address	City	1st Sale Date	1st Sale Price	2nd Sale Date	2nd Sale Price	Annual Appreciation Rate
2407 Gibson Rd	Everett	07/19/17	\$5,325,000	01/06/21	\$7,115,000	9.7%
1118 First St	Snohomish	01/25/17	\$1,400,000	02/16/21	\$1,750,000	6.2%
5160 Industrial Pl #106	Ferndale	08/29/16	\$335,000	05/28/21	\$465,000	8.2%
12521 Evergreen Dr	Mukilteo	07/07/16	\$2,616,000	11/03/21	\$4,250,000	11.8%
13018 39th Ave SE	Everett	03/06/18	\$2,616,000	07/11/22	\$3,155,000	4.7%
1314 26th St	Everett	06/25/13	\$425,000	07/01/22	\$962,000	14.0%
926 E Whidbey Ave	Oak Harbor	08/06/19	\$535,000	07/15/22	\$755,000	14.0%
720 W Division St	Mount Vernon	10/13/16	\$450,000	06/28/22	\$650,000	7.8%
Average						9.6%

We correlate the adjustment at 8% per year, but no adjustment after 6/1/22.

Location/Exposure

▶ This adjustment is based on the general location of each comparable sale compared to the subject property and exposure to traffic volumes. Comps 3 and 5 are definitely superior on State Route 20 in Oak Harbor and in Mount Vernon.

Age/Condition

▶ The analysis shows this as ‘year built’, but this reflects the overall condition of the property with the actual age of the building, level of updating that has occurred, and level of maintenance that has been performed on the property. The effective ages were estimated and divided into the economic life and multiplied with the estimated improvements ratio to come up with an adjustment. The effective life utilized for the adjustment was 50 years.

Land to Building Ratio

▶ The land to building ratio is 3.20 with 3.64 parking stalls per 1,000 square feet of building area. Additional land and parking was adjusted at 67% of the underlying land value per square foot.

Qualitative Adjustments

▶ Size of Building

Smaller investments tend to sell for more on a per-square-foot basis.

▶ Quality

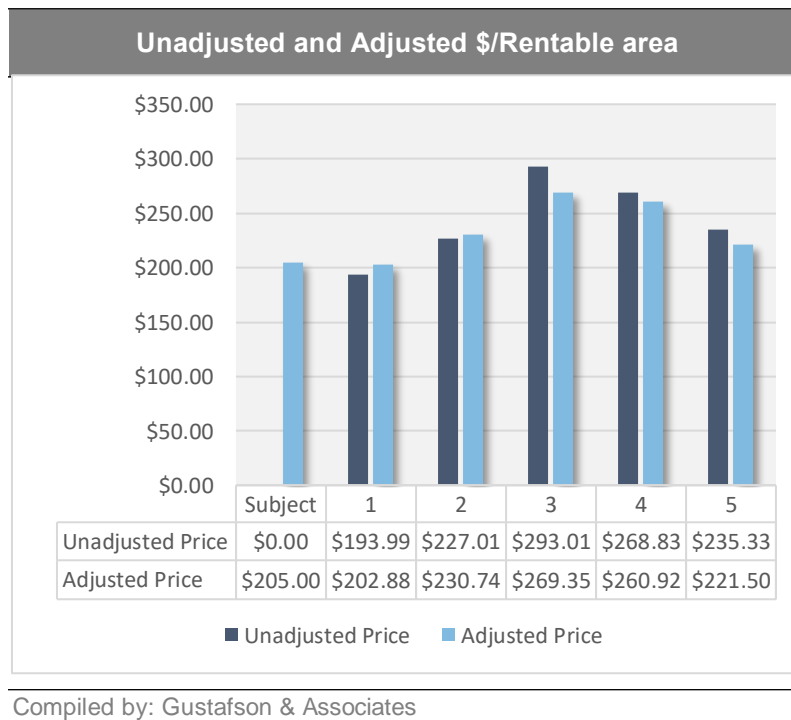
Comp 3 is superior to the subject property in quality.

▶ Other

Comps 2 and 4 are superior to the subject property due to the extra motivation of the buyers to purchase the properties. The buyer for Comp 2 had extra motivation for business reasons. The buyer of Comp 4 had extra motivation due to the fact that he owned the adjacent property, and it aided in the development of his entire property.

Sales Comparison Approach Conclusion

The five comparable sales were adjusted and are summarized below.



The five comparable sales ranged from \$202.88 to \$269.35 per square foot on an adjusted basis. Comp 3 at \$269.35 is the high extreme and is a much smaller office building compared to the subject property. This results in a higher price per square foot and is definitely a high indicator for the subject property.

Comp 4 at \$260.92 per square foot is the former Alf's pizza. This is a high indicator for the subject property because the buyer was the neighbor and was definitely motivated to buy this property partially due to its extensive parking that would satisfy some of its neighboring development requirements.

The remaining comparable sales range from \$202.88 to \$230.74 per square foot.

Comp 2 at 8 at \$230.74 per square foot is superior to subject property on a qualitative basis. It is similar in physical aspects, but the buyer was motivated to buy the property. The seller was operating a successful salon on the property and the buyer was planning to open a salon in the same space. There was no purchase of the business but there was an advantage that the buyer realized.

Comp 5 at \$221.50 per square foot is slightly superior to subject property as it is a smaller building. Comp 1 at \$202.88 per square foot is given the greatest weight in the final analysis. This is a recent sale and it is located across the street. It was listed on the

open market and is an arm's length transaction. The subject property is correlated at \$205.00 per square foot.

Value Ranges & As Is Reconciled Value				
Number of Comps:	5	Unadjusted	Adjusted	% Δ
	Low:	\$193.99	\$202.88	5%
	High:	\$293.01	\$269.35	-8%
	Average:	\$243.63	\$237.08	-3%
	Median:	\$235.33	\$230.74	-2%
Reconciled Value/Unit Value:			\$205.00	
Subject Size:			4,674	
Indicated Value:			\$958,170	
Deferred Maintenance Adjustment:			\$0	
Stabilization Adjustment:			\$0	
Total Adjustments:			\$0	
As Is Indicated Value:			\$958,170	
Indicated Value (Rounded):			\$958,000	
Nine Hundred Fifty Eight Thousand Dollars				

Based on the above analysis detailed above, as of January 16, 2024 we have reconciled to a sales comparison approach value of:

\$958,000

Nine Hundred Fifty Eight Thousand Dollars

Active Listings

The following similar properties are for sale in the area:

Active Listings Chart

	Name/Address	Property Type	Status	Price	Year Built	Bldg Area	Price/SF	Land Size	Land to Bldg Ratio
A	791 SE Barrington Dr Oak Harbor	Office	Active	\$850,000	1978	5,007	\$169.76	14,077	2.81
B	35 SE Ely St Oak Harbor	Office Building	Active	\$885,000	1948	4,488	\$197.19	30,056	6.70
C	421 NE Midway Blvd Oak Harbor	Retail/Commercial	Active	\$1,475,000	1987	5,987	\$246.37	45,002	7.52
D	1299 SE Dock St Oak Harbor	Office Building	Pending (unconfirmed price)	\$1,095,000	1899	14,218	\$77.02	17,050	1.20

The listings above don't contradict the conclusions in this report. Listing A includes 1,700 square feet of basement area in the rentable area. Listing D is a much older complex, built in 1899.

Income Approach

The Income Approach to value is based on the present worth of the future rights to income. This analysis considers the property from an investor's viewpoint, the basic premise being that the amount and quality of the income stream are the basis for value of the property.

Direct Capitalization Analysis

The steps involved in capitalizing the net operating income are:

- Develop the Potential Gross Income (PGI) through analysis of the subject's actual historic income and an analysis of competitive current market income rates.
- Estimate and deduct vacancy and collection losses to develop the Effective Gross Income (EGI).
- Develop and subtract operating expenses to derive the Net Operating Income (NOI).
- Develop the appropriate capitalization rate (R_o).
- Divide the net operating income by the capitalization rate for an estimate of value through the income approach.

Subject Occupancy & Lease Terms

The subject property is currently occupied by Rue and Primavera Occupational and Physical Therapy. They occupy the entire main floor and have been in place for a few years. The second floor was recently occupied by Realty One Group but they have recently vacated.

The subject property has had some vacancy historically.

The lease summary chart describes the leases in place.

Lease Summary Chart

Floor	Tenant	Lease Start	Lease Termination	Lease Type	Sq Ft (Per Lease)	Sq Ft (Measured)	Comments	Current Annual Rent	\$/SF (Lease SF)	\$/SF (Meas. SF)
Main	Rue and Primavera Occupational and Physical Therapy	NA	Month to Month	Gross	3,554	3,554	Tenants pay own utilities	\$45,000	\$12.66	\$12.66
Second	Realty One Group	NA	Month to Month	Gross	1,120	1,120	Tenants pay own utilities Tenant recently vacated	\$15,000	\$13.39	\$13.39
					4,674			\$60,000		

Since the leases are month to month, we are appraising the fee simple interest of the subject property rather than the leased fee interest. We will project market rent for the subject property.

It is necessary to determine market rent for the subject property.

Market Rent

Market Rent Comparables

We have researched five comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid.

Comp #	Address City	Tenant Name	Lease Type	SF	Base Rent/SF
1	31775 SR 20 Ste A3 Oak Harbor	Unknown	NNN	1,500	\$16.00
2	770 NE Midway Blvd Oak Harbor	Service Alternative Inc	Gross	3,769	\$16.76
3	32650 SR 20, Ste E202 Oak Harbor	Chicago Title	NNN	4,229	\$18.94
4	231 SE Barrington Dr Oak Harbor	All Ways Caring	NNN	1,847	\$17.94
5	1051 NE 7th St Oak Harbor, WA	Alterity Psychological Services	Gross	2,152	\$14.76

Lease Comparable 1



Location		Building/Rental Data	
ID	22298	Land to Building Ratio	5.67
Name	Seamar Bldg Oak Harbor	Parking Ratio RA	5.1
Address	31775 SR 20 Ste A3	Tax ID	R13202-367-0090
City	Oak Harbor	Comm Lease Survey Date	07/13/23
State	WA	Comm 1 Verification	Maria Maru Midence,
Property Major Type	Office	GBA	7,840
Property Type	Office Building	Land SF	44,431
		Year Built	1989
Comm 1 Escalations	NA	Comm 1 Concessions	NA

Leases					
Tenant	Size	Base Rent/SF	Type	Start Date	Term
Unknown	1,500	\$16.00	NNN	9/1/2023	5 yrs

Comments

Seamar vacated this unit and the new tenant will be occupying it in September. The broker confirmed that the commencement date will be September 1, 2023 and will be a 5 year lease. The annual bumps and other terms are still being worked out. Confirmed with broker, Maria Maru Midence at (617) 519-8849.

Lease Comparable 2



Location		Building/Rental Data	
ID	16832	Land to Building Ratio	1.86
Name	North Whidbey Fire & Rescue	Parking Ratio RA	2.37
Address	770 NE Midway Blvd	Tax ID	R13335-284-3810
City	Oak Harbor	Comm Lease Survey Date	07/15/21
State	WA	Comm 1 Verification	NA
Property Major Type	Office	GBA	10,562
Property Type	Office Building	Land SF	19,602
		Year Built	1978
Comm 1 Escalations	3%/yr	Comm 1 Concessions	NA

Leases					
Tenant	Size	Eff. Rent/SF	Type	Start Date	Term
Service Alternative Inc	3,769	\$16.76	Gross	7/15/2021	5yrs

Comments
The tenant occupies the entire second floor of the building. The tenant paid \$11.85/SF for the first three months, while the landlord completed tenant improvements. The first-year rent was \$15.80/SF.

Lease Comparable 3



Location		Building/Rental Data	
ID	18907	Land to Building Ratio	2.28
Name	Chicago Title 2	Parking Ratio RA	2.28
Address	32650 SR 20, Ste E202	Tax ID	S7285-01-00012-0
City	Oak Harbor	Comm Lease Survey Date	07/15/22
State	WA	Comm 1 Verification	Troy Muljat, broker
Property Major Type	Office	GBA	21,934
Property Type	Office Building	Land SF	50,094
		Year	2008
Comm 1 Escalations	2.5%/yr	Comm 1 Concessions	NA

Leases					
Tenant	Size	Eff. Rent/SF	Type	Start Date	Term
Chicago Title	4,229	\$18.94	NNN	5/1/2021	5yrs 2mo

Comments
<p>This new lease commenced in 2021 of second-floor office space in a good-quality building with elevator service. Rent increased to \$18.942/SF on 08/01/2023. The unit is located in building E of Harbor Station, which houses other tenants such as Skagit Regional Clinic, Ideal Option, and Keller Williams Realty. Confirmed with Troy Muljat, broker at (360) 733-3030.</p>

Lease Comparable 4



Location		Building/Rental Data	
ID	18938	Land to Building Ratio	1.91
Name	Always Caring Washington	Parking Ratio RA	3.28
Address	231 SE Barrington Dr	Tax ID	S6565-00-00A01-1
City	Oak Harbor	Comm Lease Survey Date	07/28/22
State	WA	Comm 1 Verification	Jim Schumacher, owner
Property Major Type	Office	GBA	14,927
Property Type	Medical Office	Land SF	28,583
		Year Built	1989
Comm 1 Escalations	Yes	Comm 1 Concessions	NA

Leases					
Tenant	Size	Eff. Rent/SF	Type	Start Date	Term
All Ways Caring	1,847	\$17.94	NNN	7/1/2022	6yrs

Comments

All Ways Caring was a new tenant in 2018, and they have expanded their leased space over the years. They added Suite #104 in July 2022, Suites #106 and 107 in May 2021, and Suite #105 in January 2021. The units are all main floor spaces. This increased to \$17.94/SF in August 2023.

Lease Comparable 5

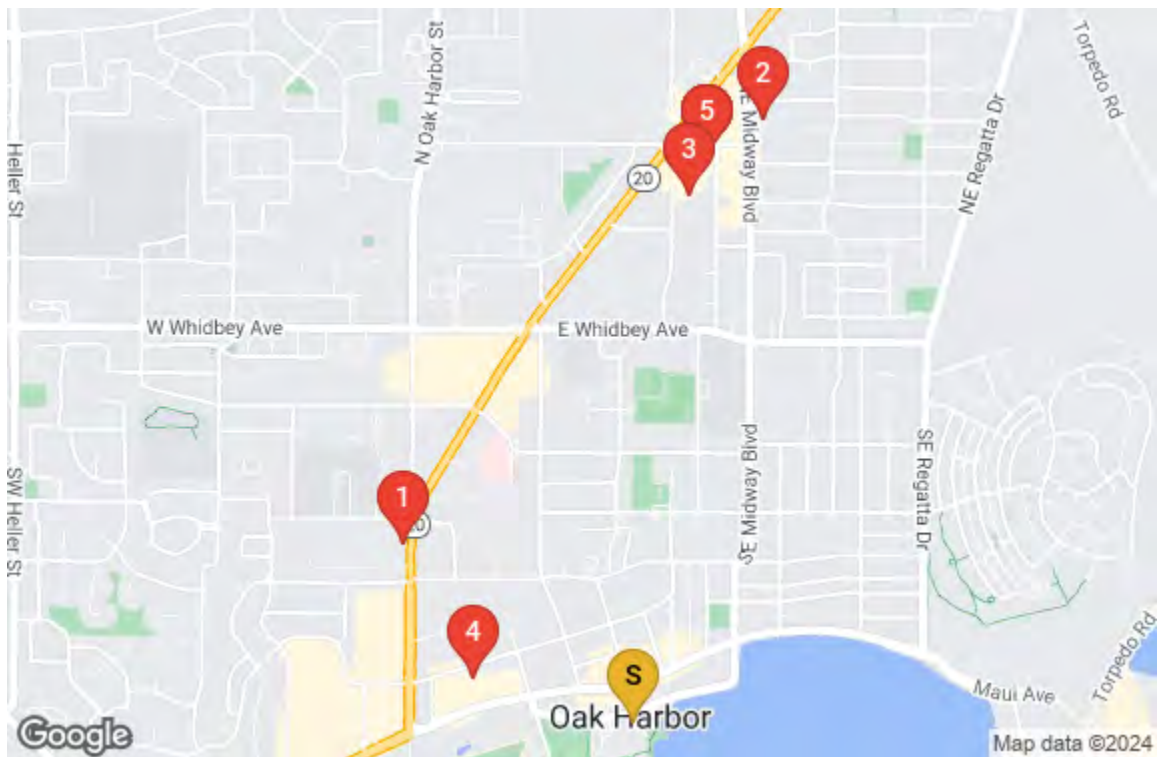


Location		Building/Rental Data	
ID	22286	Land to Building Ratio	3.82
Name	Alterity Psychlogical Services	Parking Ratio RA	5.11
Address	1051 NE 7th St	Tax ID	S728501000020
City	Oak Harbor, WA	Comm Lease Survey Date	07/21/23
State	WA	Comm 1 Verification	NWMLS
Property Major Type	Office	GBA	2,152
Property Type	Medical Office	Land SF	8,220
		Year	1973
Comm 1 Escalations	NA	Comm 1 Concessions	NA

Leases					
Tenant	Size	Eff. Rent/SF	Type	Start Date	Term
Alterity Psychological Services	2,152	\$14.76	Gross	12/1/2019	4yrs

Comments
This is a gross lease, and the tenant is currently paying \$2,600 per month. The lease term commenced on December 1, 2019.

Comparables Map



Analysis Grid

The above rentals have been analyzed and compared with the subject property. We have considered adjustments in all areas. On the following page is a rental comparison grid displaying the subject property, the comparables, and the adjustments.

Lease Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
Address	785 SE Bayshore Dr	31775 SR 20 Ste A3	770 NE Midway Blvd	32650 SR 20, Ste E202	231 SE Barrington	1051 NE 7th St					
City	Oak Harbor	Oak Harbor	Oak Harbor	Oak Harbor	Oak Harbor	Oak Harbor					
Tenant		Unknown	Service	Chicago Title	All Ways	Alterity					
Base Rent/SF		\$16.00	\$16.76	\$18.94	\$17.94	\$14.76					
Lease Type		NNN	Gross	NNN	NNN	Gross					
Lease Term		5 yrs	5yrs	5yrs 2mo	6yrs	4yrs					
Size	4,674	1,500	3,769	4,229	1,847	2,152					
Transaction Adjustments											
Conditions of Lease		Normal	0%	Normal	0%	Normal	0%	Normal	0%	Normal	0%
Other		Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
Adjusted Rent		\$16.00	\$16.76	\$18.94	\$17.94	\$14.76					
Market Trends/Year	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
Adjusted Rent		\$16.00	\$16.76	\$18.94	\$17.94	\$14.76					
Expenses		\$0.00	-\$3.00	\$0.00	\$0.00	-\$3.00					
Adjusted Rent		\$16.00	\$13.76	\$18.94	\$17.94	\$11.76					
Characteristics Adjustments											
Location	Avg	Avg+	Avg	Avg	Avg	Avg					
% Adjustment		-4.8%	0.0%	0.0%	0.0%	0.0%					
\$ Adjustment		-\$0.77	\$0.00	\$0.00	\$0.00	\$0.00					
Year Built	1986	1989	1978	2008	1989	1973					
% Adjustment		0.0%	3.7%	-8.7%	-2.5%	3.7%					
\$ Adjustment		\$0.00	\$0.51	-\$1.64	-\$0.44	\$0.44					
Land To Building Ratio	3.20	5.67	1.86	2.28	1.91	3.82					
% Adjustment		-6.2%	5.9%	2.9%	0.0%	-3.1%					
\$ Adjustment		-\$0.99	\$0.81	\$0.55	\$0.00	-\$0.37					
Concessions	Typical	Typical	Typical	Typical	Typical	Typical					
% Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%					
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Multi Tenant	Yes	+	+	+	+	Sim					
Quality	Average	Sim	-	--	-	Sim					
Size	4,674 SF	-	Sim	Sim	-	-					
Other	None	Sim	Sim	Sim	Sim	Sim					
Adjusted Rent		\$14.25	\$15.08	\$17.85	\$17.50	\$11.83					
Net Adjustments		-11.0%	9.6%	-5.8%	-2.5%	0.6%					
Gross Adjustments		11.0%	9.6%	11.6%	2.5%	6.9%					
Net Qualitative Adj.		Sim	Sim	-	-	-					

Comparable Rent Adjustments

Conditions of Lease

- ▶ No adjustments were required.

Economic Trends

- ▶ Increases in rent are already accounted for in the annual rent increases. No secondary adjustment is necessary.

Type of Lease/Expense Structure

- ▶ Comps 2 and 5 are gross leases. We are projecting the subject property on a NNN lease.

Location

- ▶ Comps 2, 4, and 5 are superior in location compared to the subject property.

Year Built (Condition)

- ▶ The effective age of the comparable rentals was estimated and compared to the subject property.

Land to Building Ratio

- ▶ Additional parking is superior. The subject property has adequate on-site parking but is slightly inferior Comps 1 and 5 and inferior to Comps 2 and 3. Comp 4 is similar because it has parking underneath the building and have better use of the site. The additional land was estimated at \$0.40-\$0.60/SF of land for the additional land rent.

Concessions

- ▶ No adjustments were required.

Qualitative Adjustments

Multi-Tenant

- ▶ The subject property is a single-tenant building. Comps 1-4 are inferior for being in multi-tenant buildings. Tenants generally prefer to be located in single-tenant buildings

Quality

- ▶ Comps 2, 3, and 4 are superior to the subject property in quality.

Size

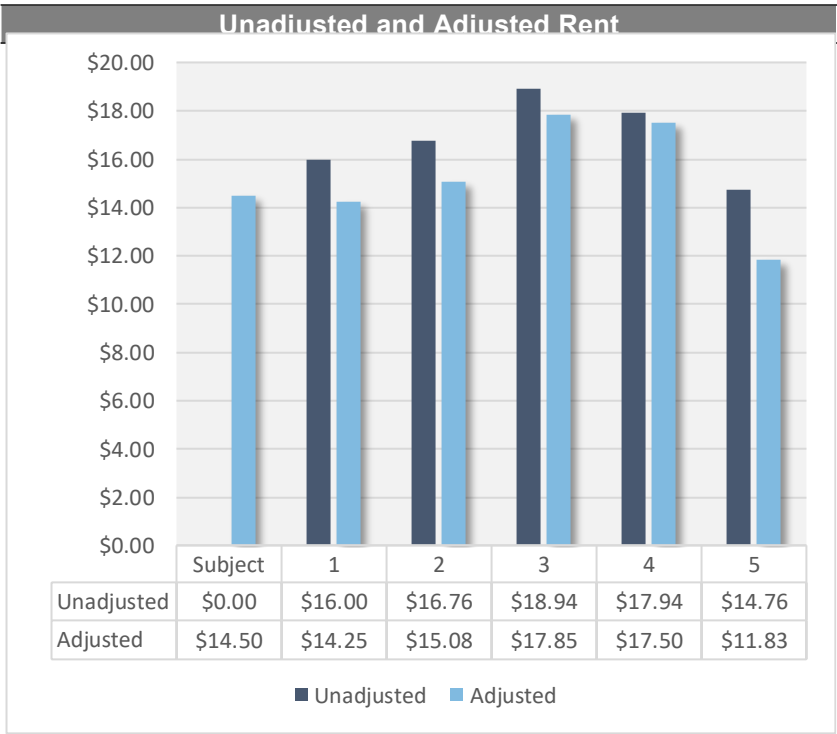
- ▶ Larger spaces tend to rent for less on a per-square-foot basis.

Other

- ▶ No adjustments were necessary.

Market Rent Reconciliation

The five lease comps were adjusted and are summarized below.



Compiled by: Gustafson & Associates

The five comparable rentals range from \$11.83 per square foot to \$17.85 per square foot on an adjusted triple net basis. Comps 3 and 4 at \$17.50 to \$17.85 per square foot are slightly superior to the subject property on a qualitative basis.

Comp 5 at \$11.83 per square foot is also superior in quality to the subject property on a qualitative basis but this is a low extreme, and we consider this an outlier.

Comps 1 and 2 at \$14.25 to \$15.08 per square foot are similar to the subject property on a qualitative basis. These comparables are reasonable indicators for the subject property. The subject property has a market rent of \$14.50 per square foot on a triple net basis.

Potential Gross Income

The table below summarizes the market rent estimates for the subject property.

Projected Gross Income

Name	Sq Ft	Current Annual Rent	Current Rent/SF (Meas.)	Proj. Annual Income	Projected Rent/SF (Meas.)
Harbor Place Bldg	4,674	NA	NA	\$67,773	\$14.50
Total:		NA		\$67,773	
Total (Rounded)				\$67,800	

Vacancy and Collection Loss

Based on a review of market conditions as discussed in the market analysis and the subject's operating history, we have projected vacancy and collection loss at 5.0%. This is a typical frictional vacancy and collection loss. No excess vacancy is in the area. The vacancy includes any collection loss. Reference the market analysis for the market vacancy for this property type.

Expenses

Income and expenses were available for 2022 and 2023 and they are shown below.

Historic Income & Expenses				
785 SE Bayshore Dr, Oak Harbor, WA				
<i>Total SF: 4,674</i>				
	2022		2023	
Total Rents	\$57,000		\$40,950	
<i>Expense</i>	<i>Amount</i>	<i>Expense/ SF</i>	<i>Amount</i>	<i>Expense/ SF</i>
Insurance	\$2,326	\$0.50	\$0	\$0.00
Property Tax	\$7,088	\$1.52	\$5,933	\$1.27
Landscaping	\$7,795	\$1.67	\$4,550	\$0.97
Maintenance	\$60	\$0.01	\$11,738	\$2.51
Utilities	\$8,201	\$1.75	\$8,553	\$1.83
Misc (legal, prof, acct)	\$0	\$0.00	\$3,250	\$0.70
Totals	\$25,470	\$5.45	\$34,024	\$7.28
Net Income	\$31,530		\$6,926	

The building was not well managed with substantial expenses in different categories and lower than market rents.

The projected economic rent is based on a Triple Net arrangement where the tenant pays for base rent plus a pro-rata share of all operating expenses including real estate taxes, building insurance, utilities, and repairs and maintenance for building and parking lot (other than structural).

The property owner is responsible for vacancy expenses and a minor expense for repairs and maintenance (reserves). Vacancy expenses are estimated at 25% of the vacancy allowance. Reserves are estimated at \$0.10 per square foot. The property is a single-tenant building. As a result, no management is necessary.

Capitalization Rate

The capitalization rate is the factor that converts the stabilized net operating income (NOI) to a present value. It is the ratio of net income to value or sale price.

$$\text{NOI} \div \text{Sale Price} = \text{Capitalization Rate}$$

For example, if a property sells for \$500,000, and has a stabilized NOI of \$50,000, the indicated capitalization rate is 10%.

Market Extracted Rates

The table below details capitalization rates extracted from the market.

Comparable Sale Cap Rates					
Comparable	Address	City	Price	Date	Cap Rate
1	840 SE Bayshore	Oak Harbor	\$800,000	7/25/23	6.33%
2	830 SE Bayshore Dr	Oak Harbor	\$1,000,000	12/29/21	0.00%
3	32895 SR 20	Oak Harbor	\$763,000	12/13/22	0.00%
4	916 SE Bayshore Dr	Oak Harbor	\$1,585,000	6/2/23	0.00%
5	1204 Cleveland Ave	Mount Vernon	\$738,000	8/11/23	6.33%
6(cap)	1520 Parker Way	Mount Vernon	\$1,050,000	3/17/22	6.07%
7(cap)	926 E Whidbey Ave	Oak Harbor	\$755,000	7/14/22	5.16%
8(cap)	275 SE Pioneer	Oak Harbor	\$3,771,000	11/4/21	8.41%
9(cap)	1202 S 2nd St	Mount Vernon	\$1,100,000	2/6/22	6.57%

Two of the five sales were analyzed for capitalization rates. Both are partially proformas and resulted in cap rates at 6.33%. Four sales were added that are reasonably similar to the subject property and were developed into capitalization rates.

Comp 8 (cap) at 8.41% is the sale of a multi-tenant multi-level investment. This is a much larger investment and was formerly a single tenant property that was converted into multi tenancy. It is the high end of the range and reflects the risk involved in this property.

Comp 7 (cap) at 5.16% is the low extreme. It is the sale of a single-tenant dental office. This sold during a stronger time in the market.

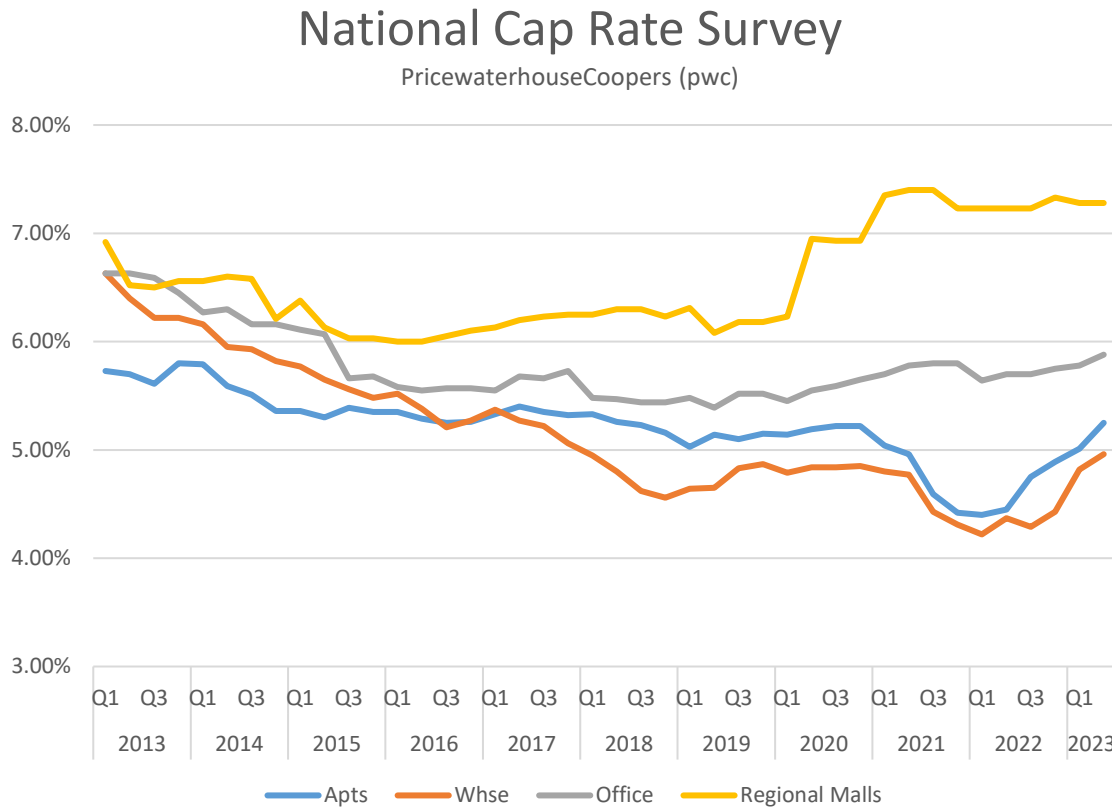
Comps 6 (cap) and 9 (cap) at 6.07% to 6.57% are reasonably similar to subject property but also sold during a stronger time in the market.

The subject property is a reasonably low risk investment, but interest rates are higher at the current time which results in a higher cap rate. The subject property is correlated at 6.5%.

Survey Data

*PricewaterhouseCoopers Market Survey*¹⁷

The market survey is a nationally recognized survey of investors on a quarterly basis. The graph below shows the trends in capitalization rates for different property types.



The rate for office investments is 5.88% for the 2nd quarter of 2023. This represents the national rate for institutional investments and doesn't necessarily reflect the subject property type or the subject geographical area, but gives a defined trend of rates.

¹⁷ <http://www.pwc.com/us/en/asset-management/real-estate/publications/korpacz-real-estate-investor-survey.jhtml>

Band of Investment

A majority of properties are purchased with debt and equity. We can estimate an appropriate cap rate based on the return requirements of lenders and equity investors. The mortgage cap rate is also known as the mortgage constant. The equity cap rate is also known as the equity dividend or the cash-on-cash rate.

The return required by the lender is a more narrow range, but the equity return demanded by the investor can vary wildly based on the property type and the perceived level of risk. The chart below summarizes the conclusions. The following is based on a 6.80% loan and a 7.50% equity dividend rate. The equity dividend is not significantly higher than the mortgage rate because the expectation is that the mortgage rate will come down in the future.

Band of Investment				
Capitalization Rate Variables				
Mortgage Interest Rate	6.80%			
Loan Term (Years)	30			
Loan To Value Ratio	75%			
Debt Coverage Ratio	0			
Equity Dividend Rate	7.50%			
Band of Investment Analysis				
Mortgage Constant		Loan Ratio	Contributions	
0.078231023	x	75%	=	5.87%
Equity Dividend Rate		Equity Ratio		
7.50%	x	25%	=	1.88%
Band of Investment Capitalization Rate				7.74%

Capitalization Rate Conclusion

The comparable sales are given overwhelming weight in this approach with ample data in the market. The national cap rate indicators are not valuable in the local market and are used to gauge trends in the market. The band of investment technique shows what a typical investor would pay, but that is not a reflection of the current market. The buyers at the current time are not analyzing the rate of return based on income in place and mortgage rates. The buyers are looking for properties they believe will increase in value and they are counting on mortgage rates coming down over time. The comparable sales are given all the weight in the final conclusion. The subject rate is correlated at 6.5%

Capitalization to Value

Summary of the Income Approach

Annual Projected Gross Income (Base Rent):		\$67,800
Vacancy and Collection Loss	5.0%	\$3,390
Effective Gross Income		\$64,410

Operating Expenses

Vacancy Expenses	(25% of Vacancy)	\$848
Reserves	\$0.10	\$467
Total:		\$1,315

Net Operating Income	\$63,095
Capitalization Rate	6.50%
Indication of Value	\$970,694

Deferred Maintenance Adjustment:	\$0
Stabilization Adjustment:	\$0

Indicated Value (Rounded)	\$971,000
----------------------------------	------------------

Direct Capitalization Analysis Conclusion

Based on the above analysis detailed above, as of January 16, 2024 we have reconciled to a direct capitalization approach value of:

\$971,000

Nine Hundred Seventy One Thousand Dollars

Adjustments

The following adjustments were made to each approach to value in this report.

Stabilization Calculations

When a property has a below market income stream due to high vacancy and/or below market rents, an adjustment to value is often necessary for lost income over the lease-up period, leasing commissions associated with lease-up and perhaps tenant fit-up, and additional operating expenses associated with the vacant space over the lease-up period.

The buyer is a 100% owner/user. No adjustments are necessary.

Deferred Maintenance

No adjustments are necessary for deferred maintenance.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior, and defensibility of each approach are considered and weighed. Finally, each approach is considered separately and comparatively with each other.

Value Indications

Sales Comparison Approach: \$958,000

Income Approach:

Direct Capitalization \$971,000

Sales Comparison Approach

This approach relied on various sales. The quality of data was adequate with ample sales in the local market. The adjustments were justified and resulted in a manageable range. This approach is given moderate to significant weight.

Income Approach – Direct Capitalization

This approach is relied on market rent, which was supported by numerous recently signed leases. The expense projections and vacancy projections are straightforward and reasonable. There were sales with capitalization rates that were a good indication for the subject property. This approach is given moderate to significant weight.

Value Conclusion

Weight is given to both approaches to value. we have reconciled to the following value conclusion(s), as of January 16, 2024, subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value(s): Premise: As Is
 Interest: Fee Simple
 Value Conclusion: \$965,000
 Nine Hundred Sixty Five Thousand Dollars

Reconciliation with Sale Contract

The subject property is currently under contract at \$800,000. It was listed for an extended period of time of \$899,000 and did not sell at that price. The concluded market value in this appraisal is \$965,000. It is noted that the current market value is notably above the contract price. It is also above the asking price. It is our opinion that the subject property is a well-located well-constructed office building in central Oak Harbor. Our conclusions came organically from data in the market and \$965,000 is our opinion of value. Based on our data in this appraisal, it is reasonable.

Certification of Appraisers

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- **Braden Gustafson and Tiffany LaBrooy** have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Braden Gustafson, have completed the continuing education program for Designated Members of the Appraisal Institute.



Braden Gustafson, MAI
Certification #1101684 (Expires 02/17/25)



Tiffany LaBrooy, Appraiser Trainee
Certification #21026858 (Expires 03/10/25)

ADDENDA

Purchase & Sale Agreement

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Commercial Brokers Association
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CBA Form PS-1A
Purchase & Sale Agreement
Rev. 7/2020
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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

SPECIFIC TERMS

Reference Date: November 29, 2023

Offer Expiration Date: 12/29/23 5:00pm (the third day after Reference Date, if not completed)

1. **PROPERTY:** The Property is legally described on Exhibit A. Address: 785 SE Bayshore Drive
City of Oak Harbor Island County, Washington. Tax Parcel No(s): S65650000B261
Included Personal Property: ☒ None; ☐ If on and used in connection with the Property, per Section 25 (None, if not completed).

2. **BUYER(S):** Island County
a(n) _____

3. **SELLER(S):** NUB LLC
a(n) _____

4. **PURCHASE PRICE:** \$800,000.00 Eight Hundred Thousand Dollars
Payable as: ☒ Cash; ☐ Financing (attach CBA Form PS_FIN); ☐ Other: _____

5. **EARNEST MONEY:** \$5,000.00 Dollars; Held by: ☐ Selling Firm; ☒ Closing Agent
Form of Earnest Money: ☐ Wire/Electronic Transfer; ☐ Check; ☐ Note (attach CBA Form PS_EMN); ☒ Other: Check/Wire
Earnest Money Due Date: ☒ 10 days after Mutual Acceptance; ☐ _____ days after the Feasibility Contingency Date, or
☐ _____

6. **FEASIBILITY CONTINGENCY DATE:** 02/28/2024 (30 days after Mutual Acceptance if not completed.)

7. **CLOSING DATE:** ☒ 04/01/2024; ☐ _____ days after _____

8. **CLOSING AGENT:** Land Title & Escrow

9. **TITLE INSURANCE COMPANY:** Land Title & Escrow - Cathy West

10. **DEED:** ☒ Statutory Warranty Deed; or ☐ Bargain and Sale Deed.

11. **POSSESSION:** ☒ on closing; ☐ Other: _____ (on closing if not completed).

12. **SELLER CITIZENSHIP (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation.

13. **BUYER'S DEFAULT:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies.

14. **SELLER'S DEFAULT:** (check only one) ☒ Recover Earnest Money or Specific Enforcement; ☐ Buyer's Election of Remedies.

15. **UNPAID UTILITIES:** Buyer and Seller ☒ Do Not Waive (attach CBA Form UA); ☐ Waive

16. **AGENCY DISCLOSURE:** Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties

17. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

<input type="checkbox"/> Earnest Money Promissory Note, CBA Form EMN	<input type="checkbox"/> Back-Up Addendum, CBA Form BU-A
<input type="checkbox"/> Blank Promissory Note, LPB Form No. 28A	<input type="checkbox"/> Vacant Land Addendum, CBA Form VLA
<input type="checkbox"/> Blank Short Form Deed of Trust, LPB Form No. 20	<input type="checkbox"/> Financing Addendum, CBA Form PS_FIN
<input type="checkbox"/> Blank Deed of Trust Rider, CBA Form DTR	<input type="checkbox"/> Tenant Estoppel Certificate, CBA Form PS_TEC
<input checked="" type="checkbox"/> Utility Charges Addendum, CBA Form UA	<input type="checkbox"/> Defeasance Addendum, CBA Form PS_D
<input type="checkbox"/> FIRPTA Certification, CBA Form 22E	<input type="checkbox"/> Lead-Based Paint Disclosure, CBA Form LP-LS
<input type="checkbox"/> Assignment and Assumption, CBA Form PS-AS	<input checked="" type="checkbox"/> Other <u>Form 34</u>
<input type="checkbox"/> Addendum 7 Amendment, CBA Form PSA	<input type="checkbox"/> Other _____

INITIALS: Buyer [Signature] Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

TRANSACTION

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

18. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):

Contact: Island County
Address: _____
Business Phone: _____
Cell Phone: _____
Fax: _____
Email: R.Beach@islandcountywa.gov

Seller(s):

Contact: N U B LLC
Address: _____
Business Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

Selling Firm

Name: Better Homes&Gardens McKenzie
Assumed Name: _____
Selling Broker: Glen Groenig
Selling Broker DOL License No.: 83939
Firm Address: 390 E Whidbey Avenue Oak Harbor WA 98277
Firm Phone: (360) 639-4070
Broker Phone: (360) 320-2619
Firm Email: _____
Broker Email: glen@mckenziebhg.com
Fax: _____
CBA Office No.: 7691
Selling Firm DOL License No.: 22023866

Listing Firm

Name: Better Homes&Gardens McKenzie
Assumed Name: _____
Listing Broker: Jim Woessner
Listing Broker DOL License No.: 22023866
Firm Address: 390 E Whidbey Avenue Oak Harbor WA 98277
Firm Phone: (360) 639-4070
Broker Phone: (360) 929-2302
Firm Email: craig@mckenziebhg.com
Broker Email: jim@mckenziebhg.com
Fax: _____
CBA Office No.: 7691
Listing Firm DOL License No.: 22023866

Copy of Notices to Buyer to:

Name: _____
Company: _____
Address: _____
Business Phone: _____
Fax: _____
Cell Phone: _____
Email: _____

Copy of Notices to Seller to:

Name: _____
Company: _____
Address: _____
Business Phone: _____
Fax: _____
Cell Phone: _____
Email: _____

INITIALS: Buyer [Signature] Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

GENERAL TERMS

19. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property; (ii) all easements and rights appurtenant to the Property; (iii) all buildings, fixtures, and improvements on the Property; (iv) all unexpired leases and subleases; and (v) all included personal property.
20. **Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
21. **Earnest Money.** Selling Broker and Selling Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: ☐ the Selling Firm's pooled trust account (with interest paid to the State Treasurer); or ☐ a separate interest bearing trust account in Selling Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.
22. **Title Insurance.**
- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
- b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b)

INITIALS: Buyer [Signature] Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
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(CONTINUED)**

the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing, of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

- c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.
23. **Feasibility Contingency.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

- a. **Books, Records, Leases, Agreements.** Within _____ days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct

INITIALS: Buyer 12P Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

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(CONTINUED)**

and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 25.

- b. Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Prior to entering the Property and while conducting any inspections, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall

INITIALS: Buyer AB Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
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be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.

- c. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

24. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 25(b) and all intangible property transferred pursuant to Section 25(b).

25. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be \$_____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 24 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

INITIALS: Buyer RS Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
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26. **Seller's Underlying Financing.** Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's loan from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS-D or any different process identified in Seller's defeasance notice to Buyer.
27. **Closing of Sale.** Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three(3)-day closing process described in CBA Form PS-D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.
28. **Closing Costs and Prorations.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 23(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit

INITIALS: Buyer AB Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

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(CONTINUED)**

in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.



- 29. Post-Closing Adjustments, Collections, and Payments.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.
- 30. Operations Prior to Closing.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.
- 31. Possession.** Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.
- 32. Seller's Representations.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true;

INITIALS: Buyer AS Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**



accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 28 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

INITIALS: Buyer  Date 12/26/2023 Seller  Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

33. **As-Is.** Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
34. **Buyer's Representations.** Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.
- 26/23 35. **Claims.** Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.
36. **Condemnation and Casualty.** Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
37. **FIRPTA Tax Withholding at Closing.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on

INITIALS: Buyer  Date 12/26/2023 Seller  Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

- 38. Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Seller shall be deemed delivered only when received by Seller and Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Buyer shall be deemed delivered only when received by Buyer and Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 18. Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- 39. Computation of Time.** Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.
- 40. Assignment.** Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement

INITIALS: Buyer AB Date 12/26/2023 Seller RDD Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
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(CONTINUED)**

may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

41. Default and Attorneys' Fees.

- a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:
- Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
- Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price, or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

42. Miscellaneous Provisions.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.

INITIALS: Buyer [Signature] Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT**
(CONTINUED)

- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchange. In addition, notwithstanding Section 40 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
43. **Information Transfer.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
44. **Confidentiality.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.
45. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

INITIALS: Buyer JS Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

46. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of _____ % of the sales price or \$ _____. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of _____ % of the sales price or \$ _____. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. Seller and Buyer hereby consent to Listing Firm and Selling Firm receiving compensation from more than one party and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 44 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.

Listing Broker and Selling Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS, THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer  Date 12/26/2023 Seller  Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer <u>Island County</u>	Buyer _____
<small>Authorized</small> Printed name and type of entity	Printed name and type of entity
Buyer _____	Buyer _____
Signature and title	Signature and title
Date signed <u>12/26/2023</u>	Date signed _____
Seller <u>NU LLC</u>	Seller <u>Ron Wallace MD Manager NU</u>
Printed name and type of entity	Printed name and type of entity
Seller _____	Seller <u>[Signature]</u> <u>MD Manager</u>
Signature and title	Signature and title
Date signed _____	Date signed _____

INITIALS	Buyer <u>[Signature]</u>	Date <u>12/26/2023</u>	Seller <u>[Signature]</u>	Date <u>12-27-2023</u>
	Buyer _____	Date _____	Seller _____	Date _____



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

EXHIBIT A *

[Legal Description]

THE GRANTOR DON L. KELLEY, Trustee of the DON and SALLY KELLEY FAMILY TRUST, UTA Dated July 12, 2000 for and in consideration of Six Hundred Sixty Thousand and 00/100 ... (\$660,000.00) DOHMS in hand paid, conveys and warrants to N.U.B., LLC, a Washington Limited Liability Company the following described real estate, situated in the County of Island, State of Washington: Lot 1 of CITY OF OAK HARBOR SHORT PLAT NO. 17"85 as approved March 27, 1986 and recorded March 28, 1986, in Volume 2 of Short Plats, page 22, under Auditor File No. 88003340, records of Island County, Washington; being a portion of C.W. Sumner Donation Land Claim in Section 2, Township 32 North, Range 1 East of the Willamette Meridian and Reserve B, Ely's Addition to the Town of Oak Harbor, according to the plat thereof recorded in Volume 2 of Plats, page XI, record of Island County, Washington; Said map is a re-recording of map recorded March 19, 1986, under Auditor's File No. 88002933, records of Island County, Washington. Situated in Island County, Washington. Abbreviated Legal: (Required if full legal not inserted above.) Tax Parcel Number(s): S6565-00-00B26-1

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: Buyer  Date 12/26/2023 Seller  Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

UTILITY CHARGES ADDENDUM

The following is part of the Purchase and Sale Agreement with Reference Date November 29, 2023
between Island County ("Buyer")
and N U B LLC ("Seller")
regarding the sale of property located at 785 SE Bayshore Dr, Oak Harbor, WA 98277 (the "Property").

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

Water District:	<u>City of Oak Harbor</u>
	Name _____ e-mail or website (optional) _____
	Address _____
	City, State, Zip _____
Sewer District:	<u>City of Oak Harbor</u>
	Name _____ e-mail or website (optional) _____
	Address _____
	City, State, Zip _____
Irrigation District:	
	Name _____ e-mail or website (optional) _____
	Address _____
	City, State, Zip _____
Garbage:	<u>City of Oak Harbor</u>
	Name _____ e-mail or website (optional) _____
	Address _____
	City, State, Zip _____
Electricity:	<u>PSE</u>
	Name _____ e-mail or website (optional) _____
	Address _____
	City, State, Zip _____

INITIALS: Buyer [Signature] Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

**UTILITY CHARGES ADDENDUM
(CONTINUED)**

Gas:

Cascade Natural Gas

Name _____ e-mail or website (optional) _____

Address _____

City, State, Zip _____

Special District(s),
(local improvement districts
or utility local improvement)

Name _____ e-mail or website (optional) _____

Address _____

City, State, Zip _____

IF THE ABOVE INFORMATION HAS NOT BEEN FILLED IN AT THE TIME OF MUTUAL ACCEPTANCE OF THIS AGREEMENT, THEN (1) WITHIN _____ DAYS (5 DAYS IF NOT FILLED IN) OF MUTUAL ACCEPTANCE OF THIS AGREEMENT, SELLER SHALL PROVIDE THE LISTING BROKER, SELLING BROKER, OR CLOSING AGENT WITH THE NAMES AND ADDRESSES OF ALL UTILITY PROVIDERS HAVING LIEN RIGHTS AFFECTING THE PROPERTY AND (2) BUYER AND SELLER AUTHORIZE LISTING BROKER, SELLING BROKER OR CLOSING AGENT TO INSERT INTO THIS ADDENDUM THE NAMES AND ADDRESSES OF THE UTILITY PROVIDERS IDENTIFIED BY SELLER. SELLER ACKNOWLEDGES THAT THIS ADDENDUM DOES NOT RELIEVE SELLER OF ITS OBLIGATION TO PAY UTILITY CHARGES, BILLED OR UNBILLED OR EVIDENCED BY A RECORDED LIEN OR NOT. THE PARTIES UNDERSTAND THAT NEITHER LISTING BROKER NOR SELLING BROKER IS RESPONSIBLE FOR PAYING UTILITY CHARGES OR FOR INSURING THAT THEY ARE PAID BY ANY OTHER PERSON.

INITIALS:

Buyer



Date

12/26/2023

Seller

Date

12-27-2023

Buyer

Date

Seller

Date

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 29, 2023 1
between Island County ("Buyer") 2
Buyer Buyer
and N U B LLC ("Seller") 3
Seller Seller
concerning 785 SE Bayshore Drive Oak Harbor WA 98277 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

Seller will deliver the property to the buyer vacant with all personal property removed prior to closing.

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

	<u>12/26/2023</u>			<u>12-27-2023</u>	
<small>Buyer's Initials</small>	<small>Date</small>	<small>Buyer's Initials</small>	<small>Date</small>	<small>Seller's Initials</small>	<small>Date</small>



12/26/23

11/30/2007 10:44:38 AM
Recording Fee \$41.00 Page 1 of 2
Warranty Deed
Island County Washington

4217027



When Recorded Return to:
N.U.B., LLC
RONALD D. WALLIN
3078 Goldie Road, Suite C
Oak Harbor, WA 98277

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 30 2007

AMOUNT PAID \$ 11748
LINDA ERIKSSON
ISLAND COUNTY TREASURER

Chicago Title Company - Island Division
Order No: IS103512 KMH Title Order No: IS103512

STATUTORY WARRANTY DEED

\$41

THE GRANTOR DON L. KELLEY, Trustee of the DON and SALLY KELLEY FAMILY TRUST, UTA Dated July 12, 2000

for and in consideration of Six Hundred Sixty Thousand and 00/100...(\$660,000.00)
DOLLARS

in hand paid, conveys and warrants to

N.U.B., LLC, a Washington Limited Liability Company

the following described real estate, situated in the County of Island, State of Washington:

Lot 1 of CITY OF OAK HARBOR SHORT PLAT NO. 17-85 as approved March 27, 1986 and recorded March 28, 1986, in Volume 2 of Short Plats, page 22, under Auditor's File No. 86003340, records of Island County, Washington; being a portion of C.W. Sumner Donation Land Claim in Section 2, Township 32 North, Range 1 East of the Willamette Meridian and Reserve B, Ely's Addition to the Town of Oak Harbor, according to the plat thereof recorded in Volume 2 of Plats, page 27, records of Island County, Washington;

Said map is a re-recording of map recorded March 19, 1986, under Auditor's File No. 86002933, records of Island County, Washington.

Situated in Island County, Washington

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): S6565-00-00B26-1

LPB 10-05


12-27-2023

ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement with Reference Date November 29, 2023
(the "Agreement") between Island County ("Buyer")
and NUBILC ("Seller") regarding the sale
of the property located at 785 SE Bayshore Drive, Oak Harbor, WA 98277 (the "Property").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property. In which case Buyer's damages shall be unlimited.

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged

INITIALS: Buyer [Signature] Date 12/26/2023 Seller [Signature] Date 12-27-2023
Buyer _____ Date _____ Seller _____ Date _____

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary, 5th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 5th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
 - CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
 - CAM can refer to all operating expenses.
 - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid for by all tenants. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 5th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 5th Edition)

Discount Rate

A yield rate used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 5th Edition)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 5th Edition)

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

External Obsolescence

An element of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, tenant. (Dictionary, 5th Edition)

Extraordinary Assumption

An assignment specific assumption as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions. (USPAP, 2020-2021 ed.)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Functional Obsolescence

The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 5th Edition)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (The Appraisal of Real Estate, 13th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 5th Edition)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (USPAP, 2020-2021 ed.)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Rent

The most probable rent that a property should bring is a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 5th Edition)

Market Value

As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. (Dictionary, 5th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 5th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 5th Edition)

Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 5th Edition)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 5th Edition)

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Stabilized Occupancy

An expression of the expected occupancy of a property in its particular market considering current and forecasted supply and demand, assuming it is priced at market rent. (Dictionary, 5th Edition)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 5th Edition)

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. Often vacancy and collection loss is expressed as a percentage of potential gross income and should reflect the competitive market. Its treatment can differ according to the interest being appraised, property type, capitalization method, and whether the property is at stabilized occupancy. (Dictionary, 5th Edition)

State License/Certification



Braden Gustafson, MAI

Experience

2003-Present	Gustafson & Associates	Bellingham, WA Lynnwood, WA
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Principal

- In 2006 opened branch in Everett, WA responsible for Snohomish County commercial market.
- In 2020 moved to our Bellingham office and still oversee the Snohomish County branch with coverage up to the Canadian border.
- In 2023 became the major shareholder in the appraisal firm

Education

1996-2001	University of Washington	Seattle, WA
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Mechanical Engineering, BS

Appraisal Courses

Appraisal Institute Courses

Appraisal Procedures
Standards of Professional Appraisal Practice
Standards of Business Ethics
Advanced Sales Comparison and Cost Approaches
Commercial Real Estate Forecast
Advanced Income Capitalization
Narrative Writing
Market Analysis & Highest and Best Use
USPAP Update (Jan 2020)

Appraisal Courses and Seminars

Mykut – What's It Worth
Mykut – Real Estate Law
Earth Advantage – Appraising Green Homes
Appraisal Institute - Evaluating Commercial Construction
Appraisal Institute - Small Hotel/Motel Valuation
Appraisal Institute - Small Hotel/Motel Valuation
Appraisal Institute - Hotel Valuation Topics
Appraisal Institute – 2014-20 Fall RE Conference
Appraisal Institute – 2018 National Conference

Clientele

Coastal Community Bank	Peoples Bank	Bank of the Pacific
US Bank	UniBank	City of Lake Stevens
Fidelity National Title	Mountain Pacific Bank	Birch Equipment
City of Ferndale	Lake Stevens Fire Dept	Elliott & Co
Snohomish Health District	Heritage Bank	Cocoon House
Whidbey Island Public Hosp	Work Force Development	Marysville School District
Whatcom Hospice	NorthCoast CU	Alaska Electrical Pension Fund
Columbia Bank	City of Marysville	Wise Enterprise Group

Professional Affiliations/Miscellaneous

Appraisal Institute

Current Designated MAI Member
Former Member - Finance Committee (Seattle AI)
Past AI Regional Representative (Region1)
Advisor to Numerous AI Candidates
Current North Sound Branch Manager

State of Washington DOL

General Certified State License #1101684

Expert Witness Testimony

US Bankruptcy Court
Snohomish County Superior Court
Skagit County Superior Court
King County Superior Court

Other

Former Advisory Board Member at Ahmsa
Youth Soccer & Basketball Coach



Island County Facilities Management

Pre-Bid Meeting BAYSHORE DRIVE IMPROVEMENTS PROJECT #25-01

Wednesday, May 7, 2025 @ 1:00PM

Attending:

	NAME:	COMPANY NAME:	PHONE:	EMAIL:
1	Joe Witman	Trico Companies	360 899-2238	JOEWITMAN@TRICO COMPANIES.COM
2	TIAN ARECHIGA	GREEN STATE BUILDER	253 448-5181	JUAN ARECHIGA250@GMAIL.COM
3	Jon Broughton	Valdez Construction	360-949-6229	jbroughton@valdezco.com
4	Justin John	EMC Electric	360-820-5195	justin.john@encelectric.net
5	Gumir Kahlm	GSK Construction	360-966-6207	info@GSK-Construction.com
6				
7				
8				
9				
10				



Island County Facilities Management

Ryan Beach, Director

P.O. Box 5000, Coupeville, WA 98239

Ph: Whidbey 360-679-7378 | Camano 360-387-3443

Email: ICFM@islandcountywa.gov | www.islandcountywa.gov

Island County Bid #25-01 **ADDENDUM NO.2**

TENANT IMPROVEMENTS SE Bayshore Drive

May 22, 2025

ATTENTION:

This Addendum No. 2 consists of a total of 14 pages, including this page.

All bidders and plan holders are hereby notified that the contract documents for the subject project have been amended as hereinafter set forth. The following changes, additions, and/or deletions are hereby made part of the contract documents and plans.

A. RESPONSES TO SUBMITTED QUESTIONS

1. Painting Clarification: please confirm that 3.3 / B / 1 is in your painters' scope and not something you want us to handle?

ANSWER 1: Not in Contract, confirmed.

2. Can you clarify what material the counters for the 2 casework sections should be?

ANSWER 2: Per Section 064000, See 2.1G. Solid Surfacing.

3. Confirmation: C3S is wood stud / 2x4 / Sound batt insulation, correct?

ANSWER 3: See response above.

4. Confirmation: Contractor is casing out the doors and Owner is handling the rubber base at flooring install? Correct;

ANSWER 4: See response above.

5. Since this is a lump sum bid with "allowances" due to undefined scope (electrical, casework, ACT, drywall possibly), how do you want to handle this? **Bid the following allowances: Electrical \$25K, Casework \$4K (Per Addendum No.1), ACT \$10K, Drywall – Bid per drawing A2 and existing conditions;**

- A) Clarifying doors & hardware NIC: We are supplying Red Oak slab doors and fir jambs to match existing. Installing the jambs only. Your hardware person will machine the slabs and jambs for hinges and knobs / locks and supply those. **Bid machining slabs and jambs for hinges and hinges hardware In Contract – knobs/locks Not in Contract;** We will case out the jambs with Red Oak 2-1/8" casing. Your painter will finish the doors. **Confirmed;** Your lock / door guy will install the doors. **Confirmed;** Please confirm.
- B) We are bidding the electrical to the original scope unless you get addendum to add lighting / switches. **See Added drawing EL1 – Lighting Plans.**

ANSWER 5: See responses above.

B) CHANGES TO SPECIFICATIONS

1. **ADD** Sections: 26 27 26 SWITCHES AND RECEPTACLES;
26 50 00 LIGHTING;

C) CHANGES TO DRAWINGS

1. **ADD:** EL1 – LIGHTING PLANS
2. **REVISIONS:** ED1 – ADD DUPLEX DEMOS IN VACC. [120] AND PRINT [124];
EP1 – ADD GFCI IN VACC. [120] AND [2] DUPLEXES IN PRINT [124];

Bid opening date and time shall remain the same: **3:00 PM, Friday (TOMORROW) May 23, 2025.**

NOTE: Acknowledgement of the receipt of this addendum is required under **“Addendum Acknowledgment”** on Page 3 of the **BID FORM** document in order for the bid proposal to be considered complete. Failure to acknowledge receipt of this addendum may become cause for rejection of the bid.

END OF ADDENDUM NO. 2 – ISLAND COUNTY BID #25-01

SECTION 26 2726

SWITCHES AND RECEPTACLES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all wiring devices and plates.
- B. No push-in friction, spring type terminals allowed.
- C. All devices color shall be white, unless otherwise noted.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Hubbell
- B. Pass & Seymour
- C. Leviton
- D. Cooper
- E. Acuity Brands

2.02 SWITCHES

- A. Approved Manufacturer: STI – Safety Technology International.
- B. "Industrial Specification Grade", quiet type, rated 277-volt, 20 amp, unless noted, with plastic handle. Single pole, double pole, 3-way, or locking type as required. Meets Fed. Spec. WS-896 Provide matching styles and colors in other devices as required for the conditions of installation. Hubbell CS1221, Cooper CSB120, Leviton 1221, and P&S 20AC1
- C. Interchangeable type shall be rated same as above.
- D. LED Dimmer: LED 0-10V dimmer switch shall be compatible with supplied LED board and driver. Dimmer switch shall have vertical slide with a positive "on/off" button. Dimmer shall have high and low end, field adjustable trim setting. Provide with associated power pack for control. Lutron Diva or approved equal.
- E. Timer Switch: Provide electronic light timer switch where indicated on drawings. The timer switch shall be connected to the room lighting and fan. The timer switch shall be programmable for time-out from 5 minutes to 2 hours. Set timer for standard 20 minutes time-out period, time scrolls up, flash off, beeper on. Manufacturer: Watt Stopper – Inteli-switch Digital Time Switch.

F. Motor rated switches: Switches serving as motor disconnecting means shall be horsepower rated with overload relays and meet requirements as stated above. See manual starters in Section 26 2419, 'Motor Controllers'.

G. Device plates shall be Hubbell and Cooper Type 302 stainless steel.

2.03 RECEPTACLES

A. In All Unfinished Areas and Non-Occupied Spaces: Provide "Industrial Specification Grade", Duplex NEMA 5-20R configuration (20-Amp, 120-Volt) unless shown otherwise. Must have "rivetless ground" contact manufactured as an integral component of the external ground screw terminal. Meets Fed Spec. WC-596 Hubbell HBL5362, Cooper 5362, P&S 5362A, and Leviton 5362.

B. In All Finished Areas & Occupied spaces: Provide heavy duty specification grade; general purpose 20 amp. 125-volt, Nema 5-20R, 2P, 3W decora plus duplex receptacle, straight blade, commercial grade, self-grounding, back & side wired. Leviton 16352T.

C. Self-Testing Ground-Fault Circuit-Interrupter Duplex Receptacles: 20A. 125V AC; 2-pole, 3 wire grounding; 10,000 amps current interrupting; green light indicator when power is 'on'; red light indicator when device is in the tripped position; Red "EOL" (end of life) indicator with rapid flash when the unit has reached end of life and/or cannot provide GFCI protection. Provide GFI receptacles where required by code.

D. Tamper Resistant Receptacle & USB Charger: Duplex 20 Amp; 125V; 3.6-amp USB charging capability. Leviton T5832.

E. Tamper resistant, Duplex NEMA 5-20R configuration. Hubbell BR20ITR, Leviton 5362-SGI, and Cooper TR8300.

F. Switched Receptacles: Switched receptacles shall be 'green' in color, smooth nylon face, with permanently marked for use with automatic control systems, back and side wired, decora style.

G. Weather Resistant (WR) / Ground Fault Circuit-Interrupter (GFCI) Outdoor Duplex Receptacles: NEMA 5-20R. Hubbell GFTR201 or equal, for 20 Amp, 125-Volt AC.

H. Special Purpose Receptacles: For special purpose receptacles, see drawings for voltage, amperage, and phase. Provide with matching plug delivered to the Owner.

I. "Hospital Grade", Duplex NEMA 5-20R configuration (20-Amp, 120-Volt) unless shown otherwise. Hubbell 8300-I, and Cooper 8300.

J. X-Ray Receptacles - 50 amp, 2 pole, 3 wire, 250 Volt. A.C. grounding type with stainless steel coverplate assembly. Hubbell No. 25505, and Cooper 25505. Provide two (2) matching plugs.

2.04 STAND-ALONE OCCUPANCY SENSORS

- A. Provide self-adjusting occupancy sensor light switching devices for control of lighting in all rooms and offices shown on drawings. Sensors shall be ceiling or wall mounted to provide adequate coverage. Occupancy sensors shall be "Leviton", Model OSC20-M0W for ceiling mounting, OSW12-M0W for wall mounting, complete with OSP20-RD0 power pack and associated mounting hardware. Provide "Leviton" ODSOD-ID wall switch sensors where shown. Sensors shall be wired to maintain switching and circuits shown on drawings. Provide momentary contact switch for vacancy/manual mode application.

2.05 DEVICE PLATES

- A. Interior: Plates for receptacles other than NEMA 5-20R shall have ampere rating, voltage and phase engraved in the plate. Plates for recessed boxes shall be Hubbell and Cooper Type 302 stainless steel. Attachment screws shall match finish of plate. Plates for surface mounted boxes shall be of pressed stainless steel with size to fit exactly the box used.
- B. Exterior: Intermatic # WP1010MC, for vertical mount and # WP1010HMC for horizontal mount, or equivalent for receptacles. Metal cover shall be raintight while-in-use.
- C. Gym/Common Areas: Provide Safety Technology International (STI) Stopper II clear plastic covers without labeling and horn over low voltage switches and controls.

2.06 LABELING

- A. For NEMA 5-20r receptacles, each device shall be identified with a clear label with black typing stating the panel & circuit number.
- B. For receptacles other than NEMA 5-20R, the cover plate shall have ampere rating, voltage and phase engraved on a phenolic label and attached to the cover plate.

PART 3 - EXECUTION

3.01 MOUNTING

- A. Rigidly fasten each device to the outlet box at proper position with the wall to bring receptacle flush with plate or switch handle the proper distance through the plate.

3.02 ORIENTATION

- A. Set Switches vertical with handle operating vertically, up position "ON".
- B. Set Receptacles vertical with ground slot down.

3.03 DEVICE PLATES

- A. Shall be stainless steel for each new wiring device and for each telephone and signal equipment outlet, except where equipment mounted thereon covers the outlet box completely.
- B. Provide new covers on existing outlet boxes being reused.

3.04 DIMMER SWITCHES

- A. Provide a separate neutral for each phase.

3.05 RECEPTACLE GROUNDING

- A. Provide bare bonding wire between receptacle grounding terminal and box. Plaster ear screws connecting frame to the box will not be acceptable for grounding.
- B. Provide green insulated grounding conductor in all branch circuits supplying ground-fault circuit-interrupter type receptacles.

3.06 HANDICAPPED ACCESS

- A. Comply with requirements of Washington State Handicapped Access Code.

END OF SECTION

SECTION 26 5000

LIGHTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Section 26 0500 –General Electrical Provisions

1.02 WORK INCLUDED

- A. Provide the lighting system complete and operational.
- B. Recessed fixtures installed in fire-resistive ceiling construction shall have the same fire rating as the ceiling or shall be provided with fireproofing boxes having materials of the same fire rating as the ceiling.

1.03 FIXTURE SCHEDULE MANUFACTURER'S SERIES NUMBERS

- A. Are a design series reference and do not necessarily represent the number, size, wattage or the type of lamp, ballast or special requirements as specified hereinafter.

1.04 SUBMITTALS

- A. Shall be neatly and clearly marked to indicate the fixtures, lamps and ballasts fully comply with contract documents. When substitute fixtures are submitted (if permitted) the data shall clearly cross reference (written or highlighted) that the substitute fixture complies with every detail of the specified fixture. Fixtures not fully complying with contract documents are not permitted.

PART 2 - PRODUCTS

2.01 METAL PARTS

- A. Interior Fixtures: Steel or aluminum with 300°F, baked enamel finish, brushed aluminum with baked acrylic clear lacquer finish, or stainless steel with a brushed finish, manufacturer's standard color unless specified otherwise.
- B. Exterior Fixtures: Corrosion resisting metal, a (non-ferrous, stainless steel or special finish) and in all cases suitable for outdoor service without tarnishing or other damage due to exposure; manufacturer's standard colors unless specified otherwise; cadmium plate all metal parts concealed by canopies, including screws, plates and brackets. All exposed fasteners shall be tamperproof.

- C. Recessed Type: Recessed fixtures shall be IC rated for direct contact with insulation.

2.02 LIGHT TRANSMITTING COMPONENTS

- A. Virgin acrylic or polycarbonate plastic (0.125-inch thick overall minimum), UV stabilized or glass. Shall be contained in a captive metal frame that remains attached to the fixture when door is in open position.

2.03 SPECIAL PARTS

- A. Adapters, Plates, Brackets and Anchors: Provide where required by construction features of the building to suitably mount lighting fixture. All such appurtenances and mounting methods shall be approved by the Architect/Engineer prior to fabrication and installation.
- B. Low Voltage Transformers: Provide and install where required to power individual

2.04 SOLID-STATE LIGHTING (LED)

- A. Fixtures shall have a lumen maintenance life expectancy (L70) of > 50,000 hours, a CRI of > 82, and a CCT of 3500K. Each solid-state fixture model shall be tested in accordance with IES LM-79.

2.05 LED DRIVERS/POWER SUPPLIES

- A. The LED drivers/power supplies shall meet the following criteria:
 - 1. Drive mode: Constant Current or Constant Voltage depending on the LED configuration for the light fixture.
 - 2. Output currents: 250 mA – 1000 mA
 - 3. Output voltages: 6VDC – 48VDC
 - 4. Input voltages: 110 to 277 VAC; 50/60 Hz.
 - 5. Power factor at >0.90 @ full load
 - 6. Line regulation accuracy: +/- 2%
 - 7. Load regulation accuracy: +/- 3%
 - 8. Greater than 80% efficient
 - 9. Output over-voltage, output over-current and output short circuit protection with auto recovery

10. Limited power source output to allow for class 2 wiring.
11. Flicker Free 0-10V Dimmable to 5% light output.
12. Minimum of 50,000 hour rated life.
13. IP66 rated
14. 5 Year Warranty.
15. Acceptable Manufacturer: Advance Xitanium or approved equal.

2.06 EMERGENCY TRANSFER DEVICE

- A. Emergency transfer device shall be installed integral to each light fixture and shall automatically transfer power from the normal power source to the emergency circuit upon loss of normal power. Bodine #GTD
1. Where the transfer device cannot be mounted in the light fixture and the transfer device is indicated to control more than (1) light fixture on the same switch leg, provide Bodine #GTD20A.
 - a. The device shall be capable of bypassing the local switching means when normal utility power has been lost. The device shall consist of a test switch, a normal power indicator light and an alternate power indicator light. The unit shall be contained within its own enclosure, suitable for mounting on the wall and above accessible ceilings. The device shall be able to accommodate up to 20 amps of lighting load.

2.07 EXIT SIGNS

- A. Fronts: Cutout stencils made of minimum #20 gauge sheet steel or sheet aluminum with red glass or plastic back of the cutout. Mount fronts either on concealed hinges or pull-out type with chain catch. Removable cutout arrows shall indicate direction of travel.

PART 3 - EXECUTION

3.01 LIGHTING FIXTURES - GENERAL

- A. Size and mounting height from finished floor to bottom of fixture as indicated on the drawings. Verify mounting provisions prior to the ordering of fixtures. Fixtures shall be UL listed for the location, and application in which they are installed.
- B. Ceiling fixtures shall be coordinated with and suitable for installation in, on or from the ceiling as shown. Installation and support of fixtures shall be in accordance with NFPA 70 and manufacturer's recommendations.
- C. Recessed fixtures installed in seismic areas shall be installed utilizing specially designed seismic clips.

- D. Suspended fixtures installed in seismic areas shall have 45% swivel hangers and shall be located with no obstructions within the 45% range in all directions. The stem, canopy and fixture shall be capable of 45% swing.

3.02 DIFFUSERS AND ENCLOSURES

- A. Install lighting fixture diffusers only after construction work, painting and clean up are completed. Prior to final acceptance, remove all lamps, reflectors and diffusers, wash, rinse and reinstall.

3.03 ADJUSTMENT OF FIXTURES

- A. Make all final spotlight and adjustable light settings under the direction of the Architect/Engineer during a scheduled period of time prior to the completion of the project. Include costs for all equipment and personnel expenses required for adjustment.
- B. For fixtures with indirect lighting, notify Engineer prior to installation of any circumstance where the fixture lamp source will be within 12" of ceiling.

3.04 SUPPORT OF LIGHT FIXTURES

- A. Recessed Troffer Type: For fixtures supported by the ceiling suspension system, provide integral tabs, which rotate into position after fixture is lifted into the ceiling cavity. Provide two safety chains secured to structural members above suspended ceiling. Circuit connection shall be through use of 60-inch flexible conduit from a rigidly supported junction box. For plaster or GWB ceilings, provide a plaster frame compatible with light fixture.
- B. Recessed Downlight Type: Mount in frames suitable for the ceiling, with the recessed portion of the fixture securely supported from the ceiling framing. For fixtures supported by a ceiling suspension system, provide two safety chains secured to structural members above suspended ceiling.
- C. Surface and Pendant Mounted Type:
 - 1. Where mounted on accessible ceilings, hang from structural members by means of hanger rods through ceiling or as approved.
 - 2. Where ceiling is of insufficient strength to support weight of lighting fixture, provide additional framing to support as required. Fixtures shall be supported from structure with seismic bracing independent of ceiling.
 - 3. For Pendant Mount Type: Provide a unistrut channel for mounting fixtures entire fixture length unless light fixture is designed specifically for supporting itself. Provide 3/8-inch thread rod secured to structural members for support of unistrut channel.

4. Continuous Runs of Fixtures: Straight when sighting from end to end, regardless of irregularities in the ceiling. Where fixtures are so installed, omit ornamental ends between sections.

3.05 LOCATION

- A. Mount to the dimensions shown on the drawings. Mount at quarter points where no dimensions appear. Owner shall specify mounting locations where no dimensions appear and quarter point mounting is impractical or not indicated on the drawings.
- B. Refer to details, mechanical drawings, and coordinate with mechanical Contractor for equipment and ductwork mounted in ceilings to prevent conflict with light fixtures prior to installation. If conflicts cannot be resolved with the Mechanical Contractor, notify Owner.

3.06 SPARE PARTS

- A. Spare Driver Fuses: Provide twenty (20) spare fuses of each size used, packaged and marked to identify fixture type where used.
- B. Spare Drivers: Provide a minimum of two (2) LED drivers per fixture type or 5% of each fixture type, whichever is greater. Provide proper labels to identify all fixture type spare drivers.

3.07 SPARE FIXTURES

- A. Provide the following spare devices:

<u>Item</u>	<u>Quantity</u>
EX-1	4

- B. Spare fixtures shall include 100 feet of conduit and wire as required for a complete installation. Location of these units to be determined by the Owner's representative at the site. Unused devices shall be turned over to the Owner.
- C. Self-Luminous Exit Sign: Provide (4) four Self-Luminous Exit Signs Lithonia # DSW1X Green or Red to match EX-1. Install at locations as directed by Architect.

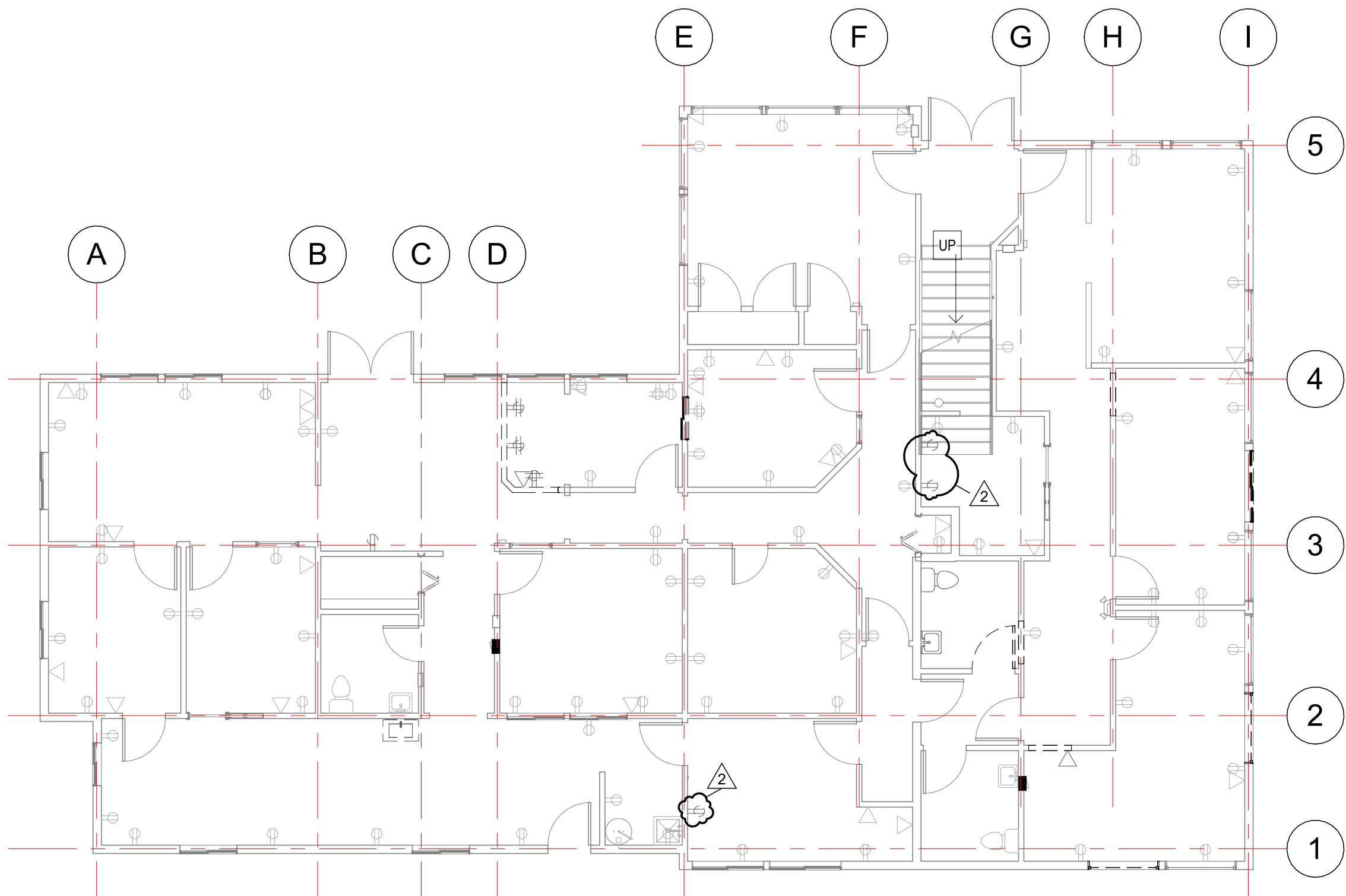
3.08 FIXTURE TENTING

- A. Contractor shall coordinate ceiling types with architectural drawings and specifications and provide equivalent fire rated enclosures above all light fixtures which penetrate rated ceilings. E.Z. barrier fire-rated recessed light enclosure.

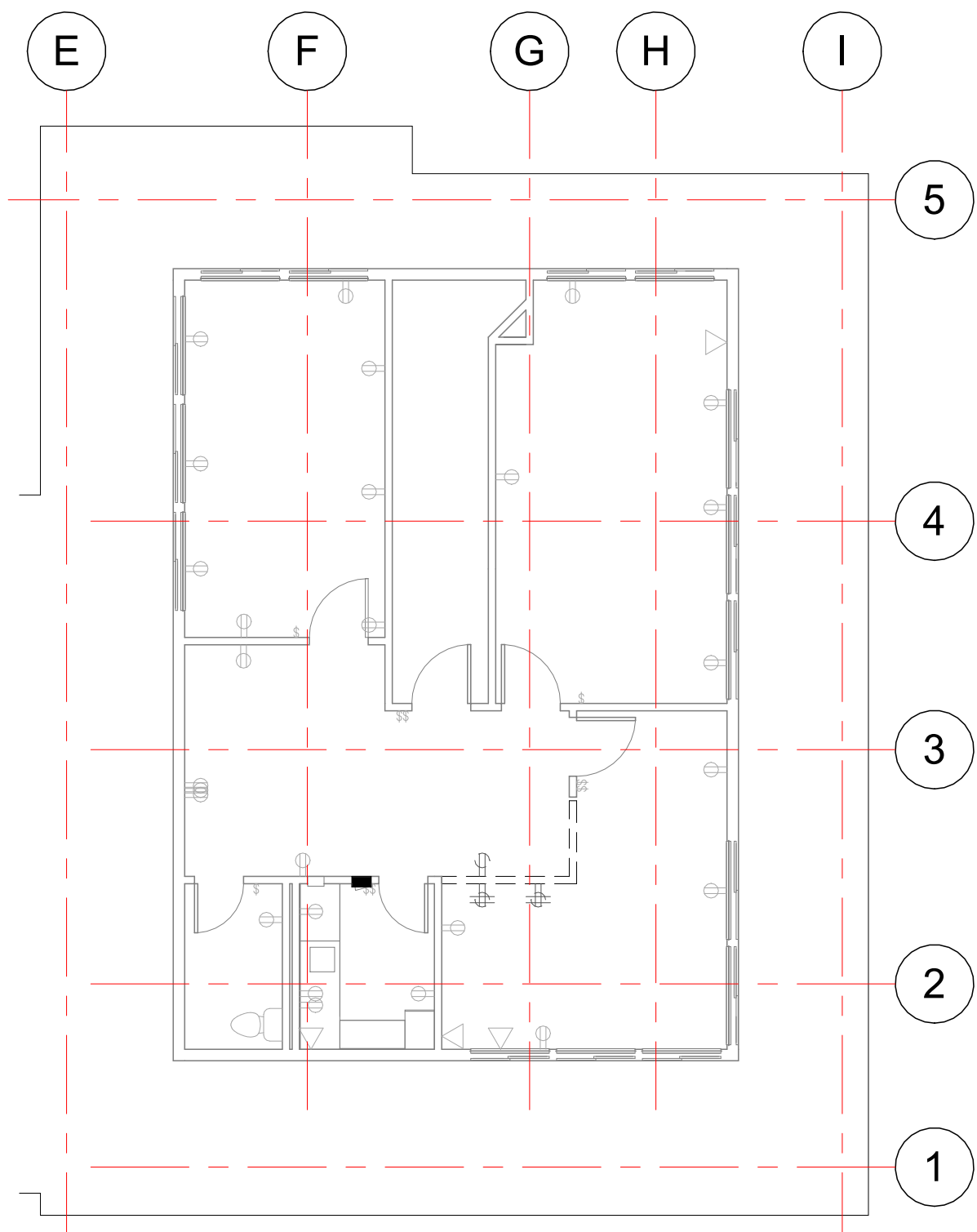
END OF SECTION

ABBREVIATIONS		SYMBOLS LEGEND		GENERAL NOTES
LETTER	NAME	SYMBOL	DESCRIPTION	
(E)	EXISTING			
		<div><div><div></div><div>ID</div><div>x</div></div><div>\$</div></div>	<div>LIGHTING FIXTURE: ID = FIXTURE TYPE x = SWITCH ASSOCIATION</div> <div>WALL SWITCH</div>	<div>1. ALL WORK SHALL COMPLY WITH THE CURRENT NEC AS ADOPTED BY THE STATE OF WASHINGTON AND LOCAL AUTHORITY HAVING JURISDICTION.</div> <div>2. REFER TO SPECIFICAITONS AND ALL OTHER DIVISION DOCUMENTS FOR ADDITIONAL REQUIREMENTS.</div> <div>3. ELECTRICAL CONTRACTOR SHALL COORDINATE WORK WITH OTHER TRADES.</div> <div>4. ALL MATERIALS SHALL BE NEW AND SHALL BE LISTED BY UNDERWRITER'S LABORATORIES, INC.</div> <div>5. IT IS THE INTENT OF THE ELECTRICAL CONTRACT DOCUMENTS THAT ALL ELECTRICAL SYSTEMS ARE INSTALLED COMPLETE, TESTED AND READY FOR OPERATION, UNLESS SPECIFICALLY NOTED OTHERWISE AND WHETHER OR NOT EVERY ITEM OF EQUIPMENT, DEVICE, BOX, ETC. IS SHOWN ON THE PLANS. ELECTRICAL SUBCONTRACTOR SHALL BE ON THE PREMISES FIRST DAY OF OCCUPANCY .</div> <div>6. LOCATIONS OF ALL DEVICES ARE SHOWN SCHEMATICALLY. COORDINATE WITH THE ARCHITECTURAL DRAWINGS, REFLECTED CEILING PLANS, ELEVATIONS AND CASEWORK, SUPPLIER'S SHOP DRAWINGS FOR EXACT LOCATION PRIOR TO ROUGH-IN. WHERE OUTLET GROUPINGS OCCUR, MOUNT BOXES AS CLOSE TO EACH OTHER AS PRACTICAL. OUTLETS SHALL NOT BE MOUNTED BACK TO BACK ON THE SAME WALL, BUT WILL HAVE MINIMUM LATERAL SEPERATION OF 12" OF (1) STUD SPACE. CONNECT OUTLETS WITH FLEX STEEL CONDUIT. ON FIRE WALLS SEPERATION MUST BE 24".</div> <div>7. SEAL ALL PENETRATIONS IN RATED WALLS, FLOORS AND CEILINGS WITH A UL APPROVED FIRE STOP SYSTEM.</div> <div>8. PROVIDE EMT RACEWAY FOR WIRING RUNNING THROUGH WALLS, FLOOR, AND CEILINGS. ALL WIRING AND CABLING NOT INSTALLED IN METALLIC RACEWAYS SHALL BE PLENUM RATED.</div> <div>9. ALL CONDUIT AND RACEWAY SHALL BE RUN CONCEALED UNLESS NOTED OTHERWISE AND SHALL BE RUN PARALLEL OT PERPENDICULAR TO STRUCTURAL MEMBERS, WALLS CEILINGS, OR FLOORS. NO STRUCTURAL MEMBER SHALL BE CUT OF ALTERED WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.</div> <div>10. THE INSTALLATION SHALL COMPLY WITH THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), THE STATOF WASHINGTON ADMINISTRATIVE CODE, THE AUTHORITY HAVING JURISDICTION, AND UTILITY REQUIREMENTS.</div> <div>11. WORKING SPACE AROUND ELECTRICAL PANELS, SWITCHGEAR, ETC SHALL COMPLY WITH NEX ARTICLE 110.26.</div> <div>12. ALL LUMINAIRES SHALL BE SECURLEY FASTENED AND IN COMPLIANCE WITH ARTICLE 410-16 OF 2017 NEC.</div> <div>13. ALL CONDUCTORS SHALL BE COPPER, TYPE THHN/THWN WIRE FOR CONNECTION TO LIGHTING FIXTURES SHALL BE AS REQUIRED BY THE U.L. LABEL. NO.12 AWG SHALL BE THE MINIMUM SIZE USED FOR POWER WIRING. NO.14 AWG MAY BE USED FOR CONTROL WIRING ONLY 120 AND 277V CIRCUITS IN EXCESS OF 100' SHALL BE #10 AWG (OR LARGER AS INDICATED) FROM PANEL BOARD TO FIRST OUTLET.</div> <div>14. ALL MULTI-WIRE CIRCUITS SHALL BE WIRED SO DEVICES MAY BE REMOVED WITHOUT BREAKING CONTINUITY OF NEUTRAL CONDUCTOR OR ELSE BE ON A COMMON TRIP BREAKER.</div> <div>15. PROVIDE UN-SWITCHED PHASE CONDUCTOR OT ALL EXIT SIGNS AND INDICATED LUMINAIRES WITH GENERATOR TRANSFER DEVICES.</div> <div>16. PROVIDE ALL EXPANSION FITTINGS, PITCH POCKETS, EQUIPMENT SUPPORTS, AND ACCESS DOORS AS REQUIRED FOR ELECTRICAL WORK.</div> <div>17. PROVIDE EQUIPMENT LABELS FOR DISCONNECT SWITCHES, WIRING TROUGHS, ETC. TO IDENTIFY EQUIPMENT OF EQUIPMENT SERVED. LABELS SHALL BE 1/8" THICK OF PHENOLIC MATERIAL, MACHINE ENGRAVED TO EXPOSE CONTRASTING INNER CORE.</div> <div>18. ELECTRICAL CONTRACTOR SHALL ARRANGE ALL INSPECTIONS AND PAY ALL FEES. SUBMIT COPY OF FINAL INSPECTION REPORT TO OWNER.</div> <div>19. NOT ALL LEGEND AND ABBREVIATIONS ARE NECESSARY OR REQUIRED FOR THIS DRAWING SET.</div> <div>20. WHERE A CONFLICT EXISTS WITHIN THE DOCUMENTS, THE MOST EXPENSIVE OPTION SHALL GOVERN.</div> <div>21. ELECTRICAL CONTRACTOR SHALL TOUR THE PROJECT SITE PRIOR TO BID TO ASSESS EXISTING CONDITIONS, WHICH MAY AFFECT HIS BID. LATER CLAIMS FOR WORK THAT WAS EVIDENT WILL NOT BE ALLOWED.</div>
		<div><div><div></div><div></div></div></div>	<div>POWER</div> <div>DUPLEX RECEPTACLE, 125V, 20A</div> <div>DOUBLE-DUPLEX RECEPT, 125V, 20A</div>	
		<div><div><div></div><div>x</div></div></div>	<div>COMMUNICATION</div> <div>DATA OUTLET: x = AS FOLLOWS: 1 - SINGLE PORT 3 - THREE PORT</div>	


<



1 FIRST FLOOR DEMOLITION PLAN
1/8" = 1'-0"



2 SECOND FLOOR DEMOLITION PLAN
1/8" = 1'-0"



BAYSHORE DRIVE
IMPROVEMENTS

785 SE Bayshore Dr.
Oak Harbor, WA 98277

Island County
Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project architect _____ n/a

project manager _____ dk

drawn by _____ dk

checked by _____ rb

project number _____ 25-01

revisions

no.	description	date
1	Addendum No.1	5/16/2025
2	Addendum No.2	5/22/2025

BID SET

project issue date: 2025-4-23

DEMOLITION
PLANS

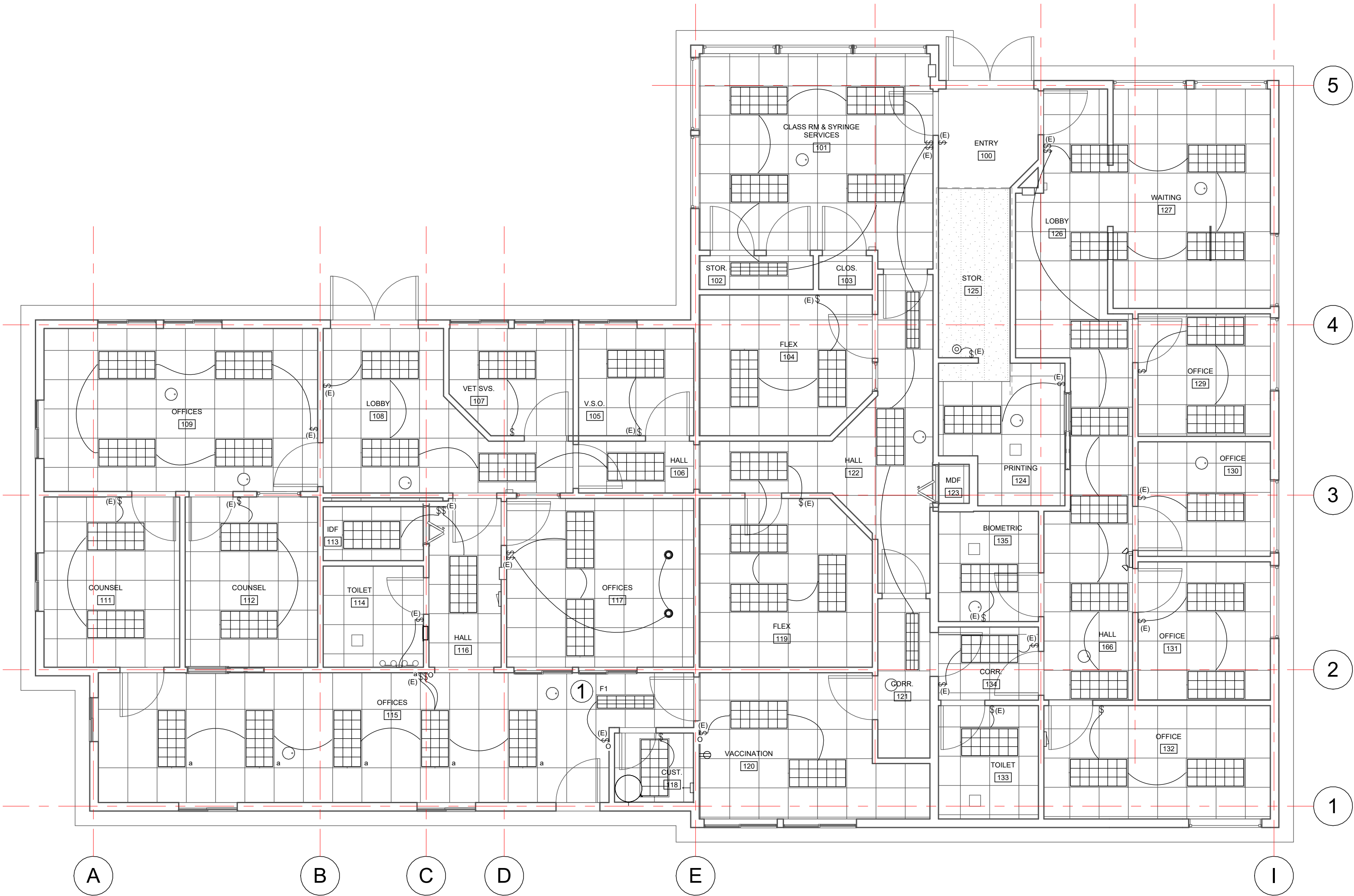
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GENERAL NOTES

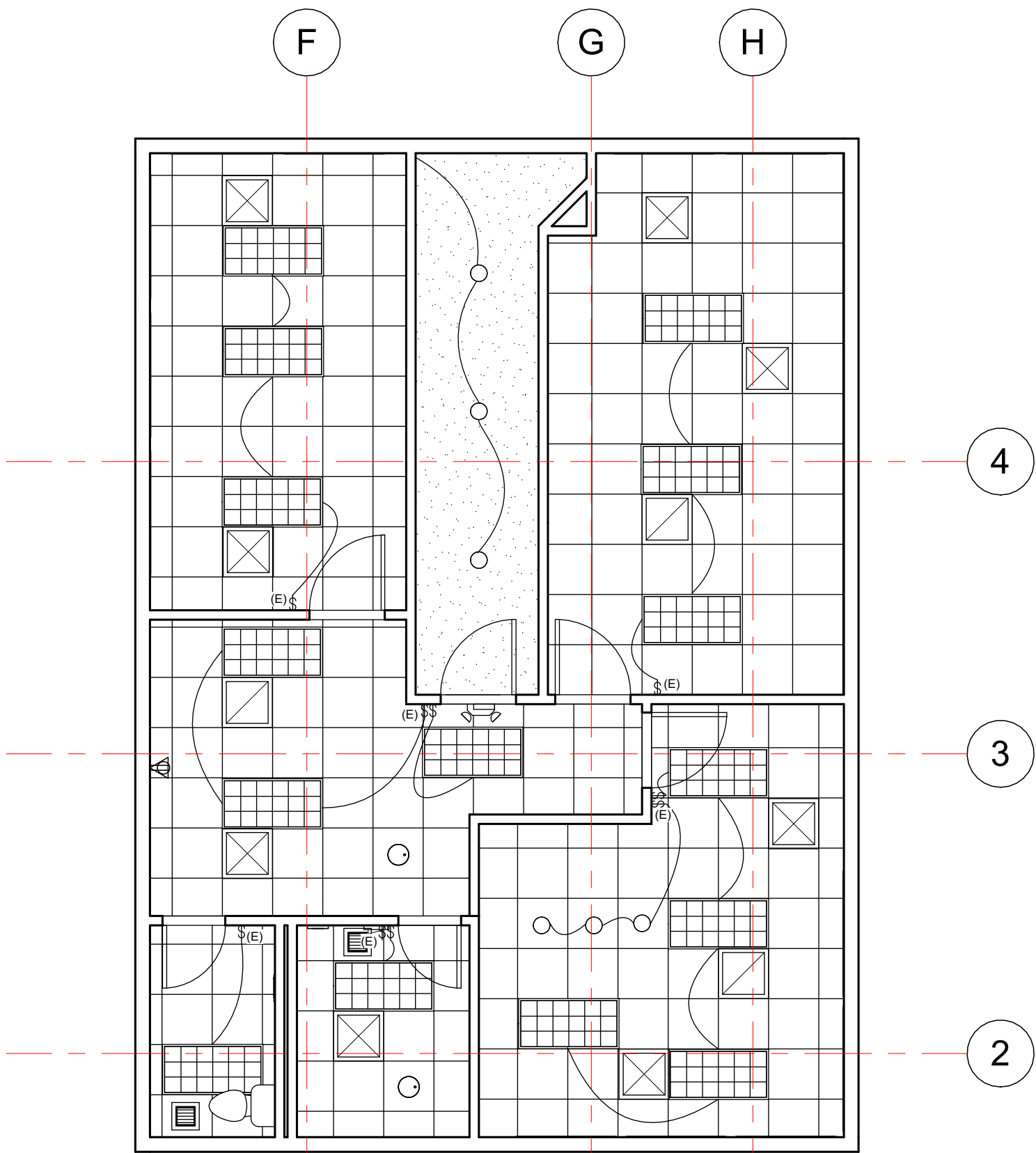
1. ALL WORK SHALL COMPLY WITH THE CURRENT NEC AS ADOPTED BY THE STATE OF WASHINGTON AND LOCAL AUTHORITY HAVING JURISDICTION.

SHEET NOTE

① MATCH NEW FIXTURE TO EXISTING FIXTURE IN CORR. [121].



1 FIRST FLOOR LIGHTING PLAN
3/16" = 1'-0"



2 SECOND FLOOR LIGHTING PLAN
3/16" = 1'-0"

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Administrative Services

FACILITIES MANAGEMENT
107 NE 6th Street
Coupeville, WA 98239
(360) 678-7870

project	architect	n/a
project	manager	dk
drawn	dk	
checked by	rb	
project number	25-01	

revisions		
no.	description	date
2	Addendum No.2	5/22/2025

BID SET

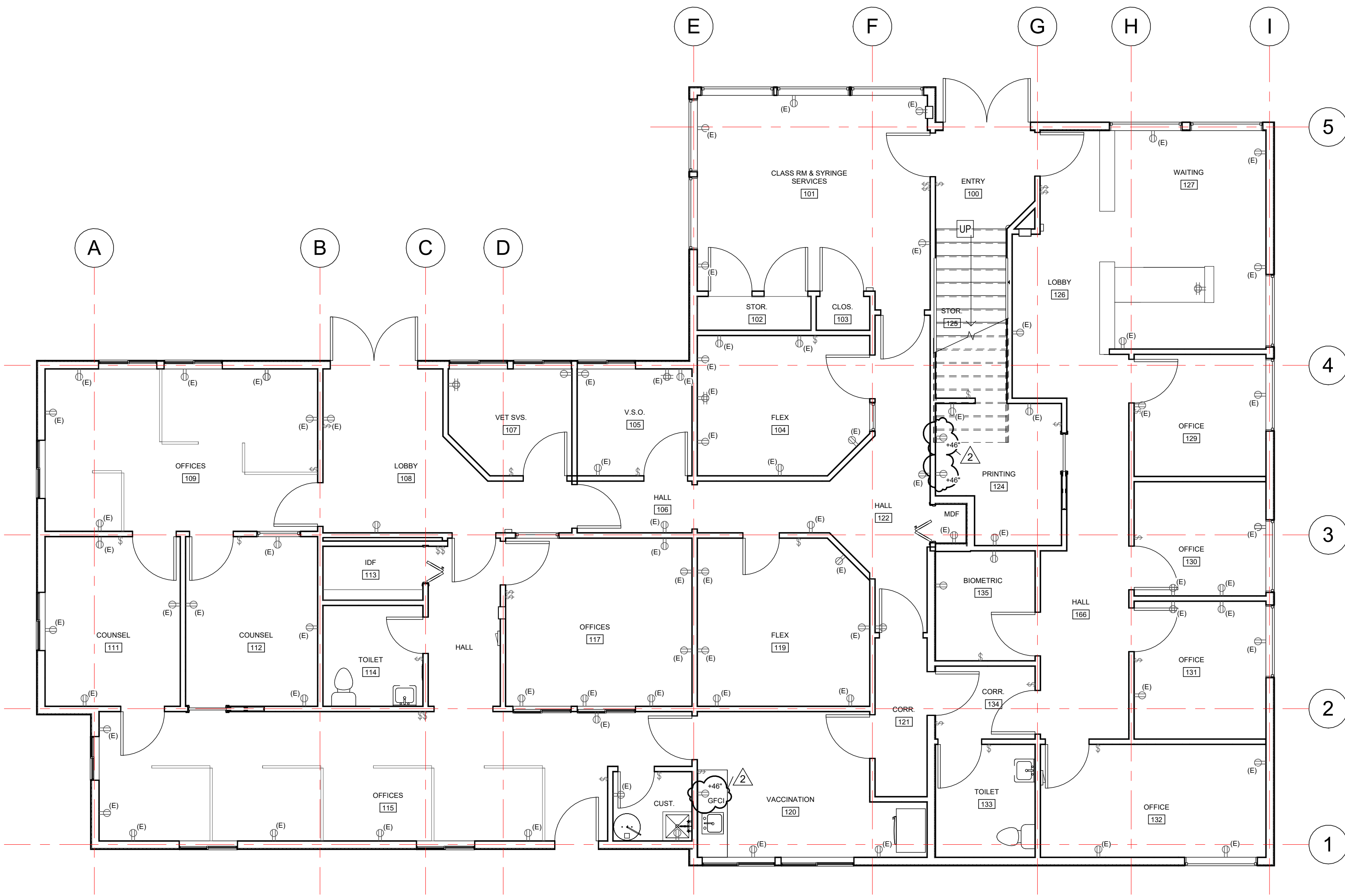
project issue date: 2025-4-23

LIGHTING
PLANS

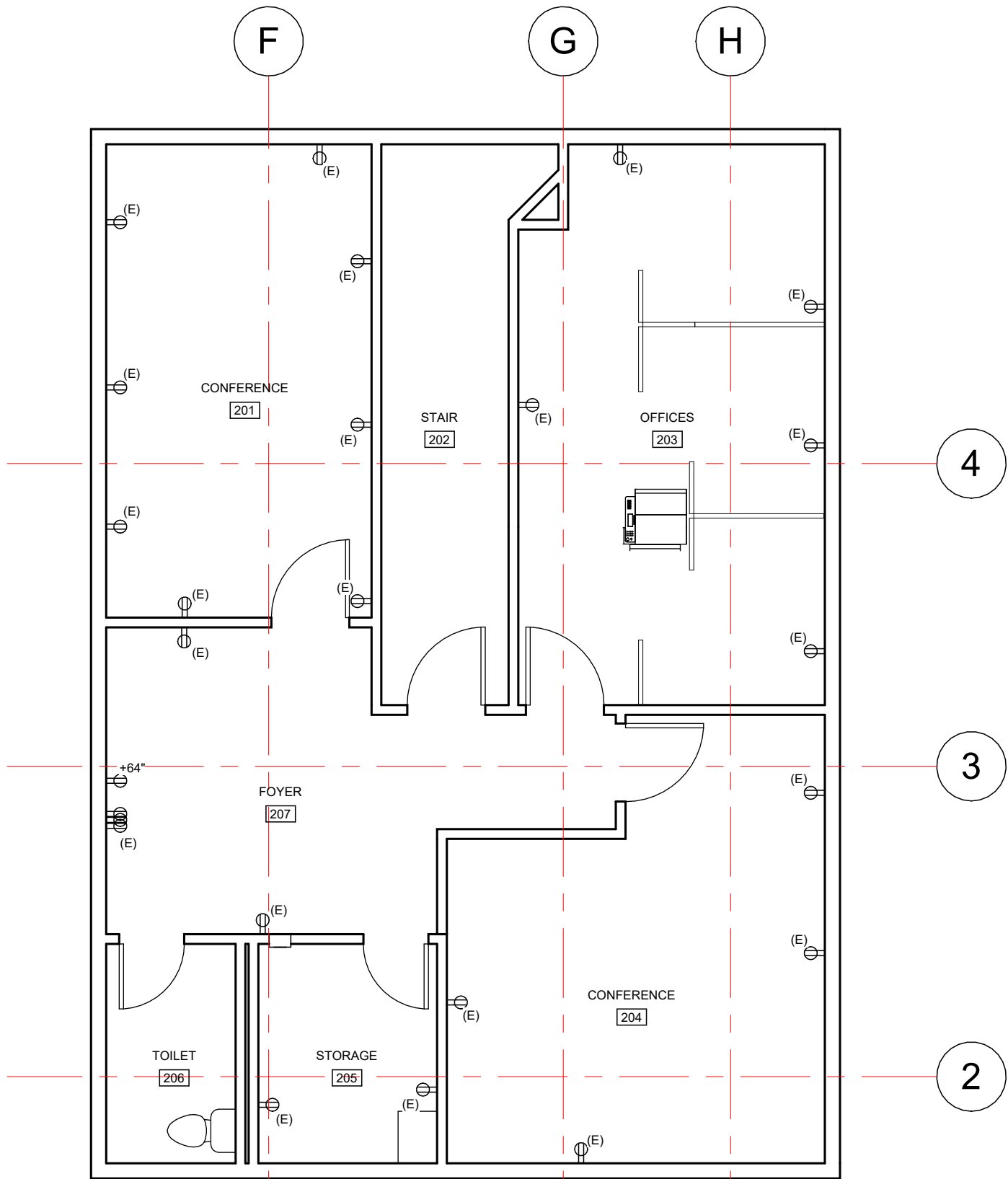
EL1

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE CURRENT NEC AS ADOPTED BY THE STATE OF WASHINGTON AND LOCAL AUTHORITY HAVING JURISDICTION.



1 FIRST FLOOR POWER PLAN
3/16" = 1'-0"



2 SECOND FLOOR POWER PLAN
3/16" = 1'-0"

BAYSHORE DRIVE
IMPROVEMENTS

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project	architect	n/a
project	manager	dk
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project number	25-01	

revisions		
no.	description	date
1	Addendum No.1	5/16/2025
2	Addendum No.2	5/22/2025

BID SET

project issue date: 2025-4-23

POWER PLANS



ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 8/13/2025

To: Melanie Bacon, Chair
Board of Island County Commissioners

From: Jonathan Lange, Director

Amount of time requested for agenda discussion. 45 minutes

Agenda Item No.: 1

Subject: Updates to Chapter 17.06 – Freeland Zoning Code

Description: Island County Planning seeks to make changes to the zoning regulations for the Freeland Non-Municipal Urban Growth Area to support development of workforce housing in Freeland.

Attachments: Memo, Ordinance, Presentation

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Complete



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

1 NE 7th St., Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ Memorandum ~

TO: Board of Island County Commissioners
FROM: Long Range Planning
DATE: **August 1, 2025**
SUBJECT: Updates to Chapter 17.06 – Freeland Zoning Code

Update Chapter 17.06 – Freeland Zoning Code

Island County Planning and Community Development (PCD) seeks to make changes to the zoning regulations for Non-Residential Mixed-Use (NM) and Business Village (BV) zones within the Freeland Non-Municipal Urban Growth Area (NMUGA) aligned with the Comprehensive Plan and Freeland Subarea Plan. In order to support development of workforce housing in Freeland, Long Range Planning proposes these updates to the Freeland Non-municipal Urban Growth Area. Workforce housing is in short supply in Island County, and the proposed updates are meant to help address these concerns.

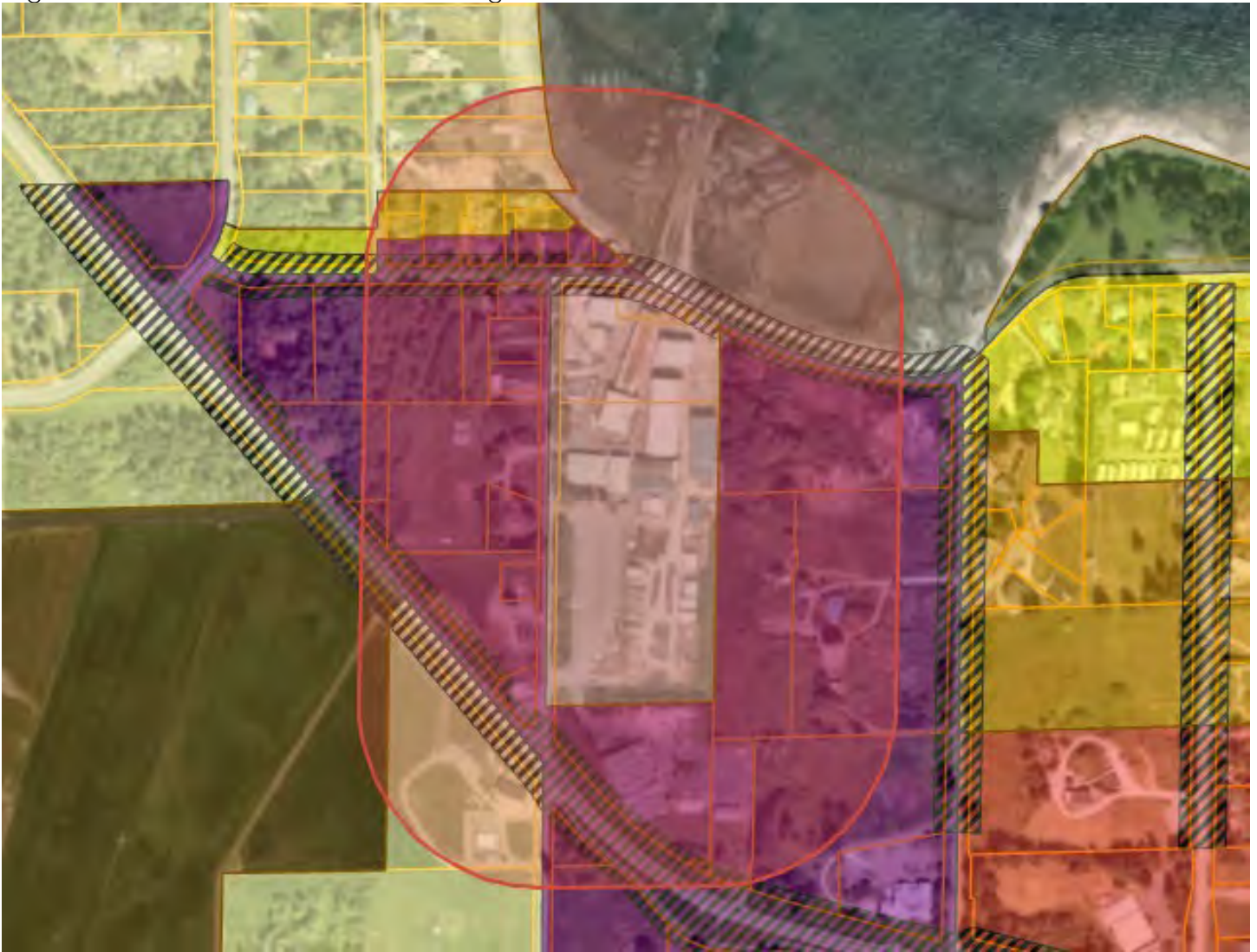
Allow for Workforce Housing

The first two changes are proposed to work in tandem to allow for workforce housing in the NM zone. The first is to allow for multifamily and attached single-family housing in the NM zone when developed in conjunction with an area employer. The next is to eliminate the 500-foot buffer restricting housing development around the Light Industrial zone (see Fig. 1).

The 500-foot buffer was originally created to reduce residential complaints to the industrial area. Workforce, or employee housing has been prohibited by this requirement. The following updates would allow for multi-family or attached single-family residences only for employee housing.

- Allow for attached single family and multifamily housing development in the NM zone
- Allow for housing development in the NM zone within 500' of the Light Industrial (LI) zone
- Residential development only possible in NM zone when developed by or with an area employer for workforce housing

Figure 1: 500-foot buffer around Light Industrial zone in Freeland NMUGA

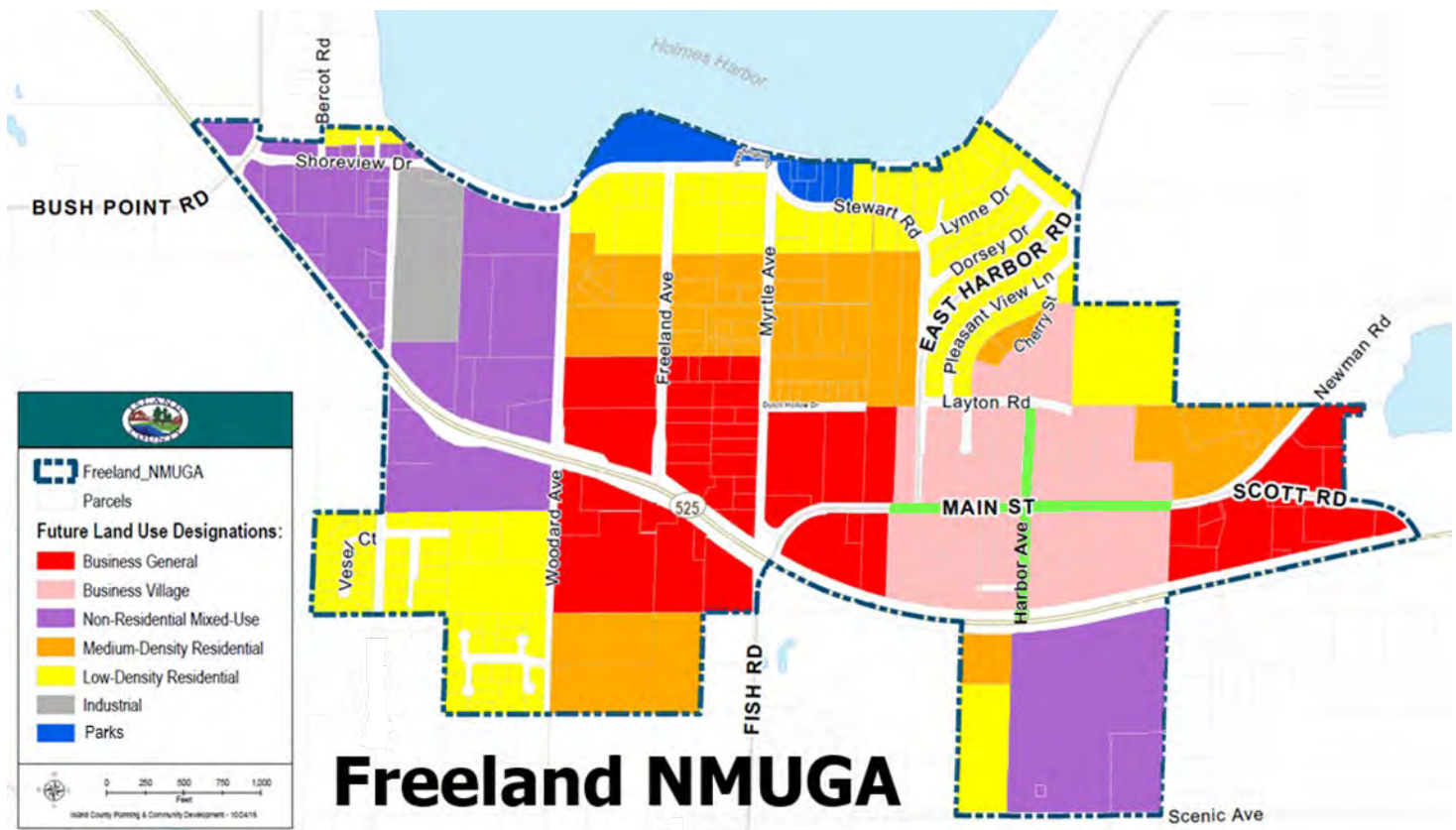


End the Multi-Family Mixed-Use Requirement in BV

The final proposed change is to allow for multi-family housing as a stand-alone use in the BV zone when not along Main Street or Harbor Avenue, the main commercial corridors (see Fig. 2).

- Allow for multi-family development as a stand-alone use in the BV zone
- Mixed-use development still required along Main Street and Harbor Avenue

Figure 2: Freeland Non-Municipal Urban Growth Area showing Main Street and Harbor Avenue (highlighted in green)



Staff Recommendation

Staff recommends moving Ordinance C-XX-25, PLG-003-25 to Consent for approval.

Attachments:

- Ordinance C-XX-25, PLG-003-25

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENTS TO
CHAPTER 17.06 ICC – FREELAND
ZONING CODE

ORDINANCE NO. C-_____-25
PLG-003-25

WHEREAS, Island County conducts planning activities in accordance with Chapter 36.70 RCW, the Planning Enabling Act; and

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990 to guide the development and adoption of comprehensive plans and development regulations of those counties required to plan under RCW 36.70A.040; and

WHEREAS, Island County is required to plan under the GMA; and

WHEREAS, in 1998, the Board of Island County Commissioners approved Ordinance C-123-98, which adopted the first GMA Comprehensive Plan and designated urban growth areas for Oak Harbor, Coupeville, and Langley, and designated Freeland as a Rural Area of More Intense Development (RAID); and

WHEREAS, on December 10, 2007, the Board of Island County Commissioners adopted the initial Freeland Subarea Plan and designated Freeland as a Non-municipal Urban Growth Area (NMUGA); and

WHEREAS, on December 13, 2016, the Board of Island County Commissioners approved Ordinance C-136-16, amending the Freeland Subarea Plan; and

WHEREAS, on June 18, 2019, the Board of Island County Commissioners approved Ordinance C-49-19, further amending the Freeland Subarea Plan, adopting Chapter 17.06 ICC – Freeland Zoning code, and amending the Island County Zoning Atlas; and

WHEREAS, amendments are proposed to Chapter 17.06 ICC regarding the development regulations pertaining to the Freeland NMUGA's Non-residential Mixed-Use (NM) and Business Village (BV) zones; and

WHEREAS, the amendments to Chapter 17.06 ICC will allow for housing development that does not exceed the densities planned for in the Freeland Subarea Plan; and

WHEREAS, the proposed amendments are consistent with the provisions of Chapter 36.70A RCW which requires that development regulations be consistent with the adopted Comprehensive Plan; and

WHEREAS, per the Freeland Subarea Plan, the Freeland NMUGA is designed to absorb residential development to mitigate sprawl and preserve the County's rural character; and

WHEREAS, attached single-family and multifamily housing development shall be allowed in the NM zone when developed in conjunction with an area employer for workforce housing; and

WHEREAS, housing development may occur within the 500 foot buffer of the Light Industrial (LI) zone when developed in conjunction with an area employer for workforce housing; and

WHEREAS, that multi-family development in the BV zone shall be allowed as a stand-alone use so long as it is not located on Main Street or Harbor Avenue; and

WHEREAS, a SEPA Determination of Non-significance was issued March 5, 2025, per WAC 197-11-340; and

WHEREAS, the updates to Chapter 17.06 ICC were publicly noticed with a comment period held from March 5, 2025, through March 19, 2025; and

WHEREAS, the Island County Planning Commission held a Public Hearing to approve and transmit Findings of Fact to the Board of Island County Commissioners and **NOW, THEREFORE**,

IT IS HEREBY ORDAINED that the Board of Island County Commissioners hereby adopts the amendments to Chapter 17.06 – Freeland Zoning code attached as Exhibit A.

EXHIBITS AND ATTACHMENTS

Exhibit A – Chapter 17.06 – Freeland Zoning code amendments

Exhibit B – Planning Commission Findings of Fact

ADOPTED this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:



Joseph B. McPherson
Deputy Prosecuting Attorney and
Island County Code Reviser

DRAFT

EXHIBIT A
CHAPTER 17.06 – FREELAND ZONING CODE
AMENDMENTS

DRAFT

Attachment A: Proposed updates to Chapter 17.06 ICC

See sections 17.06.500—17.06.580 for site design and sections 17.06.600—17.06.670 for building design standards.

TABLE 17.06.210 RESIDENTIAL AND RESIDENTIAL ACCESSORY USES								
<div><div></div> = Type I permitted use</div> <div><div></div> = Type II conditional use</div> <div><div></div> = Type III conditional use</div>		Low Density Residential	Medium Density Residential	Business Village	Business General	Non- Residential	Light Industrial	
USE TYPE		LD	MD	BV	BG	NM	LI	RELATED CODE(S)
Single-Family	Single Family, detached (1 unit)	<div></div>	<div></div> (3)					For Mobile Homes, see ICC 17.06.320.B
	Duplex (2 units)	<div></div> (6,7)	<div></div> (3)	<div></div> (2)				
	Single Family, attached (3—4 units)	<div></div> (6,7)	<div></div> (3,8)	<div></div> (2)		<div></div> (3,5)		Townhomes: ICC 17.06.320.E
	Manufactured home park	<div></div>	<div></div>					ICC 17.06.320.C
Multi-Family	Cottage housing	<div></div> (6,7,8)	<div></div> (3)	<div></div> (2)				ICC 17.06.320.D
	Multi-Family (5+ units)	<div></div> (7)	<div></div> (3,8)	<div></div> (2,3,5)	<div></div> (2,3,5)	<div></div> (2,3,5)		Includes courtyard, villa, and/or bungalow apartments
	Mixed-Use Residential, small (1—4 units)		<div></div> (3,5,7,8)	<div></div> (3,8)	<div></div> (3)	<div></div> (3)		Includes live/work units
	Mixed-Use Residential (5+ units)			<div></div> (3,8)	<div></div> (3)	<div></div> (3)		
Group Quarters	Residential Care Home	<div></div> (1,3,9)	<div></div> (1,3,9)					Up to 6 clients: ICC 17.06.350.C
	Group Home/Adult Family Home	<div></div> (8,9)	<div></div> (8,9)	<div></div> (1,3,8,9)				ICC 17.06.350.C
	Assisted Living/Nursing Home	<div></div> (3,7,9)	<div></div> (9)	<div></div> (1,3,8,9)				
Accessory Uses and Structures	Attached ADU	<div></div> (1)	<div></div> (1)	<div></div> (1)				ICC 17.06.320.A
	Detached ADU	<div></div> (1)	<div></div> (1)	<div></div> (1,5)				ICC 17.06.320.A
	Home Occupation	<div></div> or <div></div> (1)	<div></div> or <div></div> (1)	<div></div> or <div></div> (1)	<div></div> (1)	<div></div> (1)		ICC 17.06.310.A
	Home Industry	<div></div> (1,8)	<div></div> (1,8)	<div></div> (1)	<div></div> (1)	<div></div> (1)		ICC 17.06.310.B

	Accessory structures	I (1)	I (1)	I (1)	I (1)	I (1)	I (1)	Garage, shed, shop, etc.
<p>NOTES:</p> <p>(1) May be allowed as an accessory use only, subject to ICC 17.06.300—17.06.350.</p> <p>(2) Not allowed on Main Street or Harbor Avenue frontages.</p> <p>(3) Not allowed within 500 feet of Industrial (LI) district, unless developed in conjunction with an area employer for workforce housing.</p> <p>(4) Not allowed within 300 feet of a residential district (LD or MD) or existing residential use.</p> <p>(5) May be allowed as a component of a mixed-use development if fully integrated and the commercial component is developed at the same time as, or before, the residential; prohibited as a stand-alone use, unless developed in conjunction with an area employer for workforce housing. Mixed-use may be attached units or with residential in a separate building. In no case shall residential component have more square footage than the non-residential uses.</p> <p>(6) May be allowed as a component of a cluster development, under the PRD provisions in chapter 16.17 ICC.</p> <p>(7) May be allowed as a transitional use under the provisions of ICC 17.06.205.</p> <p>(8) Type II approval if SEPA required (per Chapter 43.21C RCW and 197-11 WAC), Type I approval if SEPA Exempt.</p> <p>(9) Number of bedrooms shall be limited by the septic/sewer capacity.</p>								

(Ord. No. C-49-19 [PLG-004-19], Exh. C, 6-18-2019; Ord. No. C-18-22 [PLG-002-21], Exh. A, 5-3-2022)

EXHIBIT B
PLANNING COMMISSION FINDINGS OF FACT

DRAFT



Island County Planning and Community Development

Jonathan Lange, AICP, CFM
Director

1 NE 7th St., Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: PlanningDept@islandcountywa.gov | <https://www.islandcountywa.gov/207/Planning-Community-Development>

~ FINDINGS OF FACT AND LEGISLATIVE INTENT ~

To: Board of Island County Commissioners
From: Island County Planning Commission
Date: March 19, 2025
Subject: Updates to Chapter 17.06 – Freeland Zoning Code

SUMMARY/BACKGROUND

Island County Planning and Community Development (PCD) seeks to change the zoning regulations for Non-Residential Mixed-Use (NM) and Business Village (BV) zones within the Freeland NMUGA aligned with the Comprehensive Plan and Freeland Subarea Plan. In order to support development of workforce housing in Freeland, Long Range Planning proposes these updates to the Freeland Non-municipal Urban Growth Area. Workforce housing is in short supply in Island County, and the proposed updates are meant to help address these concerns.

Proposed changes and DRAFT documents were provided at Planning Commission workshop on February 5, 2025, and BOCC work session on February 12, 2025.

Update Chapter 17.06 – Freeland Zoning Code

Allow for Workforce Housing

The first two changes are proposed to work in tandem to allow for workforce housing in the NM zone. The first is to allow for multifamily and attached single-family housing in the NM zone when developed in conjunction with an area employer. The next is to eliminate the 500-foot buffer restricting housing development around the Light Industrial zone.

The 500-foot buffer was originally created to reduce industrial impacts and reduce residential complaints. Workforce, or employee housing has been prohibited by this requirement. The following updates would allow for multi-family and attached single-family residences only for employee housing.

- Allow for attached single family and multifamily housing development in the NM zone
- Allow for housing development in the NM zone within 500' of the Light Industrial (LI) zone

- Residential development only possible in NM zone when developed by or with an area employer for workforce housing

End the Multi-Family Mixed-Use Requirement

The final proposed change is to allow for multi-family housing as a stand-alone use in the BV zone when not along Main Street or Harbor Avenue, the main commercial corridors.

- Allow for multi-family development as a stand-alone use in the BV zone
- Mixed-use development still required along Main Street and Harbor Avenue

FINDINGS OF FACT

1. Planning staff seeks to amend Chapter 17.06 ICC regarding the development regulations pertaining to the Freeland NMUGA's NM and BV zones.
2. The Planning Commission finds that the amendments to 17.06 ICC will allow for housing development that does not exceed the densities planned for in the Freeland Subarea Plan.
3. The Planning Commission finds that the proposed amendments are consistent with the provisions of Chapter 36.70A RCW which requires that development regulations be consistent with the adopted Comprehensive Plan.
4. The Planning Commission finds, and the Freeland Subarea Plan supports, that Freeland NMUGA is designed to absorb residential development to mitigate sprawl and preserve the County's rural character while maintaining the function and essence of the Freeland NMUGA.
5. The Planning Commission finds that attached single-family and multifamily housing development shall be allowed in the NM zone when developed in conjunction with an area employer for workforce housing.
6. The Planning Commission finds that housing development may occur within the 500' buffer of the LI zone when developed in conjunction with an area employer for workforce housing.
7. The Planning Commission finds that residential development in the NM zone shall only be permitted when developed in conjunction with an area employer for workforce housing.
8. The Planning Commission finds that multi-family development in the BV zone shall be allowed as a stand-alone use so long as it is not located on Main Street and Harbor Avenue.
9. A SEPA Determination of Non-significance was issued per WAC 197-11-340.
10. The project was publicly noticed with a comment period held from March 5, 2025, through March 19, 2025.

CONCLUSION

The Island County Planning Commission has reviewed the proposed changes to Island County Code 17.06 and hereby recommends that the Board of County Commissioners adopt an ordinance to incorporate the proposed amendments, attached hereto as Attachment A into Island County Code. Respectfully submitted through the Island County Planning Department to the Board of Island County commissioners, pursuant to RCW 36.70.430, this 19th day of March, 2025 by,

A handwritten signature in dark ink, appearing to read "Steve Schwalbe", followed by the date "3/24/2025". The signature is written in a cursive, flowing style.

Steve Schwalbe

Chair, Island County Planning Commission

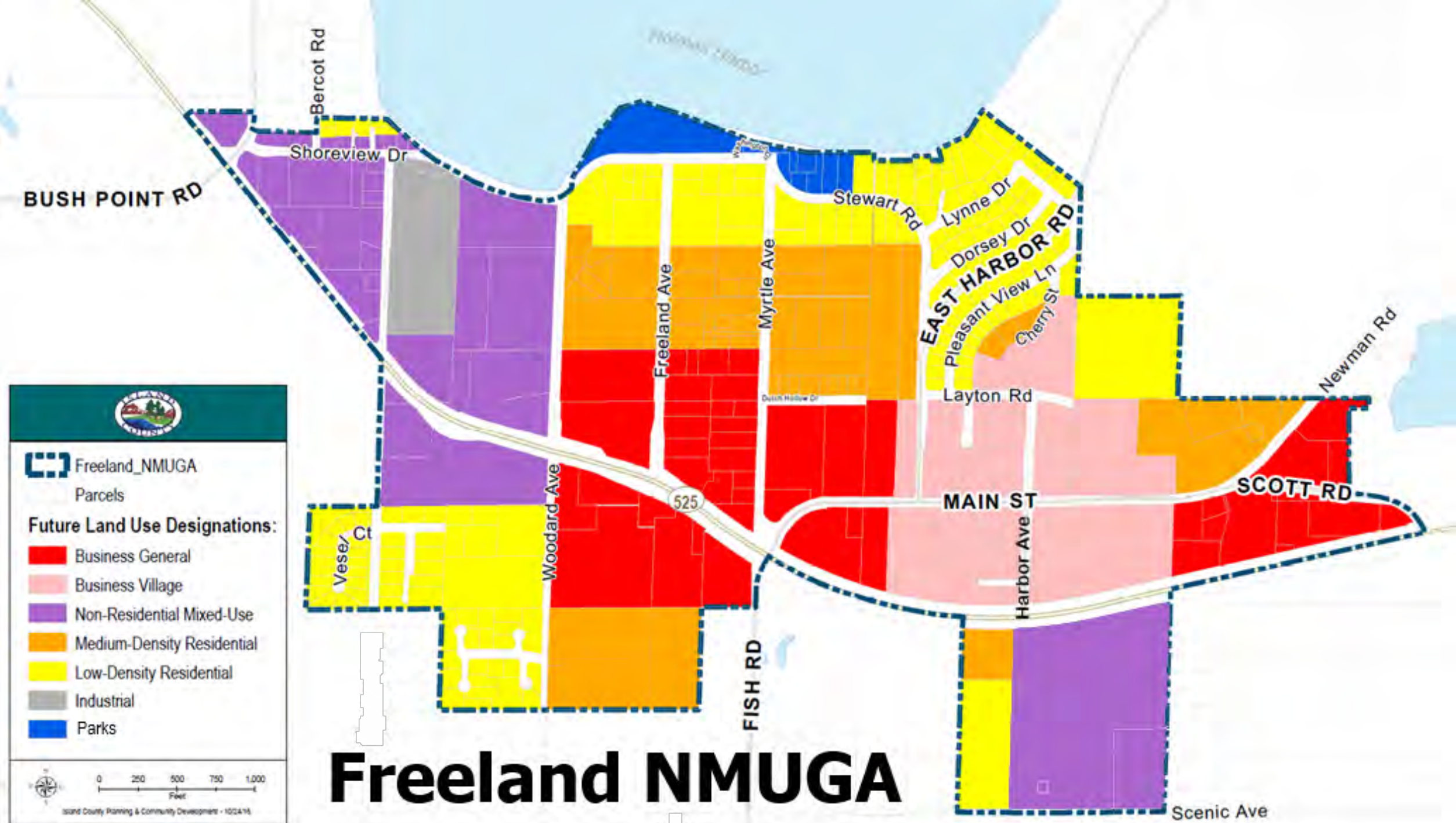
Attachment A: Proposed updates to Chapter 17.06 ICC

FREELAND CODE UPDATES



CHAPTER 17.06 – FREELAND ZONING CODE

August 13, 2025



Freeland NMUGA

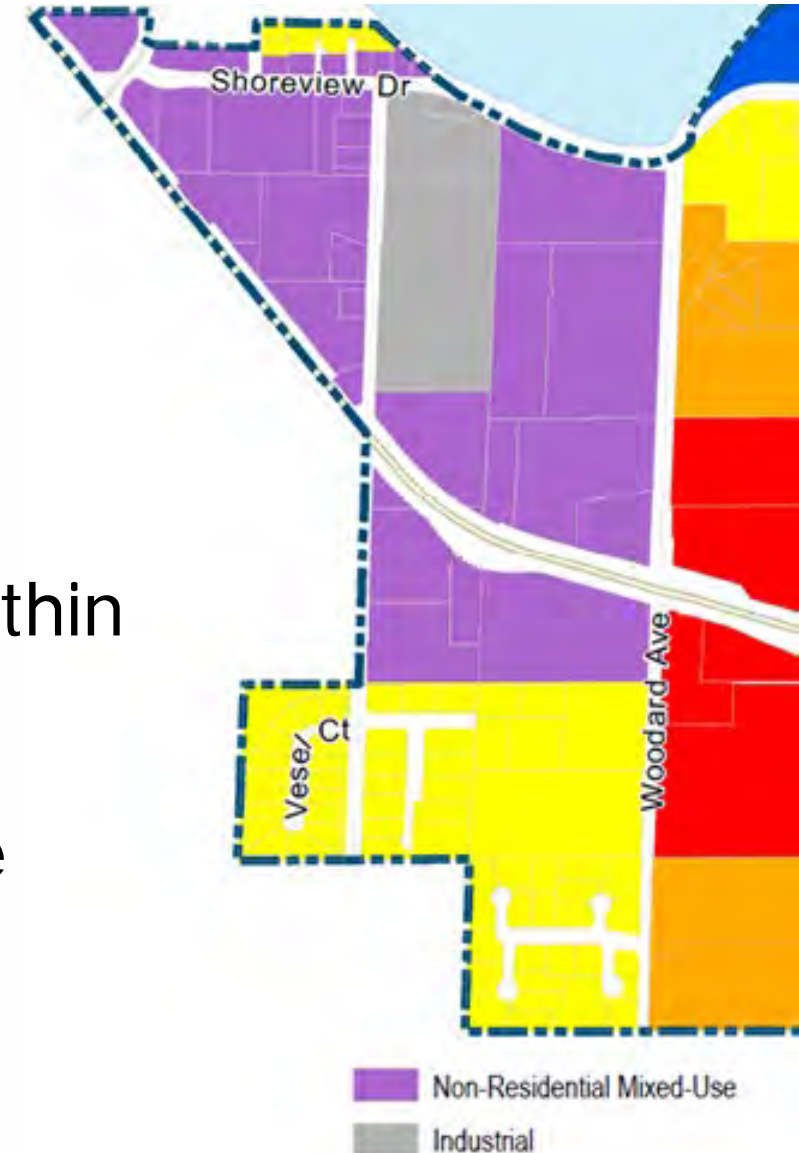


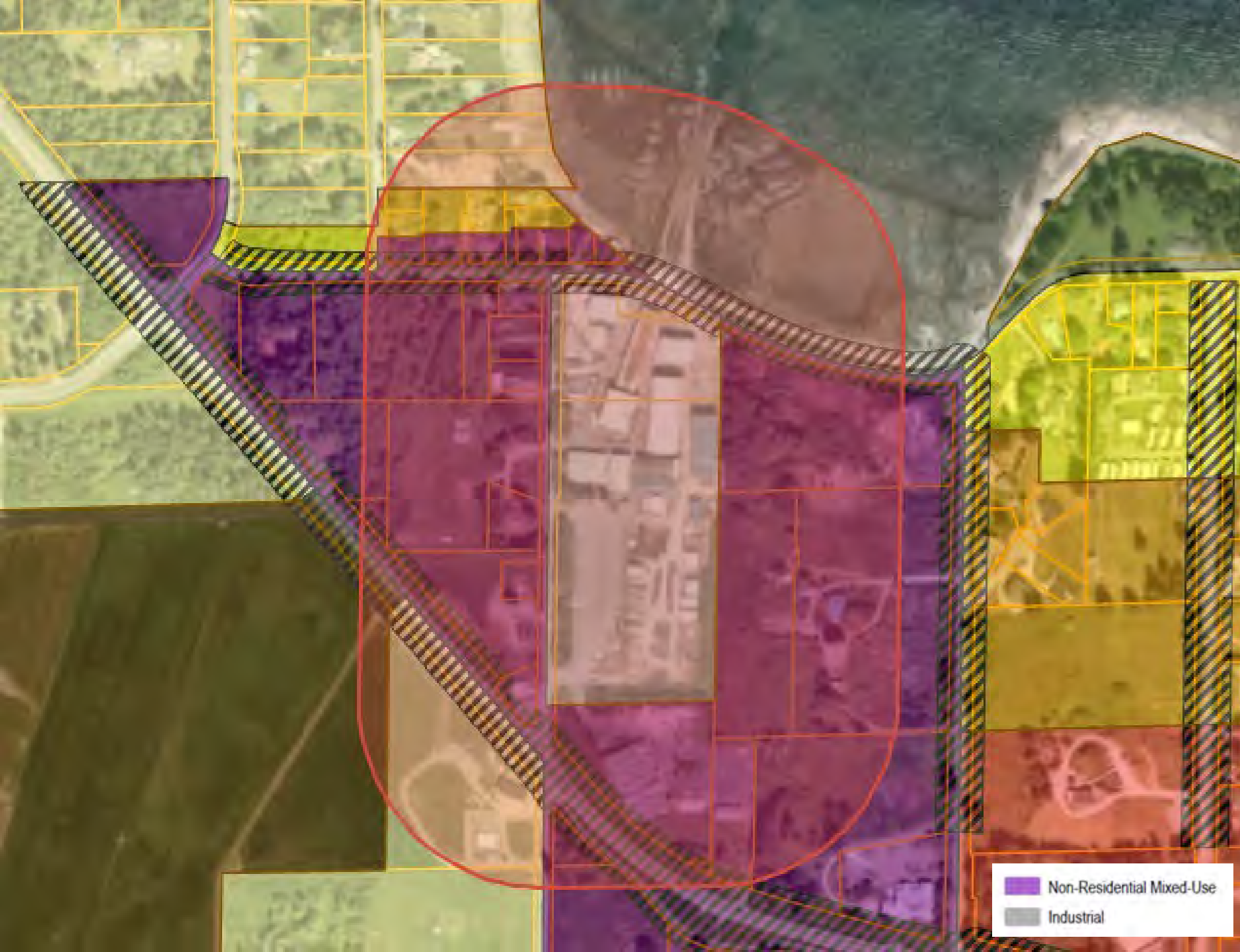
0 250 500 750 1,000
Feet

Non-Residential Mixed-Use (NM)

Allow for Workforce Housing

- Allow for attached single family or multifamily housing development in the NM zone
- Allow for housing development in the NM zone within 500' of the Light Industrial (LI) zone
- Residential development only possible in NM zone when developed by or with an area employer





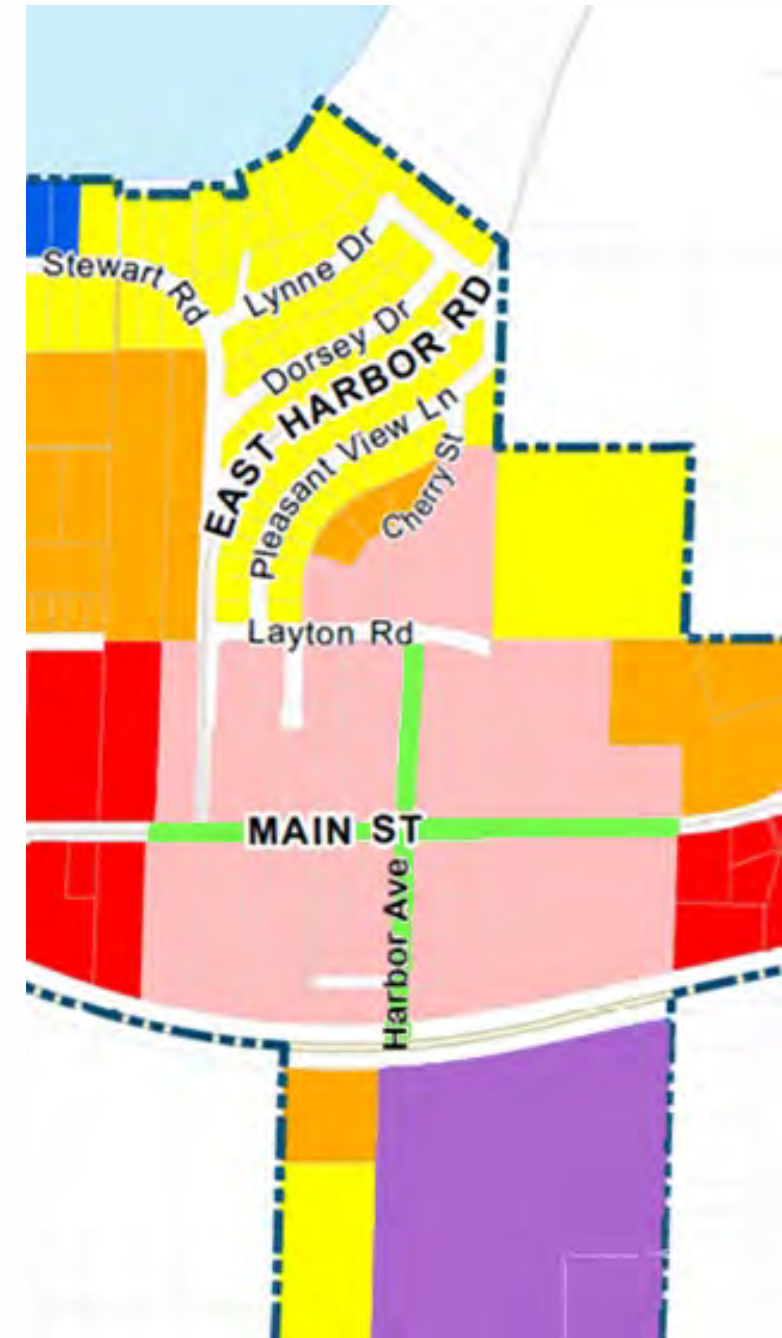
500-foot buffer around the Light Industrial zone in Freeland.

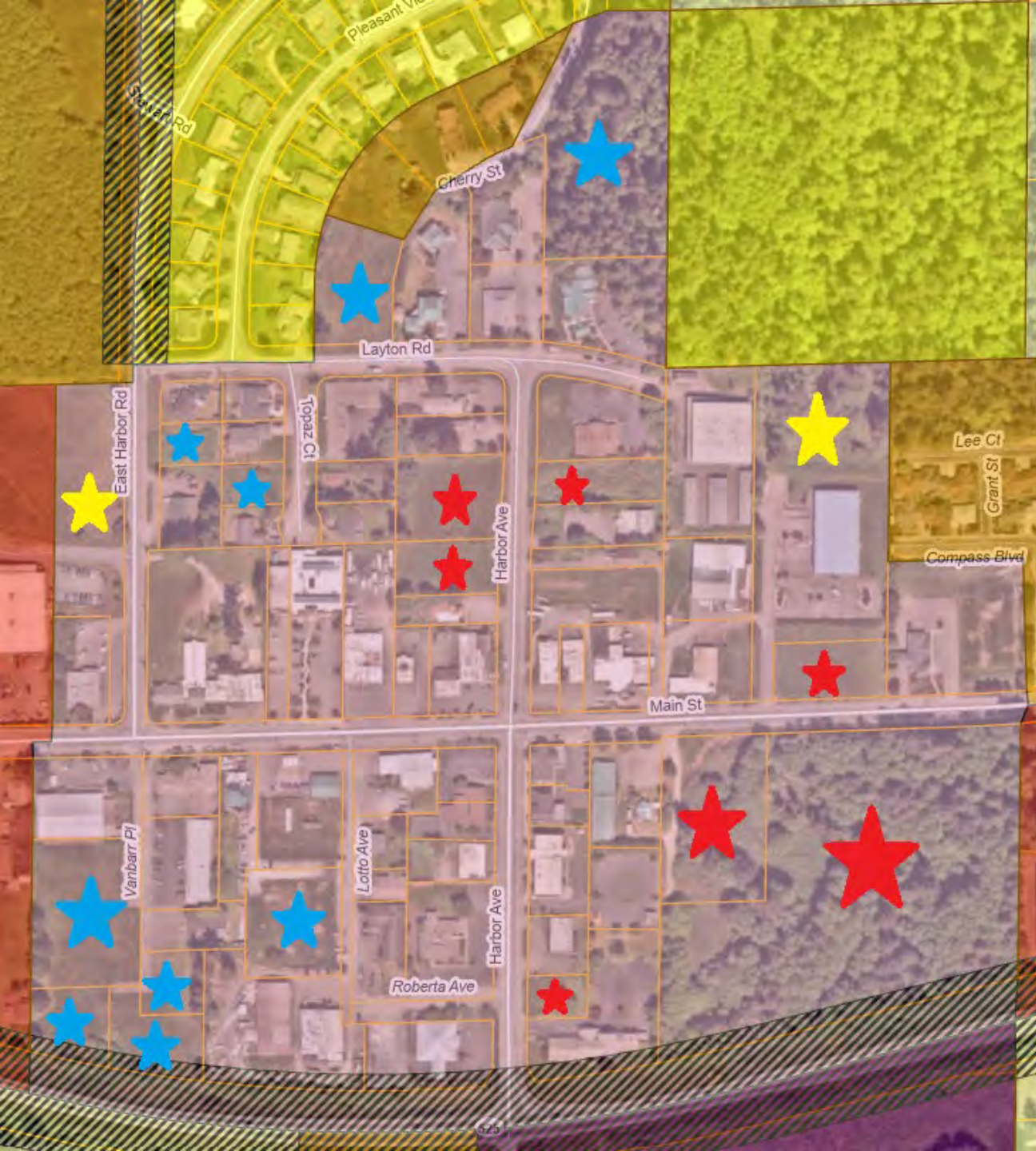
- ❖ Buffer originally created to reduced industrial impacts and residential complaints.
- ❖ Workforce, or employee housing development has been prohibited by this requirement.
- ❖ Proposed updates allow for multifamily or attached single-family housing developed with an area employer

Business Village (BV)

End the Multifamily Mixed-use Requirement

- Allow for multi-family development as a stand-alone use in the BV zone
- Mixed-use development still required along Main Street and Harbor Avenue





Vacant parcels in BV not along Harbor Avenue or Main Street



Possible development potential with a Boundary Line Adjustment or Short Plat



Vacant parcels in BV along Harbor Avenue or Main Street

Public Hearing

The Planning Commission held a Public Hearing on March 19, 2025, and has transmitted their Findings of Fact to the Board.



Recommendation

Staff recommends the Board of Island County Commissioners move Ordinance C-XX-25, PLG-003-25 to Consent for approval.



THANK YOU



BOARD OF ISLAND COUNTY COMMISSIONERS
BUDGET WORKSHOP DISCUSSION
AUGUST 13, 2025 @ 1:00 P.M.
Board of County Commissioners Hearing Room (Room 102B), 1 NE 6th Street, Coupeville, WA

AUGUST 13, 2025, 1:00 P.M.

BUDGET WORKSHOP

Discussion of the 2026 Budget to include:

- Human Services
- Planning

Those interested in attending the meeting virtually please contact the Commissioners' Office at biccsec@islandcountywa.gov or call (360) 679-7354.

[2026 Budget Workshop Schedule](#)

Jennifer Roll, Clerk of the Board of County Commissioners (360) 679-7385

BOARD OF ISLAND COUNTY COMMISSIONERS
BUDGET WORKSHOP DISCUSSION
AUGUST 14, 2025 @ 1:00 P.M.
Board of County Commissioners Hearing Room (Room 102B), 1 NE 6th Street, Coupeville, WA

AUGUST 14, 2025, 1:00 P.M.

BUDGET WORKSHOP

Discussion of the 2026 Budget to include:

- Public Health
- Superior Court
- Prosecuting Attorney's Office

Those interested in attending the meeting virtually please contact the Commissioners' Office at biccsec@islandcountywa.gov or call (360) 679-7354.

[2026 Budget Workshop Schedule](#)

Jennifer Roll, Clerk of the Board of County Commissioners (360) 679-7385