FORMAL BID
2026-030

KITSAP COUNTY PUBLIC WORKS,
CAPITAL FACILITIES DIVISION

FOR

COURTHOUSE ROOF - PHASE 2
PROJECT NO. PR001451 CPA/T000628 CFD

RESPONSE DEADLINE:
SEPTEMBER 10, 2026 AT 2:00 P.M.

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CERTIFICATE PAGE

COURTHOUSE ROOFING PROJECT - PHASE 2

The engineering material and data contained in the Plans and Specifications were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.

	Divisions 0, 1, 6, 7, and 22 Drawings: Courthouse Roof Project – Phase 2 Drawings Timothy Gross P.E Kitsap County, Capital Facilities Division

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VOLUME 1 – CONTRACT DOCUMENTS

COURTHOUSE ROOF - PHASE 2

PROJECT NO. PR001451 CPA/T000628 CFD

KITSAP COUNTY, WASHINGTON

SEPTEMBER 2026

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INVITATION TO BID
FORMAL BID NO. 2026-030

COURTHOUSE ROOF - PHASE 2
PROJECT NO. PR001451 CPA/T000628 CFD

BID SUBMISSION DATE & TIME	September 10, 2026, at 2:00 p.m. SUBMISSION VIA USPS DELIVERY: Kitsap County Purchasing Office Attn: Glen McNeill, Purchasing Agent 614 Division Street MS-7 Port Orchard, Washington 98366 SUBMISSION VIA COURIER OR HAND DELIVERY: Kitsap County Administration Building Purchasing Office, 4th Floor Attn: Glen McNeill, Purchasing Agent 619 Division Street Port Orchard, Washington 98366
BID OPENING TIME & LOCATION	September 10, 2026, at 2:00 p.m. Kitsap County Administration Building Commissioners Chambers, 3rd Floor 619 Division Street Port Orchard, Washington 98366
OPTIONAL SITE VISIT	August 26, 2026 @ 10:00 a.m. SITE VISIT MEETING LOCATION: Near Courthouse employee entrance, south-west parking lot of Courthouse off of Cline Ave (must park on street) 614 Division Street Port Orchard, WA 98366 PROJECT WORK SITE: Kitsap County Courthouse 614 Division Street Port Orchard, WA 98366
WRITTEN QUESTIONS DUE:	Sept. 1, 2026 by 5:00 p.m. to Purchasing Agent below
PURCHASING AGENT:	Glen McNeill, Purchasing Agent Phone: (360) 337-4789 Email: purchasing@kitsap.gov Website: www.kitsapgov.com/das/Pages/Online-Bids.aspx

INVITATION. The Kitsap County Board of Commissioners will receive sealed bids for the **COURTHOUSE ROOF - PHASE 2** project until the time and date indicated above. Bids received before the deadline will be publicly opened and read aloud at the location described above. Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

The principal items or elements of construction include:

> *Project includes the removal and replacement of approximately 56,500 SF low slope roof systems with a KEE membrane roofing system including associated flashing, cribbing, equipment supports, and other roofing accessories at the Kitsap County Courthouse. Additional work includes the temporary relocation of electrical and communications connections, conductors and cabling to keep all rooftop units operational during the work, removal and replacement of existing equipment supports, and removal and replacement of deteriorated roof deck (quantity unknown).*

SITE VISIT. An optional pre-bid site visit will be held at the location described above. The purpose of this site visit is to familiarize bidders with the environment in which the services under this solicitation will be provided. This will be the only tour of the site and facilities.

Oral statements or instructions made during the site visit will not constitute an amendment to this solicitation. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy must be submitted in writing via email to the Purchasing Agent.

Personal protective equipment (PPE), including hard hats, safety vests, and closed-toe shoes, must be worn by all attendees. Those attending should provide their own PPE for the site visit.

COMMUNICATION. All communication concerning this solicitation, including but not limited to questions about the bid process, the contract terms and conditions, how to obtain copies of the bid documents, and/or questions resulting from attendance at the pre-bid site visit, must be directed *via email only* to Kitsap County's Purchasing Agent at purchasing@kitsap.gov. Questions will be accepted until September 1, 2026 at 5:00 p.m. All correspondence related to this solicitation should refer to the solicitation number and page. Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this solicitation or any subsequent contract. Bidders may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the bidder to ensure that they received responses to questions if any are issued. *Oral communications are unofficial and nonbinding on the County.* Questions to, or communications with, other Kitsap County staff may disqualify bidders from the evaluation process. Bid documents may be found on the Kitsap County Website www.kitsapgov.com/das/Pages/Online-Bids.aspx.

ADDENDA. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the bidder's responsibility to check for addenda and appendices. Bidders shall acknowledge receipt of all addenda and complete and submit all solicitation appendices with the offer. Bidders that do not comply with this section may be rejected as non-responsive.

SUBMISSION. Each bid proposal shall be submitted in hard copy format, completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project and solicitation number plainly written on the outside of the envelope. 2 paper copies of the bid proposal must be provided.

All bids shall be accompanied by:

- Fully completed and signed bid form
- Signed acknowledgment of receipt of all addenda
- Bid Bond security in an approved form, certified check, or cashier's check payable to Kitsap County in an amount not less than five percent (5%) of the Bid Proposal
- Subcontractor's List
- Bidder Information
    - Bidder Responsibility Checklist
    - Subcontractor Responsibility Checklist
    - Project References
- Non-Collusion Affidavit
- Certification of Compliance with Wage Payment Statutes
- Any other documents as indicated on the bid form

All of the above items must be complete in all respects, including signatures (notarized where required). Kitsap County reserves the right to award the bid in a manner and on a basis which will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids, the requirements of the Project Specifications herein, and the Contract Documents, and applicable procurement law.

WAIVERS AND REJECTION. Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities. Bids received after the time set for submission of bids will not be considered. The County in its sole discretion also retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control. The County may at any time reject all or part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.

WITHDRAWAL OF BID. Bidders may modify or withdraw a submitted bid prior to the due date and time. A request to modify or withdraw must be in writing, signed by an authorized representative of the bidder, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn bid may be resubmitted prior to the offer due date and time. Negligence in preparing a bid confers no right of withdrawal or modification after the due date and time.

BOND FORFEIT. Should the successful bidder fail to enter into a contract with the County in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

PREPARATION COSTS. The County is not liable for any costs incurred by the bidder in preparing, evaluating, submitting, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the bidder's own expense. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

CONFLICT OF INTEREST. Bidders shall disclose whether the bidder is an immediate family member of or engaged in any business enterprise with a County employee or elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing in the bid proposal.

GRATUITIES AND KICKBACKS. The bidder and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation. NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

REFERENCE CHECKS. The County may conduct reference checks to verify the bidder's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the bid being non-responsive. The County reserves the right to obtain reference checks, other than those provided by the bidder, relevant to the services to be provided and the prospective working relationship between the County and the bidder.

PERSONNEL. It is essential the bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written approval from the County.

PROTESTS. Protests of this solicitation must follow RCW 39.04.105.

BIDDERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION AND TO REVIEW AND UNDERSTAND THE CONDITIONS, REQUIREMENTS, AND CONTRACTOR RESPONSIBILITIES OUTLINED IN THIS INVITATION TO BID AND THE INSTRUCTION TO BIDDERS.

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SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 – INSTRUCTIONS TO BIDDERS

1.01 EXPLANATION TO PROSPECTIVE BIDDERS

A. Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the County five (5) business days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information provided to a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders by addendum to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.

B. In accordance with the legislative findings and policies set forth in RCW 39.19 Kitsap County encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

C. Kitsap County encourages participation in all of its contracts by Veteran-owned businesses defined in RCW 43.60A.010 and registered with the Department of Veteran Affairs; Small, Mini and Micro businesses defined in RCW 39.26.010 and registered in WEBS at https://pr-webs-vendor.des.wa.gov/ and the DES diversity compliance program B2Gnow.

1.02 PREPARATION OF BIDS

A. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, Bidders should indicate "no bid" for any item on which no price is submitted.

B. The Bidder shall submit their bid on the bid forms provided. Substitute bid forms will not be considered unless this solicitation authorizes their submission.

1.03 BID GUARANTEE

A. When the sum of the base bid plus all additive bid alternates is $25,000 or less, bid security is not required. When the sum of the base bid plus all additive alternates is greater than $25,000, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

B. Acceptable forms of bid guarantee include bid bond, postal money order, certified check, or cashier's check made payable to Kitsap County.

C. The County will return bid guarantees, except bid bonds, to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. The successful Bidder's bid guarantee will be returned to the successful Bidder with its official notice to proceed with the work of the contract.

D. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the County.

E. The successful Bidder will return to the County a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful Bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the County may terminate the award of the contract.

F. In the event a Bidder discovers an error in its bid following the bid opening, the Bidder may request to withdraw its bid under the following conditions:

   1. The Bidder must submit written notification of the withdrawal to the County within 24 hours following the bid opening.

   2. The Bidder provides written documentation of the claimed error to the satisfaction of the County within 72 hours following the bid opening.

   3. The County will approve or disapprove the request for withdrawal of the bid in writing. If the Bidder's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the County without penalty. If it is disapproved, the County may retain the Bidder's bid guarantee.

1.04 ADDITIVE OR DEDUCTIVE BID ITEMS

A. The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the County, and within funds available for the project.

B. The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation.

B. Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers on the bid form. Failure to do so shall result in the bid being declared non-responsive.

1.06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The Bidder acknowledges that it has taken steps 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, including but not limited to; (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The Bidder also acknowledges that it has satisfied itself as to 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 exploratory work done by the County, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

1.07 BID AMOUNTS

A. The bid prices shown for each item on the bid form shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.

B. The actual cost of building permit(s) (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the County. Fees for these permits should not be included by the Bidder in the bid amount.

C. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

1.08 TAXES

A. The bid amounts shall include Washington State Sales Tax (WSST) and all other taxes imposed by law. The County will include WSST in progress payments. The Contractor shall pay the WSST to the Washington State Department of Revenue and shall furnish proof of payment to the County if requested.

B. Contractor must bond for contract amount plus the WSST.

1.09 SUBMISSION OF BIDS

A. Bids must be submitted on or before the time as specified in the Advertisement for Bids.

B. The Bid shall be submitted to the location as indicated on the advertisement for bids.

C. Any part of the Bid Form, or in the rare situation of a bid modification, not received prior to the specified times, will not be considered and the bid will be returned to the Bidder unopened.

D. Bidders may modify or withdraw a submitted bid prior to the due date and time. A request to modify or withdraw a bid must be in writing, signed by an authorized representative of the bidder, and submitted by email to the

Project Manager. A withdrawn bid may be resubmitted prior to the offer due date and time.

E. If the bid is submitted electronically, Kitsap County will not guarantee the availability of Internet connectivity or related telecommunication and hosting services. It is the responsibility of the Bidder to confirm with the County's agent listed on the Advertisement for Bids that the Bid was received.

F. All bids shall be accompanied by (but not necessarily limited to):

1. Completed Bid Form – as published in Invitation to Bid
2. Signed acknowledgment of receipt of all addenda
3. Surety company Bid Bond on an approved form, certified check, or cashier's check payable to Kitsap County in an amount not less than five percent (5%) of the Bid Proposal (if applicable)
4. Subcontractor's List
5. Bidder Information
6. Bidder Responsibility Checklist
7. Subcontractor Responsibility Checklist
8. Project References
9. Non-Collusion Affidavit
10. Certification of Compliance with Wage Payment Statutes

G. Required bid submittals shall be complete in all respects, including signatures (notarized where required). Kitsap County reserves the right to award the bid in a manner and on a basis which will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids, the requirements of the Project Specifications herein, and the Contract Documents, and applicable procurement law.

1.10 BID RESULTS

A. Bids will be publicly opened at the date, time, and location as indicated on the Advertisement for Bids. The County will contact all Bidders within two (2) business days from the bid submittal deadline with a bid summary.

1.11 BOND FORFEIT

A. Should the successful bidder fail to enter into a contract with the County in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

1.12 BID PROTESTS

A. Bidders may submit a bid protest to County's agent listed on the Advertisement for Bids within two (2) business days of the receipt of the Bid summary. To be considered timely for purposes of this Section 0.11, a request for electronic copies of bid submissions received must be made

within 2 business days after the bid opening or receipt of the Bid summary.

1. The County will not acknowledge or accept any bid protest received more than 2 business days after the time set out in (A) above.
2. The County will not accept bid protests from non-bidders.

B. The County will review any bid protest received and shall maintain sole discretion on the merits of and resolution of any bid protest.

C. The County will provide written notice to protesting bidders of the intent to enter upon a Public Works Contract with anyone other than the protesting bidder as follows:

1. Not less than 2 business days following the Bid Opening, if no bidders request electronic copies of bid submissions received, or
2. Not less than 2 business days following the date on which the County provided electronic copies of the bid submissions received to those bidders requesting electronic copies of bids received.

1.13 Bidder Responsibility Criteria

A. Mandatory Responsibility Criteria: Before being awarded a public works contract, the Bidder must meet the following mandatory responsibility criteria under RCW 39.04.350 to be considered a responsible Bidder and qualify to be awarded the project. The individual who has signed/submitted the Bid shall be the authorized designee responsible for bid submissions. The Bidder must:

1. At the time of bid submittal, the Bidder shall have a certificate of registration in compliance with RCW 18.27 and the following certificates of registration as applicable:
   a. plumbing contractor license in compliance with RCW 18.106,
   b. elevator contractor license in compliance with RCW 70.87,
   c. electrical contractor license in compliance with RCW 19.28.
2. Have a current state unified business identifier number.
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in RCW 51; an employment security department number as required in RCW 50; and a state excise tax registration number as required in RCW 82.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010, or 39.12.065(3).
5. Public Works and Prevailing Wage Training/Exemption.
   a. Bidders shall have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person(s) to be trained in these requirements. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department. The Department, in consultation with the Prevailing Wage Advisory Committee, must

determine the length of the training.

b. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The Department of Labor and Industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the Department regarding satisfaction of the training requirement or exemption. https://lni.wa.gov/licensing-permits/public-works-projects/contractors- employers/contractor-training

c. 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 Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52. A bidder shall submit a signed Certification of Compliance with Wage Payment Statutes with the bid.

B. Supplemental Responsibility Criteria: In addition to the mandatory Bidder responsibility, the County may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet. (RCW 39.04.350 (3)).

1. Supplemental criteria (if applicable) for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible, will be provided in the invitation to bid or bidding documents.

2. At least five (5) business days before the bid submittal deadline, a potential bidder may request that the County modify the supplemental criteria. The County will evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the County will issue an addendum to the bidding documents identifying the new criteria.

3. If the bidder fails to supply information requested concerning responsibility within the time and manner specified in the bid documents, the County will base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible.

4. If the County determines a bidder to be not responsible, the County will provide, in writing, the reasons for the determination. The bidder may appeal the determination within the time period specified in the bidding documents by presenting additional information to the County. The County will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the County 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.

1.14 CONTRACT AWARD

A. A bid will be considered responsive if it meets the following requirements:

1. It is received at the proper submittal time, date, and location as identified on the Advertisement for Bids.
2. It provides the information and documents as requested by the Advertisement for Bids and Instructions to Bidders.
3. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
4. It is accompanied by a bid guarantee, if required.

B. A bid will be considered responsible if it meets the following requirements:

1. It meets the mandatory responsibility criteria established in RCW 39.04.350 and an overall accounting of the supplemental responsibility criteria established for the project.

C. The bidder completes, signs, and submits the “Responsible Bidder Criteria” form submitted with their bid submission.

D. The County reserves the right to accept or reject any or all bids and to waive informalities.

E. The County may negotiate bid price adjustments with the low responsive Bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.

F. The apparent low Bidder, for purpose of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

G. The Contract will only become effective when signed by an authorized agent of the County. Prior to the County’s authorized signature, any and all costs incurred shall be the sole responsibility of the Bidder.

PART 2 PRODUCTS

2.01 Not used

PART 3 EXECUTION

3.01 Not used

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SECTION 00 41 00
BID FORM

FORMAL BID NO. 2026-030

COURTHOUSE ROOF - PHASE 2
PROJECT NO. PR001451 CPA/T000628 CFD

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with the County, in the form included herein to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

1. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. The County retains the right to request the apparent low bidder extend the award period or adjust their price accordingly. If an adjustment is requested, the County reserves the right to request the same adjustment from other bidders.

2. The County has the right to reject this bid.

3. Bidder will sign and submit the contract attached hereto with all bonds and other documents required by the bidding requirements within ten (10) days after the date of County's Notice of Award.

4. Bidder has examined copies of all the bidding documents.

5. Bidder has made sufficient examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, the quantities and qualities of materials to be supplied and equipment and labor to be used, and the requirements of the contract and proposal submitted, including all addenda for performance of the work.

6. Bidder has visited the jobsite, or has waived such visit, and is completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and has made allowances for those conditions in their bid.

7. Bidder is familiar with all federal, state, and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment, or procedures used in the work, or which in any other way might affect the conduct of the work. The Bidder is assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

8. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents.

9. Bidder agrees that the work will be completed within the time period established in the Contract Documents, as defined in the Specifications, from the date of Notice to Proceed.

10. The bidder has determined from careful examination the methods, materials, labor and equipment required to perform the work in full and shall reflect the same in its bid price. If, during the performance of the work, methods, materials, labor or equipment required are beyond those anticipated by the bidder, the Bidder will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

Bidder has received the following addenda, receipt of which is hereby acknowledged:

DATE	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

SUMMARY OF BID DOCUMENTATION:

It is mandatory that each bidder complete and submit with its bid the documentation required by the contract documents, including but not limited to the following:

1. Bid Proposal
2. Bid Bond
3. Subcontractor's List
4. Bidder Information Form
5. Bidder Responsibility Checklist
6. Subcontractor Responsibility Checklist
7. Non-Collusion Affidavit Certificate
8. Certification of Compliance with Wage Payment Statutes
9. Exceptions & Assumptions Form

BASIC BID:

Pursuant to and in compliance with the advertisement for bids and other documents relating thereto, the undersigned Bidder hereby certifies having carefully examined Contract Documents for the **Courthouse Roof – Phase 2** project as well as conditions affecting the work, and is familiar with the sites; and having made the necessary examinations, hereby proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the bidding and Contract Documents for an amount computed upon the basis of the quantity of work actually performed at the Bid prices set forth herein.

LUMP SUM AND UNIT PRICES:

The Bidder certifies that the cost of all labor, equipment, plans, materials, including overhead and profit, necessary for proper completion of the work shall be included in the prices for the various bid items. NOTE: PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN. All prices shall be legible and written in ink, typed, or computer printed. Erasures, interlineations, or other modifications in the proposal shall be initialed in original

blue ink by the authorized person signing the proposal. The proposal shall include: a price for each item (omitting digits more than four places to the right of the decimal point) and the total contract price (the sum of all extensions).

SALES TAX:

All work identified in the bid schedule is subject to collection of Washington State sales tax on the Contract Price. Bidders should contact the Washington State Department of Revenue for further clarification of sales tax rules. If the project extends through a sales tax increase, the Contractor will be allowed a commensurate increase in the sales tax and adjustment in the contract amount. However, the County will not adjust payment if the Bidder bases a Bid on a misunderstood tax liability.

DELIVERY:

The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.

LIQUIDATED DAMAGES

The undersigned agrees to pay the Owner as liquidated damages the sum of $250 for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice after taxes and retainage.

TIME FOR COMPLETION:

Substantial Completion - The undersigned hereby agrees to Substantially Complete all the work under the Base Bid within 120 calendar days after the date of Notice to Proceed.

Final Completion – All the Work shall be fully and finally completed in accordance with the contract documents within 150 calendar days after the date of Notice to Proceed.

BID SCHEDULE:

1) BASE BID

Item No.	Ref. Section	Estimated Quantity	Unit	Unit Price	Amount (Qty x Unit Price)
1. KEE Membrane Roofing System	07 54 20	1	LS	$	$
2. Roof Deck Replacement	07 01 50	2,000	SF	$	$
3. Roof Drain Replacement	22 14 23	4	EA	$	$
4. Catchment Box and Downspout Assembly	22 14 23	2	EA	$	$
				Subtotal	**$**
				Sales Tax @ 9.2%	**$**
				Total	**$**

OPENING OF BIDS:

Bids received prior to the opening time will be kept unopened and secured until the time of the bid opening as specified in the Advertisement for Bids. No bid received thereafter will be considered. No responsibility will attach, and bidders waive any and all complaints against the County, for premature opening of an improperly addressed or identified bid.

There will not be a public bid opening in accordance with WAC 200-330-040. Bids will be opened privately, and a bid summary will be provided to all bidders within two (2) business days.

The County reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to bidders in the form of addenda.

The County may reject all bids if they exceed budgeted cost or the County may negotiate bid pricing with the apparent low responsive bidder including changes in the plans and specifications, to bring the bid within budgeted cost.

CONTRACT AND BOND:

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract provided herein and to furnish the performance and payment bonds as required.

BID BOND:

It is agreed that if the undersigned fails to execute the Contract and furnish the performance and payment bonds within ten (10) days after written notice of award of Contract, then the Bid Bond shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and bonds in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

SIGNATURE

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Name of Firm: _____

Address: _____

Email: _____

Phone: (_____) _____ Fax: (_____)_____

END OF BID PROPOSAL

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SECTION 00 43 13
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Kitsap County Department of Public Works, hereinafter called the Owner, each in the sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed _____ _____ dollars ($_____) of lawful money of the United States for the payment thereof unto the Owner, the Principal, and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Owner's contract for construction of: **COURTHOUSE ROOF - PHASE 2**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Owner an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives the Performance and Payment Bond on the form provided herein to the Owner, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Owner the sum set forth above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Owner and their respective heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, 2026.

Contractor's Corporate Seal	_____ Principal _____ Signature for Principal _____ Title of Signatory
Surety's Corporate Seal	_____ Surety _____ Signature for Surety _____ Title of Signatory

END OF SECTION

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SECTION 00 43 36
SUBCONTRACTORS DISCLOSURE LIST

Each bidder is required to submit as part of the bid or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning; plumbing as described in RCW 18.106; and electrical as described in RCW 19.28; or to name itself for the work. Additionally, each bidder is required to submit as part of the bid or within 48-hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel and rebar. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.

SUBCONTRACTORS (whose work is equal to or greater than 10% of the bid)
(Note: This is required by this contract and not RCW 39.30.060)

List subcontractors appropriately

Trade: _____

Subcontractor Name: _____

Trade: _____

Subcontractor Name: _____

Trade: _____

Subcontractor Name: _____

Trade: _____

Subcontractor Name: _____

Trade: _____

Subcontractor Name: _____

Trade: _____

Subcontractor Name: _____

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF SECTION

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SECTION 00 43 43
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of September 10, 2026, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co- partnership, proposal must be executed by a partner.*

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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SECTION 00 43 93
BIDDER'S CHECKLIST

NOTE: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and by the Successful Bidder after notification of award and is not intended to be all-inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of the Bid.

1. Contract Documents thoroughly read and understood. _____
2. Attend pre-bid conference. _____
3. All blank spaces in proposal filled in, preferably in black ink. _____
4. Receipt of all addenda acknowledged. _____
5. Bid Form and other documents are signed by authorized officer. _____
6. Prices computed and presented correctly. _____
7. Subcontractors are named as indicated in the Contract Documents. _____
8. The following documents, to be submitted with the bid, completed, signed, and dated as applicable.
    a. Bid Proposal _____
    b. Bid Guaranty Bond _____
    c. Subcontractors List _____
    d. Bidder Information, including:
        i. Bidder Responsibility Checklist _____
        ii. Subcontractor Responsibility Checklist _____
        iii. Project References _____
    e. Non-Collusion Affidavit Certificate _____
    f. Certification of Compliance with Wage Payment Statutes _____
    g. Exceptions & Assumptions Form _____
9. Bid documents submitted in sealed envelope and properly labeled. _____
10. The following documents shall be executed and complied with after the contract is awarded:
    a. Capital Projects Contract Agreement _____
    b. Performance and Payment Bond _____
    c. Insurance Certificates _____

END OF SECTION

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SECTION 00 45 01
BIDDER INFORMATION

Contracting Firm Name:
Number of Years Contractor has been in the construction business under its present firm name:
Present gross dollar amount of work under contract:
Present gross dollar amount remaining to be completed of work under contract:
General type of work performed by firm:

List the top five (5) major pieces of equipment to be used on this project:	Owned	Leased	Rented
1.			
2.			
3.			
4.			
5.			

Project Manager and Superintendent responsible for this project	# of Years with Firm
Name of Project Manager:	
Name of Superintendent:	

Bank Reference:
Have you changed bonding companies within the last three years?
If so, why? (Optional)

Have you ever been sued by a client or have you ever sued a client on any public works contract for a special purpose district, municipality, county, or state government?_____

For what reason? _____

_____

Disposition of case, if settled: _____

_____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, describe the plan to address those payments_____

_____

_____

Bidder agrees that the County shall retain the right to obtain any and all credit reports?

(_____) _____
Yes Signature

In the last 5 years, has the Bidder had a three-year average Experience Modification Rate (EMR) no greater than 1.1 (Include EMR documentation)?

(_____) _____
Yes/No Signature

Does the Bidder have sufficient bonding capacity?

(_____) _____
Yes/No Signature

The Bidder shall include with their Bid a notarized statement from an admitted and Washington State approved surety insurer, which states that Bidder's current bonding capacity is sufficient for this project.

In the last five (5) years, has the Bidder had their Contractor's license revoked?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been "defaulted" or "terminated" by an owner (other than for convenience of the owner)?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been convicted of a crime involving the awarding of a contract of a government (local, state, or federal) construction project or the bidding or performance of a government construction contract?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been found guilty in a criminal action, for making any false claim or material misrepresentations to any public agency or entity?

(_____) _____
Yes/No Signature

In the last five (5) years, has the Bidder been convicted of a crime involving any federal, state or local law related to construction, including acts of dishonesty?

(_____) _____
Yes/No Signature

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

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SECTION 00 45 02
SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist will be used to document that the Bidder meets the mandatory bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information	
Project Name: COURTHOUSE ROOF - PHASE 2	Solicitation Number: 2026-030
Subcontractor's Business Name:	Bid Submittal Deadline: Sept. 10, 2026, at 2:00 p.m.
Contractor Registration	
License Number:	Status: Active: Yes ☐ No ☐
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Contractor Infraction List	
Is Subcontractor on Infraction List? Yes ☐ No ☐	
Current UBI Number	
UBI Number:	Account Status: Open ☐ Closed ☐
Industrial Insurance Coverage	
Account Number:	Account Current: Yes ☐ No ☐
Employment Security Department Number	
Employment Security Department Number:	
Provide a copy of latest correspondence containing subcontractor's account number with Employment Security Department. Do not provide documents containing personal information such as social security numbers.	
State Excise Tax Registration Number	
Tax Registration Number:	Account Status: Open ☐ Closed ☐
Not Disqualified from Bidding	
Has the Subcontractor ever been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? Yes ☐ No ☐	
Has the Subcontractor been listed on the County's debarment list in the last two (2) years? Yes ☐ No ☐	
Has the Subcontractor received training on the requirements related to public works and prevailing wage (RCW 39.04.350(f))? Yes ☐ No ☐ Exempt ☐	
Contractor Licenses	
Electrical: If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes ☐ No ☐	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes ☐ No ☐
Checked by:	
Name of Employee:	Date:

[THIS FORM SHALL BE COMPLETED IN FULL FOR EACH SUBCONTRACTOR AND SUBMITTED WITH THE BID PROPOSAL]

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SECTION 00 45 13
PROJECT REFERENCES

Using the following form (use additional forms as needed), the Bidder shall describe projects that meet the similar size and scope criteria of the Plans and Specifications.

Project Name: _____

Project Manager: _____ Project Superintendent: _____

Public Agency Name: _____

Contact Person: _____ Phone No: _____

Awarded Contract Amount: _____ Final Contract Amount: _____

Project Start Date: _____ Project Completion Date: _____

Project Location: _____

Project Scope: _____

_____

_____

_____

_____

_____

_____

Claims, if any, filed by the Contractor and the basis for the claims: _____

_____

_____

_____

_____

_____

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF SECTION

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SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this proposal to Kitsap County for its consideration in the award of the contract.

_____
Legal Name of Bidder

_____
By (Signature)

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other ☐

_____
Street Address

_____ _____ _____
City State Zip

_____
Telephone

_____
State of Washington Contractor's Number

STATE OF WASHINGTON)

( ) SS.

COUNTY OF KITSAP)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 202_

_____ Notary Public in and for the State of Washington, residing at

_____

My Commission Expires: _____

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF SECTION

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CONTRACT NO. KC-XXX-XX
CAPITAL PROJECTS CONTRACT AGREEMENT

This Contract is made and entered into this _____ day of _____, 20XX between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), and [CONTRACTOR], a [State] state [CONTRACTOR TYPE], having its principal offices at [CONTRACTOR ADDRESS] ("Contractor").

WHEREAS, the County desires to complete the **COURTHOUSE ROOF - PHASE 2** project, in Commissioner District #3, and

WHEREAS, the Contractor has been selected by competitive bid 2026-030 as the responsible bidder with the lowest responsive bid as is required by Chapter 39.04 RCW.

NOW THEREFORE, in consideration of the terms and conditions of this Contract, the County and the Contractor mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract between the parties is expressed in the Contract Documents, which include the Invitation to Bid; the accepted Bid Proposal; the Bid Bond; the Subcontractor's List; the Bidder Information, including the Bidder and any subcontractor Responsibility Checklist; the Non-Collusion Affidavit; the Certification of Compliance with Wage Payment Statutes; the Performance and Payment Bonds; the Plans and Specifications; any approved addenda and change orders, and this Contract.

2. DESCRIPTION OF THE WORK

This Contract provides for the demolition of four building structures in accordance with the Plans and Specifications entitled "**COURTHOUSE ROOF - PHASE 2**." Contractor agrees to furnish all material, labor, carriage, tools, equipment, apparatus, facilities, and anything else necessary to complete the work in a professional and workmanlike manner.

The Contractor shall complete its Work in a timely manner and in accordance with the agreed schedule submitted by the Contractor and approved by the County.

3. NOTICE TO PROCEED

The County shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

4. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described in the Contract Documents. Failure to complete the work within the allowed time limit will subject the Contractor to the payment of liquidated damages as described in herein.

Delays in the completion of this Contract will negatively affect the efficient and continuous operation of the County Courthouse site. Delays also cost taxpayers undue sums of money, adding time needed for additional administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees to pay liquidated damages in the amount of $250.00 for each working day beyond the number of working days established below, and to authorize the County to deduct these liquidated damages from any money due to coming due to the Contractor.

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

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

5. TIME FOR COMPLETION

The work to be performed under this Contract shall commence upon receipt of Notice to Proceed. Time for Completion of the Contract Documents and Substantial Completion of the work shall be achieved within one-hundred twenty (120) Working Days, exclusive of a Procurement Suspension.

Substantial Completion is when all physical work is complete except for punch list items. In other words, this is the date that the contracting agency has full and unrestricted use of the facilities, both from an operational and safety standpoint. Only minor incidental work remains, such as replacement of temporary substitute facilities or minor corrections or repairs.

Contract Time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within ten (10) calendar days after approved submittals, place purchase orders for all materials deemed critical by the County for physical completion of the Contract. The Contractor shall provide copies of purchase orders for critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Project Schedule. If the approved Project Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed ten (10) calendar days, then Contract Time will be suspended for physical completion of critical work dependent upon the below listed critical materials:

- N/A

Charging of the final ten [10] Working Days of Contract Time in accordance with the Work Sequence within the Project Specifications shall resume upon delivery of the critical materials to the Contractor.

6. CONTRACT AMOUNT

The County hereby agrees to pay the Contractor according to the Contractor's Bid in the amount of $**[CONTRACT AMOUNT]** (including accepted alternates and Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

7. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. These representatives will be:

County's Contract Representative

Name:	Timothy Gross, PE
Title:	Project Manager
Address:	507 Austin Ave
Phone:	(360) 801-8639
Email:	tgross@kitsap.gov

Contractor's Contract Representative

Name:	[Contractor Rep Name]
Title:	[Contractor Rep Title]
Address:	[Contractor Rep Addr]
Phone:	[Contractor Rep Phone]
Email:	[Contractor Rep Email]

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the County's Representative. Any work executed upon the direction of any person or entity other than the County's Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The County's Representative shall have the authority to reject any and all nonconforming or defective work under the Contract Documents.

8. PAYMENT

At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with Chapter 60.28 RCW and Section 10 below. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Contract Documents have been submitted. At the Contractor's selection, the County will retain these funds in accordance with RCW 60.28.011 in:

- ☐ a separate fund within Kitsap County
- ☐ an interest-bearing bank account
- ☐ an escrow account

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the

Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.

Unless otherwise provided for in this Contract or any of the Contract Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.

No payment shall be made for any work performed by the Contractor except for work identified and set forth in this Contract or the Contract Documents.

9. PREVAILING WAGES

Contractor shall be responsible for complying with the prevailing wage requirements associated with Chapter 39.12 RCW and WAC 296-127.

Pursuant to Chapter 39.12 RCW and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. The prevailing rate shall be calculated as of March 1, 2026 for Kitsap County and the applicable trade. For all subcontractors, the Contractor agrees that the date for determining prevailing wages will be the date of the contract between the Contractor and the subcontractor. A copy of such prevailing rates of per diem wages can be found at https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ and shall be posted by the Contractor at the work site.

A “Statement of Intent to Pay Prevailing Wages” (hereinafter “Statement of Intent”) must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. The Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS; RETAINAGE

a. The Contractor agrees to provide Performance and Payment Bonds on forms approved by the County. Pursuant to Chapter 39.08 RCW, the Contractor shall make, execute, and deliver to the County the performance and payment bonds for the full contract amount of $**[CONTRACT AMOUNT]**. The bonds shall also cover any and all approved amendments. The bonds must be submitted within ten (10) days after contract execution.

b. The County shall reserve a contract retainage of five (5) percent of every invoice in accordance with chapter 60.28 RCW. The County shall promptly release any retained percentage withheld if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an “Affidavit of Wages Paid.”

c. For purposes of the RCW 60.28.011, the term “completion of all contract work” has the same meaning as the “date of final acceptance” under RCW 36.08.010.

d. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

e. Payment and performance bonds for this project have been issued by [SURETY COMPANY NAME], Street address: [ADDRESS], City: [CITY], Telephone: [PHONE NUMBER], Contact Person: [CONTACT PERSON], in the amount of [BOND AMOUNT].

11. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.

"Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.

Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with the County's requests for information. The County at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against

the County. The violation of any provisions of this section, including improper refusal to accept tender, is a material breach.

12. INSURANCE

Contractor agrees to comply with the insurance requirements described below.

a. *Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.*

b. *Professional Liability. (Check one of the following options):*

   ☒ Not applicable.

   ☐ Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage, or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations, or laboratory analysis where such Services are rendered under the Contract.

c. *Commercial General Liability ("CGL"). Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.*

d. *Automobile Liability. (Check one of the following options):*

   ☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

   ☒ Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

   ☐ Not less than $100,000 per occurrence and $300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contact, the coverage shall include owned, hired, and non-owned automobiles.

e. *Umbrella or Excess Liability. The Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.*

f. *Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000.*

g. *Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.*

h. *Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.*

i. *Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.*

j. *Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.*

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.

k. *No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.*

l. *Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.*

13. WARRANTY

The Contractor shall warranty all work as required in the Specifications. Further, the Contractor shall ensure that for any equipment, material, or item installed under this Agreement, the County will be a beneficiary of any and all warranties that are furnished as a customary trade practice and that installation will not void any such warranty. To effect this arrangement, all subcontracts executed in performance of this Agreement shall include the following language:

> This contract is for the benefit of the County Courthouse which is owned by Kitsap County. Kitsap County is therefore hereby made a third-party beneficiary to this contract and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

14. TERMINATION

This contract may be terminated by the officials or agents of the County authorized to contract for or supervise the execution of such work.

The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with this Contract.

In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.

If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

15. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

16. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor shall comply with all laws regarding workers' compensation.

The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. Furthermore, the Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.

The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Representative or designee.

17. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors in the performance of this Contract shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

18. CHOICE OF LAW, JURISDICTION AND VENUE

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

19. SUCCESSORS AND ASSIGNS

The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

21. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party representative or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's representative identified in Section 3 at the address therein, or if emailed (with read receipt) to the other Party's representative at the email address therein. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by email, service will be effective upon confirmation of receipt or three (3) days after mailing the original.

24. MODIFICATION

All amendments or modifications shall be in writing, signed by both parties consistent with Kitsap County Code, and attached to this Contract.

25. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

26. COMPLIANCE WITH PUBLIC RECORDS ACT

Contractor acknowledges that the County is subject to the Public Records Act, chapter 42.56 RCW ("Act"). All records owned, used, or retained by the County are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the County or Contractor. Contractor shall cooperate with the County so County may comply with all of its obligations under the Act. Contractor shall promptly provide County with all records relating to this Agreement requested by County for purposes of complying with the Act at no cost to the County. With the exception of this Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act the Contractor shall clearly label or identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. Of the contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.

27. RECORDS RETENTION

The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County at no cost to the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the County from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this subsection. This subsection shall survive expiration or termination of the Agreement.

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28. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this ____ day of _____, 2026	Dated this ____ day of _____, 2026
CONTRACTOR NAME	**BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON**
_____	_____
Signature	**COMMISSIONER**, CHAIR
_____	_____
Print Name	**COMMISSIONER**, COMMISSIONER
_____	_____
Title	**COMMISSIONER**, COMMISSIONER
_____	
Contractor Registration No.	**ATTEST:**
_____	_____
Federal Tax ID No.	KIRSTEN JEWELL, CLERK OF THE BOARD

END OF CAPITAL PROJECTS CONTRACT AGREEMENT

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PREVAILING WAGE

1. GENERAL COMPLIANCE. Contractor shall comply with all prevailing wage requirements of RCW 39.12 and WAC 296-127, including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall not pay less than the prevailing hourly rate of wage. Contractor certifies it is not a debarred entity or a "substantially identical" successor under RCW 39.12.010. Contractor pays all filing fees.

2. WAGE DETERMINATION. The applicable prevailing wage rates shall be determined in accordance with WAC 296-127-011 and WAC 296-127-023, as applicable. The rates shall be those in effect for the locality where the work is performed on the date required by these regulations and shall be updated as required by law. Link to Rates: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

3. MANDATORY TRAINING. Contractor certifies completion of L&I-approved public works and prevailing wage training. Contractor shall verify subcontractor compliance before work begins. This requirement is waived ONLY if Contractor has (i) held a WA business license for 3 or more years, and (ii) has completed 3 or more WA public works projects. RCW 39.04.350

4. POSTING REQUIREMENTS (RCW 39.12.020)
   a. Contracts over $10,000: Contractor shall post in a location readily visible to workers at the job site: A copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Department of Labor and Industries (L&I), and address/telephone number of the Industrial Statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.
   b. Exceptions for Mobile/Utility Projects: On road construction, sewer line, pipeline, transmission line, street, or alley improvement projects with no field office, Contractor may post the prevailing rate of wage statement at Contractor's local office, gravel crushing, concrete, or asphalt batch plant, provided Contractor provides a copy of the wage statement to any employee on request. RCW 39.12.020.

5. STATEMENT OF INTENT AND AFFIDAVIT OF WAGES PAID
   a. Payment Approval: Contractor and subcontractors shall file a "Statement of Intent to Pay Prevailing Wages" with L&I. No payment will be made until County verifies the Intents are approved by L&I. RCW 39.12.040.
   b. Contracts over $10,000: Contractor's Statement of Intent must include their registration number, the prevailing wage for each classification of workers entitled to prevailing wage, and the estimated number of workers in each classification. RCW 39.12.040(1)(a)
   c. Final Payment/Retainage: Following final acceptance, an Affidavit of Wages Paid must be submitted to L & I before final funds are released.
   d. Final Payment for Projects over $35,000: County shall file a Notice of Completion; retained funds will be released only after the 60-day lien period and Certificates of Release are issued by DOR, Employment Security, and L&I. RCW 60.28.051, RCW 60.28.011.
   e. Final Payment for Projects $35,000 or less (or no retainage): Contractor and all subcontractors shall file an Affidavit of Wages Paid with L&I. Final payment will not

be disbursed until County verifies L&I approval of all Affidavits. RCW 39.12.040; RCW 60.28.051.

f. Prior to Performance. No contractor or subcontractor shall begin performance of any work on a public works project until the County has received a 'Statement of Intent to Pay Prevailing Wages' approved by L&I.

6. CERTIFIED PAYROLL REPORTS
   a. Weekly Filing: Contractor and every subcontractor shall electronically submit weekly certified payroll reports for all prevailing wage work performed directly to L&I through the online Prevailing Wage Intent & Affidavit (PWIA) system.
   b. Payment Verification: County will not issue payment until compliance with this filing requirement is verified. RCW 39.12.120

7. ALTERNATIVE PROCEDURE. For projects of $5,000 or less (including tax) with no subcontractors, the County may authorize the "Combined Intent and Affidavit" electronic filing procedure pursuant to RCW 39.12.040(2).

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KITSAP COUNTY 18 57 WASHINGTON	**EXCEPTIONS AND ASSUMPTIONS FORM**	**PURCHASING DEPARTMENT** 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788

BIDDER'S NAME: _____

The County does not intend to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in a proposal being deemed nonresponsive. Offerors shall identify all Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the solicitation and associated documents must be clearly identified on the table below and returned with the proposal. Unallowable or questionable Exceptions and/or Assumptions may cause a proposal to be non-responsive. Exceptions or Assumptions noted elsewhere in the solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS *(attach additional pages if needed)*:

Identify All Exceptions and Deviations *(check one)*

☐ **No Exceptions Requested**: Bidder is not requesting exceptions to the solicitation and associated documents.

☐ Bidder requests the exceptions and/or assumptions identified below:

No	Section, page, and reference	Language to which an Exception or Assumption taken	Provide basis for all Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					
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24.					

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title

Washington State Department of Labor & Industries

Apprentice Utilization Plan

Apprenticeship

To be submitted before receiving notice to proceed

Project Name:	Contract Number:	Today's Date:
Prime Contractor:	Prime Contractor Intent Number:	
Include all labor hours for all trades (including apprentice hours), including those performed by Subcontractors.		

					Estimated in hours	
Start Date	Contractor or Subcontractor	Occupation	Registered Training Agent?	Apprenticeship Program Name	Total Labor	Apprentice
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
			☐ Yes ☐ No			
Comments:			**Project Percent is the apprentice hours (right column) divided by the total labor hours (left column)	Grand Total	**0.00**	**0.00**
				**Project Percent	**0.0%**	
Completed By:			Email address:			
Title:			Phone Number:			

How to use this form

Start Date: The date your company is estimated to start work on the project.

Contractor or Subcontractor: Contractor name as it appears on your business license.

Occupation: This covers all related terms, such as trade and craft. Use a separate row for each occupation your company will work in. For example, you would have a separate row for Flagger, Heavy Equipment Operator, and Laborer, if your company will provide work in each of these areas. These should generally match what is on certified payroll and affidavits.

Registered Training Agent: Is your company a registered training agent for a Washington State Apprenticeship and Training Council (WSATC) approved program? This will include apprenticeship programs with WSATC approved reciprocal recognition.

Apprenticeship Program Name: Name of the apprenticeship program for which your company is a registered training agent. Please use the name of the program as found on the apprenticeship program standards.

Estimated in Hours: For each row, the estimated total labor hours of work in the occupation for that row and the estimated apprentice hours of work in that occupation.

Adding additional rows: Click on any field in the last row and a small plus sign will appear at the right edge. Clicking on that will allow you to add rows as needed.

Please note that the math functions are not automatic.

Calculating total hours and apprentice percentage:

To update the **Grand Total** values and the **Project Percent** value after entering new hours, right click in each box and choose 'Update Field.' This will update the calculations. Do not skip any rows and add a zero (0) to any row that will not have apprentice hours.

Do not leave any blank spaces.

Apprentice Utilization Requirements

Washington requires public works projects to include 15% apprentice utilization requirements (AURs) in accordance with RCW 39.04.320. Projects that must have AURs include:

- State agency, school district, and four-year institutions of higher education projects with an engineer's estimate over $1 million;
- Washington State Department of Transportation projects with an engineer's estimate over $2 million; and
- Municipal projects:
  - Municipal projects with an engineer's estimate over $1.5 million advertised for bid after July 1, 2026.
  - Municipal projects with an engineer's estimate over $1 million advertised for bid after July 1, 2028.

Apprentices must be registered with a Washington State Apprenticeship Training Council (WSATC) approved program or be in a program that has been granted state or individual reciprocal recognition by the WSATC in accordance with RCW 39.04.310. Work performed by other 'apprentices' will not count toward the 15% utilization rate.

How to attain and use registered apprentices

A contractor must have a WSATC approved apprenticeship program or be a registered training agent for a WSATC approved program in order to use apprentices that count toward the apprentice labor.

- Approved apprenticeship programs would include programs with registered apprenticeship programs in states with Washington reciprocity.
- Approved apprenticeship programs would include programs with reciprocity approved by the WSATC.

Contractors must use apprentices in compliance with ratio, supervision, and work process requirements found in the apprenticeship program standards.

Please visit our Apprenticeship for Employers webpage for more information on starting an apprenticeship program or joining an existing program as a training agent.

To become a training agent, you would use the Apprenticeship Registration & Tracking System (ARTS) to find programs by occupation that operate in your region. You can review each program and use their website or contact information to reach out to them and inquire if they are accepting applications for Training Agents. You would then follow their application rules.
To start your own program, please fill out this form to let us know you are interested so you can be scheduled for a consultation with our program development team.

Additional Information on Apprentice Utilization Requirements

Contractors and contracting agencies can find contact information and answers to most questions concerning apprentice utilization requirements by visiting our Apprentice Utilization Requirements webpage. This includes upcoming AUR training dates and law/rule changes that affect AURs.

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SECTION 00 61 13.13
PERFORMANCE BOND
TO KITSAP COUNTY, WA

Bond No. _____

Kitsap County, Washington, (County) has awarded to [CONTRACTOR] (Principal), a contract for the construction of the project designated as **[PROJECT NAME]**, Kitsap County Contract No. KC- XXX-XX, in Kitsap County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and [SURETY NAME] (Surety), a corporation organized under the laws of the State of [STATE] and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of [CONTRACT AMOUNT IN WORDS] US Dollars ($[CONTACT AMOUNT IN NUMBERS]) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees or subcontractors of the Principal) to faithfully perform the Contract.

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

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

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SECTION 00 61 13.16
PUBLIC WORKS PAYMENT BOND
TO KITSAP COUNTY, WA

Bond No. _____

Kitsap County, Washington, (County) has awarded to [CONTRACTOR] (Principal), a contract for the construction of the project designated as **[PROJECT NAME]** Kitsap County Contract No. KC-XXX-XX, in Kitsap County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and [SURETY NAME] (Surety), a corporation organized under the laws of the State of [STATE] and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of [CONTRACT AMOUNT IN WORDS] US Dollars ($[CONTACT AMOUNT IN NUMBERS]) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

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

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Kitsap County Public Works
Capital Facilities Division
614 Division Street, MS-26
Port Orchard, WA 98366

General Conditions

Effective: June 2026

GENERAL CONDITIONS OF THE CONTRACT

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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

A. "Abnormal Weather Conditions" – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

B. "Application for Payment" means a written request submitted by Contractor to County for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by substantiating data as required by the County or A/E.

C. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing County within the limits of their delegated authority. In some instances, the County may take the role as the A/E in the Contract Documents. The A/E will be specifically defined in the Supplementary Conditions.

D. "Change Order" means a written instrument signed by County and Contractor stating their agreement upon a change of the Work, Contract value, or Contract Time.

E. "Claim" means Contractor's exclusive remedy for resolving disputes with County regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.

F. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.

G. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed bid submission, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.

H. "Contract Sum" is the total amount payable by County 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.

I. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.

J. "Contractor" means the person or entity who has agreed with County to perform the Work in accordance with the Contract Documents.

K. "Day(s)": Unless otherwise specified, day(s) shall mean calendar day(s).

L. "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.

M. "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.

N. "Final Acceptance" means the written acceptance issued to Contractor by County after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.

O. "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.

P. "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.

Q. "Notice" means a written notice that has been delivered to the authorized representative or officer of the addressed party by registered or certified mail, or by email as a PDF attachment. Notices should clearly identify the project name and/or number and date of notice.

R. "Notice to Proceed" means a notice from County to Contractor that defines the date on which the Contract Time begins to run.

S. "County" means Kitsap County, 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.

T. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

U. "Prior Occupancy" means County's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.

V. "Progress Schedule" means a schedule of the Work, in a form satisfactory to County, as further set forth in Section 3.02.

W. "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 County or by separate contractors.

X. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.

Y. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by County.

Z. "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.

AA. "Subcontract" means a contract entered into between the Contractor and any party or person for the purpose of obtaining supplies, materials, equipment, or services of any kind for the Work.

BB. "Subcontractor" means any party or person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind for the Work.

CC. "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.

DD. "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.

1.02 ORDER OF PRECEDENCE

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

1. Signed 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. Completed Bid Submission.
8. Advertisement for Bids.

B. Where a discrepancy occurs between or within the standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence of the Construction Documents is in the following sequence:

1. Addenda and modifications to the Drawings and Specifications take precedence over the original construction documents.
2. In the Drawings, the precedence shall be Drawings of a larger scale over those of a smaller scale, figured dimensions over scaled dimensions, and noted materials over graphic indications.
3. Should there be a conflict within the Specifications, on the Drawings, or between the Drawings and Specifications, the Engineer shall decide which stipulation will provide the best installation and his decision shall be final.

1.03 EXECUTION AND INTENT

A. Contractor Representations: Contractor makes the following representations to County:

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

2.01 CONTRACTOR'S LIABILITY INSURANCE

A. 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 County that such insurance has been procured. Review of the Contractor's insurance by County 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 County, and its A.M. Best rating shall be indicated on the insurance certificates.

B. 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. Explosion, collapse, and underground; and

   c. Employer's liability coverage.

2. Automobile Liability Insurance

3. 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. County as Additional Insured: All insurance coverages shall be endorsed to include Kitsap County as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the County as an additional insured.

2.02 COVERAGE LIMITS

A. Insurance Coverage Certificates and Policies: The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A, dated 07/02/92 or ACORD form, as well as copies of insurance policies.

B. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

C. Required Insurance Coverages

1. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	$1,000,000
General Aggregate Limits	$2,000,000
(other than products – commercial operations)	
Products – Commercial Operations Limit	$1,000,000

Personal and Advertising Injury Limit	$1,000,000
Fire Damage Limit (any one fire)	$50,000
Medical Expense Limit (any one person)	$5,000

a. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

b. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000..

D. Automobile Liability

1. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos.

2. Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

E. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

1. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

Each Occurrence	$500,000
Aggregate	$1,000,000

2. Alternatively, the Contractor may provide $1,000,000 each occurrence/aggregate bodily injury and property damage combined single limit.

3. Insurance certificate must state that the insurer is covering hazardous substance removal.

4. Should this insurance be secured on a "claims made" basis, the coverage must be continuously maintained for one year following the project's "final completion" through official completion of the project, plus one year following.

2.03 INSURANCE COVERAGE CERTIFICATES

A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to County a completed certificate of insurance coverage.

B. List Project info: All insurance certificates shall name County's project number and/or project title.

C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to County of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

A. Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, including state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form included in the Contract Documents. 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.

B. The Bonds shall be accompanied by the name, address and phone number of the agent for the surety who is authorized to receive notice of claims against the Bond.

C. No payment or performance bond is required if the Contract Sum is $150,000 or less and the Contractor or General Contractor/Construction Manager agrees that County may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ALTERNATIVE SURETY

A. Contractor shall promptly furnish payment and performance bonds from an alternative surety when requested in writing by the County, to protect County and persons supplying labor or materials required by the Contract Documents if:

1. County has a reasonable objection to the surety; or

2. Any surety fails to furnish reports on its financial condition if required by County.

2.06 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 County, 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: County 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 County 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 damaged property.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

A. Contractor shall diligently prosecute the Work with adequate forces and shall achieve Substantial and Final Completions within the times designated in the Contract.

B. In no event will the Contract times commence to run later than the sixtieth day after the

day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

3.02 CONSTRUCTION SCHEDULE

A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Calendar 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: The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the County, a bar chart. The scheduling of construction is the responsibility of the Contractor as required by the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

1. Date of Notice to Proceed;
2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
3. Utility Shutdowns;
4. Interrelationships and dependence of activities;
5. Planned vs. actual status for each activity;
6. Substantial completion;
7. Punch list;
8. Final inspection;
9. Final completion, and
10. Float time

C. The Schedule Duration and time of completion shall be based on the Contract Time of Completion. If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions. Neither the Contractor nor the County have exclusive right to this Float Time. It belongs to the project.

D. County comments on Progress Schedule: County shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by County 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. County may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.

E. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a biweekly basis, or as otherwise directed by County, Contractor shall submit an updated Progress Schedule at its own expense to County indicating actual progress. If, in the opinion of County, 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 County, Contractor shall submit a corrective action plan or

revise the Progress Schedule to reconcile with the actual progress of the Work.

F. Contractor to notify County of delays: Contractor shall promptly notify County 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.

G. Holidays

1. Kitsap County observes the following Federal holidays. No work shall take place on these days. The Contractor shall build these non-working days into the project schedule. No additional contract time or expense will be allowed for observance of these holidays.

   a. New Year's Day – January 1

   b. Martin Luther King Day – Third Monday in January

   c. Presidents Day – Third Monday in February

   d. Memorial Day – Last Monday in May

   e. Juneteenth – June 19

   f. Independence Day – July 4

   g. Labor Day – First Monday in September

   h. Veterans Day – November 11

   i. Thanksgiving Day – Fourth Thursday in November

   j. Native American Heritage Day – Fourth Friday in November

   k. Christmas Day – December 25

2. If a holiday falls on a Sunday, it is observed on the following Monday. If a holiday falls on a Saturday, it is observed on the preceding Friday

3.03 COUNTY'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

A. County may suspend Work: County 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; County'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, County 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.

3.04 COUNTY'S RIGHT TO STOP THE WORK FOR CAUSE

A. County may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, County 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 County based upon such failure.

3.05 DELAY

A. Force Majeure actions not a default; Force Majeure defined: Any delay in, or failure of, performance by County 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 County 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 County 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 County, 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 County 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.

3.06 NOTICE TO COUNTY OF LABOR DISPUTES

A. Contractor to notify County 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 County.

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.

3.07 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 County and time limits stated in the Contract Documents are of the essence. County 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 County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the County and may be retained by the County 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: 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, to the date Final Completion is actually achieved. County may offset these costs against any payment due Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

A. Specifications, Drawings, and/or Scope Narrative 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. Alternatively, a narrative of the scope of work may be provided for work that involves in-kind replacement of existing equipment or facility components (such as a roof repair or furnace replacement). Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, Scope Narrative, and other provisions of the Contract Documents.

B. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information

furnished by County. 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.

C. 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 County. 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.

D. 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.

E. Interpretation questions referred to A/E: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in red ink a set of the Drawings and Specifications documenting any changes between the designed and constructed work, including but not limited to: depths of foundations; horizontal and vertical locations of buried utilities and MEP work; field changes of dimensions and/or details; actual suppliers, manufacturers, trade names, and models of installed equipment; and approved change orders. 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 County 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. The finalized Project Record shall be signed and dated by an authorized representative of the Contractor certifying that the information contained therein is accurate and complete, to the best of their knowledge.

4.03 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. County 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 County 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. County 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 County 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 County 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. Shop Drawing Format: Unless otherwise provided in Division 1, Contractor shall submit Shop Drawings to the A/E in an electronic format, either as a .pdf or .dwg format.

4.04 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 County, 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 County 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 County: Contractor and all Subcontractors grant a non-

exclusive license to County, 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 County 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 County 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 County's use of the Shop Drawings hereunder, or to secure for County, 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 County. 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

5.01 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 County.

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 County and shall not be changed without the prior written consent of County. County may require Contractor to remove the superintendent from the Work or Project site, at no cost to the County for delay or any other claim, if County reasonably deems the superintendent incompetent, negligent, or otherwise objectionable, provided County has first notified Contractor in writing and allowed a reasonable period for transition. Noncompliance with the County's request to remove and replace the superintendent for a material reason shall also be grounds for terminating the Contract for cause.

C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to County 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 at all times only employ persons skilled in the 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. County may, by written notice, require Contractor to remove from the Work or Project site, at no cost to the County for delay or any other claim, any employee County reasonably deems incompetent, negligent, or otherwise objectionable. Noncompliance with the County's request to remove and replace personnel at any level for a material reason shall also be grounds for terminating the Contract for cause.

E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Contract Documents, including but not limited to Drawings, Specifications, addenda, reviewed Shop Drawings, approved change orders, and permits.

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.

5.02 PERMITS, FEES, AND NOTICES

A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for 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 County.

B. Allowances for connection fees: The costs for utility connection fees will be paid directly to the permitting agency by the County. ***Utility connection fees should not be included by the Contractor in the bid amount.***

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.

D. Contractor to submit copies: The General Contractor shall submit copies of each valid permit required on the project to the County's representative. Nothing in this part shall be construed as imposing a duty upon the County or A/E to secure permits.

5.03 PATENTS AND ROYALTIES

A. Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold County 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 County of such potential infringement.

5.04 PREVAILING WAGES

A. Contractor to pay Prevailing Wages or applicable Federal 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 (L&I). The schedule of prevailing wage rates for the locality 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. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act.

B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the County 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 County for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the L&I, 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 County an Affidavit of Wages Paid, approved by the L&I, 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 L&I. 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 L&I 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 L&I the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the L&I for certification.

G. Certified Payrolls: Consistent with RCW 31.12.120, contractors, subcontractors, or employers shall file a copy of their certified payroll records using the L&I' online system at least once per month. If the L&I' online system is not used, a contractor, subcontractor, or employer shall file a copy of their certified payroll records directly with the L&I in a format approved by the L&I at least once per month. A contractor, subcontractor, or employer's noncompliance with this section constitutes a violation of RCW 39.12.050.

H. Compliance with Federal Funding requirements: If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act.

5.05 HOURS OF LABOR

A. Working Hours

1. Regular Working Hours will be 7:00 a.m. to 7:00 p.m.

2. All Work at the Site must be performed during regular working hours, **Monday** through **Friday**. Contractor will not perform Work on a **Saturday**, **Sunday**, or any legal holiday.

B. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 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.

C. 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.

5.06 NONDISCRIMINATION

A. Discrimination prohibited by applicable laws: The Contractor and all Subcontractors shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

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. County and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by the County, 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.

5.07 SAFETY AND ENVIRONMENTAL PRECAUTIONS

A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that shall include an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the County's representative prior to the pre-construction meeting.

2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by all applicable state, federal, and local laws and regulations.

3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.

4. Post all permits, notices, and/or approvals in a conspicuous location at the

construction site.

5. Provide any additional measures that the County determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the County or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.

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 County. County shall have a right of access to all records of exposure.

D. Contractor to provide HazMat training: Contractor shall provide all workers 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 workers 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 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 County 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 County 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 County or A/E: Nothing provided in this section shall be construed as imposing any duty upon County 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.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to County-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 County and without expense to County. 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 County. 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 storage and ultimate disposal. Contractor shall provide County with a copy of all manifests and receipts evidencing proper disposal when required by County 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 County. 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 Notice of Substantial Completion is issued, and shall repair or replace without cost to County any damage or loss that may occur, except damages or loss caused by the acts or omissions of County. 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 County 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.

5.09 NOTIFICATION OF UTILITY NOTIFICATION CENTER PRIOR TO EXCAVATION

A. Washington State's utility location and excavation rules are governed by the Underground Utilities Act, **RCW 19.122**, which mandates calling Washington 811 (or visiting Dig Safe Washington) before digging

B. The Contractor shall be fully responsible for the location and protection of all existing utilities. The Contractor shall verify all utility locations prior to excavation by calling the Washington Utility Notification Center line at 811 a minimum of 48 hours prior to any excavation.

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 County 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 HISTORICAL OR ARCHAEOLOGICAL FINDS

A. Where historical objects of archaeological nature are encountered during construction, including but not limited to ruins, sites, buildings, artifacts, human remains, and fossils, the Contractor shall suspend operations in the area, preserve all such objects from disturbance and shall notify the Engineer of the nature and location of such finds. The Engineer will arrange for the disposition of all finds and shall notify the Contractor when to proceed with construction in affected area. The contractor shall be entitled to a change in the contract time equal to the delay caused by such finds, but shall not be entitled to costs, except for cost of labor to preserve the site and maintain utility services around the site during the delay.

5.12 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. 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, County may have the necessary work performed and charge the cost to Contractor.

B. Tree and vegetation protection: Contractor shall only remove trees when specifically indicated on the construction drawings and shall protect vegetation that will remain in place.

5.13 LAYOUT OF WORK

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

B. Layout responsibilities: Contractor shall lay out the Work from baselines and benchmarks indicated on the Drawings or as otherwise provided in the contract documents 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.

5.14 MATERIAL AND EQUIPMENT

A. Products Made in the United States of America. Contractor agrees to prefer goods and services that have been manufactured or produced in the United States of America if price, fitness, availability, or quality is otherwise equal.

B. 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.

C. Use of asbestos-containing building materials: The use of asbestos-containing building materials in new construction or renovation work is strictly prohibited. For the determination of asbestos-containing building materials, the following shall apply:

1. Until January 1, 2025, asbestos deliberately added in any concentration that contains more than one percent asbestos by weight or area as determined using the United States environmental protection agency method for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.

2. Following January 1, 2025, asbestos building material deliberately added in any concentration that contains more than 1/10 of one percent asbestos by weight or area for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.

D. 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 County.

E. County 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 County.

5.15 AVAILABILITY AND USE OF UTILITY SERVICES

A. County to provide and charge for utilities: County 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 County or, where the utility is produced by County, at reasonable rates determined by County. Contractor will carefully conserve any furnished utilities.

B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to County, 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.

5.16 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 coordinate tests, inspections, and approvals with an independent testing laboratory or entity acceptable to County or with the appropriate permitting authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give County 48 hours notice of when and where tests and inspections are to be made. The Contractor shall maintain complete inspection records and make them available to County.

B. County may conduct tests and inspections: County 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. County 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 County, such County inspection and tests are for the sole benefit of County 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 County'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 County, 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 County. County 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. County shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

E. Timely Notice for Inspections. The Contractor shall provide the owner timely notice of scheduled inspections. Timely notice for inspections, tests, or approvals shall mean not less than 48 hours prior to the time when inspection, test, or approval is required.

F. Compliance with Permitting Authority. Contractor shall fully comply with all provisions of permits and requirements of the Permitting Authority governing the Work or allowing access to adjacent land areas whether the permit is acquired by Owner or by the Contractor. Contractor to assume all responsibilities, obligations and conditions of the named Permit Holder as identified in the permit. Should there be a conflict between requirements of any permit and theses Contract Documents, the more stringent requirement will apply. Work shall not commence until all applicable permits pertaining to the work are obtained.

5.17 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 County, be uncovered for County'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, County desires to examine the Work, or any portion of it, which has been covered, County 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 County 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 Final 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 County to do so. County 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 Final Completion, by the period of time between Final 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 County.

F. County may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, County 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. County may accept non-conforming Work and charge Contractor: If County prefers to accept Work which is not in accordance with the requirements of the Contract Documents, County may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.18 CLEAN UP

A. 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 County. If Contractor fails to clean up as provided herein, and after reasonable notice from County, County may do so, and the cost thereof shall be charged to Contractor.

5.19 ACCESS TO WORK

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

5.20 OTHER CONTRACTS

A. County may award other contracts; Contractor to cooperate: County 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 County's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.21 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 County, the Contractor shall promptly provide documentation to the County 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 meet the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter

18.27 RCW, an electrical contractor license, if required by chapter 19.28 RCW, an elevator contractor license, if required by chapter 70.87 RCW, or a plumbing contractor license if required by chapter 18.106.16 RCW;

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;
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 L&I 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. Provide names of Subcontractors and use qualified firms: 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 County has a reasonable objection and shall obtain County's written consent before making any substitutions or additions. Substitutions of subcontractors listed on the subcontractor disclosure form are only allowable according to RCW 39.30.060.

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 County in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of County 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.

1. The Contractor shall not award work valued at more than fifty percent of the Contract Price to a Subcontractor(s), without prior written approval of the Owner.

E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to County provided that:

1. Effective only after termination and County approval: The assignment is effective only after termination by County for cause pursuant to Section 9.01 and only for those Subcontracts which County accepts by notifying the Subcontractor in writing;

and

2. County assumes Contractor's responsibilities: After the assignment is effective, County 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.

5.22 WARRANTY OF CONSTRUCTION

A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor shall guarantee the Work for a period of one (1) year from the date of Final Acceptance. All materials and workmanship that prove defective within the one-year guarantee period shall be promptly replaced or corrected with no additional cost to the Owner. Written certification that Contractor will replace all materials and workmanship that prove defective within one-year after the date of Final Acceptance is required for project close-out and shall accompany application for Final Payment.

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 County: Require all warranties to be executed, in writing, for the benefit of County;

3. Enforcement of warranties: Enforce all warranties for the benefit of County, if directed by County; and

4. Contractor responsibility for subcontractor warranties: Be responsible for enforcing 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.

5.23 INDEMNIFICATION

A. Contractor shall defend, indemnify, and hold County 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. The sole negligence of Contractor or any of its Subcontractors;

2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and

3. 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 County 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 County

and A/E only, in accordance with RCW Title 51.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

A. County shall pay Contractor the Contract Sum, including state sales tax, for performance of the Work in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

A. Before submitting its first Application for Payment, Contractor shall submit to County for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by County ("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 County 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.

6.03 APPLICATION FOR PAYMENT

A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by County, Contractor shall submit to County 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 County 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 an Application for Payment is submitted, Contractor shall analyze and reconcile, to the satisfaction of County, the actual progress of the Work with the Progress Schedule.

D. Payment for material delivered to site or stored off-site: If authorized by County, the Application for Payment may include request for payment for material delivered to the Project site, for completed preparatory work, or for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:

1. Receipt for Materials: An itemized receipt, invoice, or shipping manifest for the stored materials showing the material description, quantity, vendor, date of sale, date of delivery and unit prices of stored items shall be provided to the County;

2. Labeling of Stored Materials: Stored materials shall be adequately labeled in such a way that they can be easily cross-referenced to the material quantities and descriptions provided in the receipt, invoice or shipping manifest.

3. 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. Material storage shall be in compliance with manufacturer recommendations.

4. 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 County;

5. 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);

6. Insurance provided on materials in facility or location: Contractor furnishes County 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;

7. 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;

8. County right of access to facility or location: County shall at all times have the right of access in company of Contractor;

9. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for protection, maintenance, and security of the stored materials; and

10. Contractor provides Notice when materials moved to site: Contractor shall notify the County in writing when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

A. County to pay within 30 Days: County shall make progress payments, in such amounts as County determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. County 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: County 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 County'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 County, deposited by County 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. County may permit Contractor to provide an appropriate bond in lieu of the retained funds.

C. Title passes to County upon payment: Title to all Work and materials covered by a progress payment shall pass to County 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 County to insist on full compliance by Contractor with the Contract Documents. All project Work and materials shall be covered by the Contractors insurance until the project is formally accepted with the issuance of the Notice of Final Acceptance.

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.

6.05 PAYMENTS WITHHELD

A. County's right to withhold payment: County 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 County 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. County correction or completion Work: Work by County 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 County as the result of Contractor's fault or negligent acts or omissions.

B. County 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, County shall notify Contractor in accordance with chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

A. 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 County 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.

6.07 SUBSTANTIAL COMPLETION

A. Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by County) when the construction is sufficiently complete, in accordance with the Contract Documents, so County has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by County) 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 vehicle and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by County. County's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

A. Prior Occupancy defined; Restrictions: County 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 County 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, County 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 County as agreed in writing by County and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

A. Final Completion defined: Final Completion shall be achieved when the Work is fully complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by County 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 County in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to County 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 County 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 County 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 County 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

7.01 CHANGE IN THE WORK

A. Changes in Work, Contract Sum, and Contract Time by Change Order: County 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 County 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. County may request Change Order Proposal from Contractor: If County desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from County, 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. Change Order Proposal 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, County may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, County 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 County's approval. All Work done pursuant to any County-directed change in the Work shall be carried out in accordance with the Contract Documents.

D. Change Order as full payment and final settlement: If County 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 County 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 County. County shall provide Contractor with its written response within 30 Days of Contractor's request. County may also provide Contractor with a final offer at any time. If Contractor rejects County'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 County 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 negatively affect 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.

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

7.02 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. County 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 County, or anyone for whose acts County 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 that 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 jointly caused by Contractor and County, 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 County 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 County and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give County access to any such records and if requested shall promptly furnish copies of such records to County.
    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 County. 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 County'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 County 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 that Contractor suffered the damages claimed and that the damages were 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 County. 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 County'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 or a combination 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. County may direct cost method: When County has requested Contractor to submit a Change Order Proposal, County may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal.

B. Change Order Pricing – Fixed Price

1. 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:

a. Breakdown and itemization of details on Change Order Proposal: 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 in a form approved by County.

b. 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.

2. Costs contingent on County's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of County, Contractor shall clearly state them in the proposal.

3. 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.

4. 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 County to determine fair value.

5. 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 County 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.

6. 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 L&I approved "Statement of Intent to Pay Prevailing Wages" or a higher amount if approved by the County. 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 L&I.

      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.

b. 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.

c. 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.

d. 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) The National Electrical Contractors Association for equipment used on electrical work.

   2) The Mechanical Contractors Association of America for equipment used on mechanical work.

   3) The EquipmentWatch Fleet Manager Estimator Package (digital). The maximum rate for standby equipment shall not exceed that shown in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement, current edition on the Contract execution date.

   4) The EquipmentWatch 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.

e. 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.

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

g. 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.

h. 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 County 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 noncraft 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 as calculated below:

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

i. 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.

j. Insurance and bond premiums: The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph h and i above. The cost of change in insurance or bond premium 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.

C. Change Order Pricing – Unit Prices

1. Content of County authorization: Whenever County authorizes Contractor to perform Work on a unit-price basis, County'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 County and assist in monitoring the Work being performed. As requested by County, 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 County'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. County verification of quantities: Quantities must be supported by field measurement statements signed by County.

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

1. Content of County authorization: Whenever County authorizes Contractor to perform Work on a time-and-material basis, County'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

c. Reimbursement limit: Cost limit of reimbursement.

2. Contractor responsibilities: Contractor shall:

a. Identify workers assigned: Cooperate with County and assist in monitoring the Work being performed. As requested by County, 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 County's review.

c. Allow County 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

e. Not exceed County's cost limit: Not exceed any cost limit(s) without County'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.

7.03 CHANGE IN THE CONTRACT TIME

A. Change Order Proposal requests for Contract Time: The Contract Time shall only be changed by a Change Order.

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 County or anyone for whose acts County 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 County and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give County access to any such record and if requested, shall promptly furnish copies of such record to County.

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 County. 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, 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 County'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 County 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 claimed delay itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms that Contractor suffered the delay claimed and the delay was a result of the act, event, or condition described; 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 County. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent County'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 County or A/E: The change in Contract Time shall solely be caused by the fault or negligence of County 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 7f 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

8.01 CLAIMS PROCEDURE

A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for County-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 County as provided in this section.

B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from County'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. County and A/E employee's knowledgeable about Claim: The name of each employee of County 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 County is liable.

D. County's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, County 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. County will then respond with a written decision in such additional time.

E. County's review of Claim and finality of decision: To assist in the review of Contractor's Claim, County 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. County'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 County 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.

8.02 ARBITRATION

A. Timing of Contractor's demand for arbitration: If Contractor disagrees with County's decision rendered in accordance with paragraph 8.01D, Contractor shall provide County 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 County's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in County'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 County. 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. County may combine Claims into same arbitration: Claims between County and Contractor, Contractor and its Subcontractors, Contractor and A/E, and County and A/E shall, upon demand by County, 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.

8.03 CLAIMS AUDITS

A. County may audit Claims: All Claims filed against County 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 County to verify all or a portion of the Claim or to permit County 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 County audit of any Claim, Contractor shall, upon request, promptly make available to County 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 County 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 nonprivileged 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 County or a representative of County. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to County, for the audit during normal business hours. Contractor and all Subcontractors, shall make a good faith effort to cooperate with County's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY COUNTY FOR CAUSE

A. 7 Day Notice to Terminate for Cause: County may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of County) 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. County's actions upon termination: Upon termination, County may at its option:

1. Take possession of Project site: Take possession of the Project site and take possession of, or use, all materials and equipment that were to be incorporated into 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: County'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 County 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, such excess shall be paid by Contractor. These costs may include, but are not limited to, compensation for A/E's services and expenses required, and any extra costs or damages incurred by County in completing the Work or as a result of Contractor's action or inaction. 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 County 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.

9.02 TERMINATION BY COUNTY FOR CONVENIENCE

A. County Notice of Termination for Convenience: County may, upon written notice, terminate (without prejudice to any right or remedy of County) the Work, or any part of it, for the convenience of County.

B. Contractor response to termination Notice: Unless County 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 County, to the extent that they relate to the performance of Work terminated;

4. Assign orders and Subcontracts to County: Assign to County 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 County to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which County has an interest; and

6. Continue performance not terminated: Continue performance only to the extent not terminated

7. Removal of Tools and Machinery and site stabilization: Promptly remove all tools and machinery used for implementing the Work and restore the project site to a clean, safe, and stable condition.

C. Terms of adjustment in Contract Sum if Contract terminated: If County 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. County to determine whether to adjust Contract Time: If County terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by County.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

A. 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 Kitsap County, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

A. Bound to successors; Assignment of Contract: County 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.

10.03 MEANING OF WORDS

A. 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.

10.04 RIGHTS AND REMEDIES

A. No waiver of rights: No action or failure to act by County 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.

10.05 CONTRACTOR REGISTRATION

A. 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.

10.06 TIME COMPUTATIONS

A. 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.

10.07 RECORDS RETENTION

A. 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.

10.08 THIRD-PARTY AGREEMENTS

A. 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; County and any Subcontractor; or any persons other than County and Contractor.

10.09 ANTITRUST ASSIGNMENT

A. Contractor assigns overcharge amounts to County: County 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 County 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 County 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 County by Contractor.

10.10 HEADINGS AND CAPTIONS

A. 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.

10.11 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

A. In accordance with RCW 39.04.320, the State of Washington requires 15% apprenticeship participation for projects estimated to cost $1,500,000 or more unless otherwise stated on the Bid Advertisement and the Submittal Questionnaire/Bidding Terms and Conditions. Contractors who meet or exceed minimum participation requirement are eligible for monetary incentive of $1,000 and will be paid to the contractor meeting the apprentice utilization requirement. A monetary penalty will be applied to the contractor failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. The penalty will be applied to every hour of shortfall of the minimum number of required apprentice hours using the applicable published wage of a Step 1 apprentice laborer.

1. The penalty will not exceed five percent (5%) of the total Contract Sum. The cost value associated with meeting the apprentice utilization requirement is included in the Base Bid.

B. For a Project subject to apprenticeship participation, the Contractor shall submit an apprentice utilization plan to the Owner before the notice to proceed will be issued in accordance with RCW 39.04.350 (3)(a) and (b) and in the form as developed by the Washington State Department of Labor and Industries.

C. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).

D. Bidders may contact the Washington State Department of Labor and Industries to obtain more information about apprenticeship programs or visit the apprenticeship utilization page at https://lni.wa.gov/licensing-permits/apprenticeship/apprentice-utilization-requirement.

E. C. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.

F. D. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.12 SPECIAL CONDITIONS

A. The County may have Federal Funding or other special requirements for this project. If applicable, the Contractor will be required to comply with the specifications that will specifically define the requirements of the funding source.

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SECTION 00 80 00
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

The following Supplementary Conditions amend or supplement the General Conditions (Section 00 72 00) of the Contract for Construction. The General Conditions remain in full force and effect except as amended. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

SC-1.01 Add the following text to the end of paragraph 1.01B:

Wherever the terms Owner, Architect, Engineer, or A/E occur, they shall mean Kitsap County.

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VOLUME 2 – GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

COURTHOUSE ROOF - PHASE 2

PROJECT NO. PR001451 CPA/T000628 CFD

KITSAP COUNTY, WASHINGTON

SEPTEMBER 2026

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SECTION 01 11 00
SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 WORK SUMMARY

A. The Contractor and Subcontractors shall furnish all labor, materials, equipment, transportation, supervision, permits and incidents required to safely and legally perform the work in accordance with the Contract Documents.

B. Project Scope

1. Project includes the removal and replacement of approximately 56,500 SF low slope roof systems with a KEE membrane roofing system including associated flashing, cribbing, equipment supports, and other roofing accessories at the Kitsap County Courthouse. Additional work includes the temporary relocation of electrical and communications connections, conductors and cabling to keep all rooftop units operational during the work, removal and replacement of existing equipment supports, and removal and replacement of deteriorated roof deck (quantity unknown).

C. Location

1. The work shall be performed at the Kitsap County Courthouse located at 614 Division Street, port Orchard, WA 98366.

1.02 WORK PROGRESS

A. It is the intent of these Contract Documents that the Work proceed in a systematic manner resulting in a minimum of inconvenience for the public and Courthouse operations during the progression of the work. Suitable equipment will be required to properly execute the work with the least amount of disruption to services and access through the work area. Contractor shall contain operations to within the designated public properties, rights-of-way and within any construction easements obtained for this project.

B. Order and schedule delivery of materials in ample time to avoid delays in construction. If any item is found to be unavailable, notify the Engineer immediately to permit the Engineer's selection of suitable substitute. Timely delivery of all materials and equipment is Contractor's responsibility. No extensions in Contract Time will be allowed due to delays caused by late delivery of items. Availability of items should be determined during bidding.

C. The Contractor shall protect the work and materials from damage due to the nature of the work, the elements, carelessness of others, or from any other cause until the completion and final acceptance of the work. All loss or damage arising out of the nature of the work to be done under these Contract Documents, or from any unseen obstruction or defects which may be encountered in the execution of the work, or from the action of the elements, shall be sustained by the Contractor.

D. The Contractor shall remove completely all materials designated for removal, to the extent specified and/or indicated in the drawings. For such materials, removal, hauling, the Contractor's responsibility. Allow no excess accumulation of non-reusable material at job site(s).

E. Contractor is responsible for the protection of all existing improvements that are to remain in place, including: existing roof systems; MEP systems within, and adjacent to, the work area; adjacent buildings; parking lots; landscaping features; and vegetation. Temporary enclosures, walls, covers, or other protection shall be provided and maintained by the Contractor as required. Contractor shall cooperate with the owners of such improvements and shall restore and/or replace all damaged items as directed, without any additional expense to the Owner or payments to the Contractor.

F. Contractor shall identify existing MEP systems and utilities that may be impacted by the work prior to construction of new improvements. Minor field adjustments to the proposed improvements may be required. Existing MEP systems and utilities shall remain in service and shall be protected in place until completion of the work. If MEP systems or utility services must be interrupted during the course of the work, the Contractor shall provide temporary service connections as required to maintain continued service to the Courthouse until completion of the work. Provide owner 72 hours' notice prior to any interruption in service.

G. Coordinate work activities daily with the Owner so the Owner can coordinate with building occupants below the work area. The Courthouse is in continuous operation during working hours, and court related activity cannot be postponed or halted for construction activity. HVAC, air handling equipment, and telecommunication systems must remain operational at all times during business hours. Temporary shutdown of equipment can be coordinated outside of normal business hours. Contractor shall make necessary provisions to limit noise, dust, smoke, or other construction related impacts to Court operations.

END OF SECTION

SECTION 01 31 13
COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. The section includes provisions of coordination of the work of the Contract.

B. The completion of the work described in this Section will involve coordination with work completed under other Sections of these specifications. The Contractor shall be responsible for applying the work defined in this section to other work as applicable.

1.02 GENERAL COORDINATION

A. Contractor shall be responsible for all project coordination.

B. Coordinate schedules, submittals, and work of the various trades to ensure efficient and orderly sequence of installation of construction, with provisions for accommodating items to be installed later. Coordinate the work among the Specifications and Drawings. work shown on any drawing or specification is required by the Contract irrespective of the trade subdivision. Contractor shall require each trade subcontractor to review all other subdivisions of the documents for related work and shall coordinate the subcontracts accordingly.

C. Require all parties involved in the performance of the work to cooperate in the overall coordination of the work under the direction of the Contractor. Each party, when requested to do so, shall furnish information concerning its portion of the work, and shall respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervisory, administrative, or similar authority.

D. The Drawings use graphic symbols to show certain physical relationships of the various elements and systems and their interfacing with other elements and systems. Establishing and coordinating the actual physical relationships is the responsibility of the Contractor. Layout and arrange all elements to contribute to safety and efficiency while maintaining the intent of the design. Before work proceeds in areas of potential conflict for installing different components of the work, Contractor shall prepare supplementary drawings for review by the Owner and resolve the conflict.

E. Coordinate completion and cleanup work of various trades in preparation for the Completion.

1.03 SUBCONTRACT COORDINATION

A. Coordinate the work and do not delegate responsibility for coordination to any Subcontractor.

B. Anticipate the interrelationship of all Subcontractors and their relationship with the work.

C. Resolve differences or disputes between Subcontractors concerning

coordination, interference, or extent of work between sections of the specifications. Contractor's decisions, if consistent with the Contract Document requirements, shall be final.

D. Coordinate the work of Subcontractors so that their portions of the work are performed in a manner that minimizes interference with the progress of the work.

1.04 ADMINISTRATION

A. General: The Contractor shall prepare a written memorandum to subcontractors describing required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each trade performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.

B. Coordination Meetings: Conduct project coordination meetings with Subcontractors and Owner at least weekly at regularly scheduled times convenient for all parties involved. The coordination meetings shall be held far enough in advance of work to permit planning to avoid conflict between trades. All subcontractors with work occurring within the next three weeks should be in attendance. Conduct meetings in a manner which will resolve coordination problems. Update project schedule on a weekly basis showing work planned for the next 3 weeks, and work completed in the previous week. Record results and minutes of each meeting and distribute meeting notes and updated schedule to meeting attendees and Owner.

C. Superintendent: Provide a full-time Superintendent experienced in administration and supervision of building construction. This Superintendent shall be authorized to act as general coordinator of interfaces between units of work. This Superintendent shall be on site during the construction period as needed to coordinate and supervise the work. Construction coordination shall be his/her principal duty.

1.05 PROJECT MANAGEMENT SOFTWARE

A. Summary

1. The Contractor shall use the communications tool and protocols included in the County’s project management software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

2. Kitsap County uses ProCore for the administration of contract and construction documentation. The Contractor shall submit all documents and written communication through the project ProCore platform set up by the County. ProCore is an online software package, and the County will provide the Contractor with access to the project specific ProCore site at no cost to the Contractor.

3. A valid email address, electronic and computer equipment, and internet connections are the responsibility of each project participant. The County will set up the user account.
4. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

B. Authorized Users

1. Access to the County's project management software will be by individuals who have been authorized to use it by the County.
2. The County will provide the Contractor with at least five (5) access accounts for the duration of the project. The sharing of user accounts is prohibited.
3. Contractor shall provide the County with a list of valid email addresses for authorized users following award of the Contract and scheduling of County provided training. Authorized users will be contacted via e-mail with log-in information. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the Contractor.
4. Only entities with a direct Contract with the County will be allowed to have read/write access (Authorized user) to the software. Read access may be provided to others, if beneficial to the project, including subcontractors and utility providers.
5. Documents, comments, drawings, and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections. The system identifies revised or superseded documents and their predecessors.
6. Server or Client-side software enhancements during the life of the project will not alter or restrict the content of data published by the system. System upgrades will not affect access to older documents or software.
7. The use of fax, email and courier communication for this project is discouraged in favor of using the County's project management software to send messages.
8. All written correspondence and project documents, unless otherwise iundicated, shall be uploaded, including but limited to:
    1) Request for Information (RFI)
    2) Change Order (CO)
    3) Submittals
    4) Transmittals, including record of documents and materials delivered in hard copy
    5) Meeting Minutes/Notes

6) Application for Payments
7) Review Comments
8) Inspector's Daily Field Reports (IDR)
9) Construction Photographs
10) Drawings
11) Supplemental Sketches
12) Schedules
13) Specifications

C. Record Keeping

1. The County, their representatives and the Contractor shall respond to electronic documents received from the County's project management software and consider them as if received in paper document form.
2. The County, their representatives and the Contractor reserve the right to reply or respond through the County's project management software to documents actually received in paper document form.
3. The following are examples of paper documents which will require an original signature:
   a. Contract
   b. Change Orders
   c. Application & Certificates for Payment
   d. Force Account and Protested Force Account forms
   e. Correspondence by the Contractor constituting notification per Section 1.4.6 of these General Requirements.

D. Minimum Equipment Requirements

1. In addition to other requirements specified in this Section, the Contractor shall be responsible for providing suitable tools and internet access to utilize the County's project management software. Contact the County for equipment requirements and support.
2. No separate payment will be made for the use of the County's project management software, as this will be considered incidental to the Contract. All costs incurred to carry out the requirements of utilizing and maintaining the County's project management software, including but not limited to, labor, training, equipment, and required tools are the sole responsibility of the Contractor

1.06 COORDINATION WITH PUBLIC UTILITY AND SAFETY PROVIDERS

A. The Contractor shall provide coordination with stakeholders affected by the project, including but limited to:

1. Kitsap County/Project Manager:
Attn: Timothy Gross, PE
Phone: 360-801-8639
Email: tgross@Kitsap.gov

2. Kitsap County/Construction Manager
Attn: Julie Harmon
Phone:360-307-4310
Email: jharmon@kitsap.gov

3. Kitsap County/Facilities
Attn: Dylan Diehl, Maintenance Supervisor
Phone: 360-328-3089
Email: ddiehl@kitsap.gov

4. Kitsap County Sheriff's Department
Attn: Kara Nichols, Support Coordinator
Phone: 360-801-5611
Email: knichols@kitsap.gov

5. Electrical Provider
Puget Sound Energy (PSE)
Phone: 1-888-225-5773
Website: https://www.pse.com

6. Natural Gas Provider
Cascade Natural Gas
Phone: 1-888-522-1130
Website: https://www.cngc.com

B. Contractor is responsible for coordination with all utility services that may be affected by the project.

1.07 WORKING HOURS AND LAYDOWN AREA

A. Contractor shall coordinate activities to prevent disruption of Courthouse daily activity and the safe use of, and access to, the Courthouse by County staff and the public. Contractor is to ensure the safety of the County staff and the public for the duration of the project.

B. Working hours:

1. Typical working hours are 7 a.m. to 7 p.m.

2. Court is in session 5 days per week between the hours of 9 a.m. to 5:00 p.m..

3. Superior Courtrooms and Judges chambers are located immediately below the work area. The Contractor shall schedule

work to avoid disrupting Courtroom procedures. Noise generating work shall be scheduled before or after Courtroom hours. The Contractor may make arrangements with the Owner to conduct work outside of the normal working hours.

C. Parking spaces are at a premium around the Courthouse. A designated staging and laydown area will be determined at the beginning of the project. The Contractor shall submit a request to the Owner at least five (5) business days prior to any activity that will impede parking, parking lot access or adjacent roads outside of the designated laydown area.

END OF SECTION

SECTION 01 32 16
PROJECT SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Summary: To assure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the Contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the work, prepare and maintain the schedules as described in this Section.

B. Work Included:

1 Preliminary progress schedule.

2 Construction progress schedule. The progress schedule shall be completed using a Critical Path Method.

3 Periodic Report, with mathematical analysis and reports. Schedule to reflect sequencing of work and a recovery schedule if changes have been executed.

1.02 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including the General Conditions, and other Division 01 specification sections, apply to this section.

B. Section 01 31 13, COORDINATION

1.03 REFERENCE STANDARDS

A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2015

1.04 SUBMITTALS

A. General: Comply with the provisions of Section 01 33 24.

B. All measurements shall be in U.S. customary units.

C. Preliminary Progress Schedule: Within ten business days after receiving the executed Contract, submit an electronic .pdf file of the preliminary Project Schedule.

D. Construction Progress Schedule: Update weekly to reflect a 3-week look-ahead/ 1 week look-behind.

E. Periodic Report: Accompanying each month’s pay application, submit a Periodic Report updated as described in Part Three of this Section.

1.05 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with 3 to 5 years minimum experience in scheduling construction work of a complexity comparable to this Project and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.06 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Diagram Sheet Size: 22 x 34 inches. Must be legible when reduced and printed half-size 11 x 17 inches.

C. File format: Submit electronically as a pdf. and in the parent scheduling software format.

PART 2 - PRODUCTS

2.01 PROJECT ANALYSIS

A. Critical Path Gant Chart Diagram:

1 Graphically show the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor, and coordinating with all Subcontractors whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:

a. Project mobilization

b. Complete sequence of construction by activity, milestones and with dates for beginning and completion of each element of construction.

c. Identify work of separate stages and other logically grouped activities.

d. Provide sub-schedules to define critical portions of the entire schedule.

e. Include critical conferences and meetings in schedule, i.e., pre-construction and pre-installation meetings.

f. Coordinate content with schedule of values.

g. Provide legend for symbols and abbreviations used.

h. Submittals and approvals of Shop Drawings and Samples.

i. Note long lead items. Identify each item by specification section number.

j. Final clean up.

k. Final inspection and testing.

2 For significant equipment paid via percentage or milestone payment, indicate payment milestones, milestone costs, and delivery date.

3 Furnish a mathematical analysis of the diagram by manual or computer aided means, including a tabulation of each activity. Show the following information as a minimum for each activity:

a. Preceding and following event number;

b. Activity description;

c. Estimated duration of activities;

d. Earliest start date (by calendar date);

e. Latest start date (by calendar date);

f. Earliest finish date (by calendar date);

g. Latest finish date (by calendar date);

h. Slack or float (in calendar days);

i. Monetary value of the activity;

j. Percentage of activity completed;

4 The means used in making the mathematical analysis shall be capable of compiling the total value of completed and partially completed activities and be capable of accepting modifications approved for time and logic adjustment.

PART 3 - EXECUTION

3.01 PRELIMINARY PROGRESS SCHEDULE

A. Contents:

1 Within 10 business days after receipt of executed Contract, complete the Project Analysis described in Article 2.01 above in preliminary form. Meet with the Owner, review contents of proposed Project Schedule, and make all revisions agreed upon. Submit in accordance with Article 1.04 above.

2 Revised Preliminary Progress Schedule shall be reviewed and approved by the Owner in writing before the Contractor may begin the work. Once approved by the Owner, the Preliminary Progress Schedule is now the Progress Schedule.

3.02 PROGRESS SCHEDULE

A. Update the Progress Schedule on a weekly basis showing a detailed 3-week look ahead and 1-week look back, based upon feedback from the Coordination meeting. Submit revised schedule with the notes from Coordination meeting. See Section 01 31 13 COORDINATION, Part 1.04.B, Coordination Meetings.

3.03 PERIODIC REPORTS

A. Project Schedule:

1 Contents:

a. Report actual progress by updating the mathematical analysis.

b. Note on the summary report or clearly show on a revised issue of affected portions of the detailed diagram, all revisions causing changes in the detailed program.

c. Revise the summary report as necessary for clarity.

d. Show activities or portions of activities completed during the reporting period, and their actual value.

e. State the percentage of Work completed as of the report date, and the progress along the critical path in terms of days ahead of, or behind, the allowable dates.

f. If the Work is behind schedule, also report progress along other paths with negative slack.

g. Include a narrative report which shows, but is not necessarily limited to:

1.) A description of the problem areas, current and anticipated;

2.) Delaying factors, and their impact;

3.) An explanation of corrective actions taken or proposed.

2 Show the date of latest revision. Submit in accordance with the provisions of Article 1.04 above.

END OF SECTION

SECTION 01 32 33
APPLICABLE STANDARDS

PART 1 - GENERAL

A. DESCRIPTION

1. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
2. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
3. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Owner, to deliver to the Owner all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Owner and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Owner.
4. All measurements shall be in imperial units.
5. Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:

1. In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.

B. Rejection of Non-Complying Items:

1. The Owner reserves the right to reject items incorporated into the Work which fail to meet the specified minimum requirements. The Owner further reserves the right, and without prejudice to other recourse the Owner may take, to accept non-complying items subject to an adjustment in the Contract Amount as approved by the Owner.

C. Applicable Standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. ASSHTO = American Association of State Highway and Transportation Officials, 341 National Press Building, Washington, D.C. 20004.
2. ACI = American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48129.
3. AISC = American Institute of Steel Construction, Inc., 1221 Avenue of the

Americas, New York, New York 10020.

4. ANSI = American National Standards Institute (successor to USASI and ASA), 1430 Broadway, New York, New York 10018.
5. ASTM = American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103.
6. AWS = American Welding Society, Inc., 2501 N.W. 7th Street, Miami, Florida 33125.
7. AWWA = American Water Works Association, Inc., 6666 West Quincy Avenue, Denver, Colorado 80235.
8. CRSI = Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610.
9. CS = Commercial Standard of NBS, U.S. Department of Commerce, Government Printing Office, Washington, D.C. 20402.
10. FGMA = Flat Glass Marketing Association, 3310 Harrison, Topeka, Kansas 66611.
11. NAAMM = National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, Illinois 60302.
12. NEC = National Electrical Code (see NFPA).
13. NEMA = National Electrical Manufacturers Association, 155 East 44th Street, New York, New York 10017.
14. NFPA = National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 12210.
15. SDI = Steel Deck Institute, 135 Addison Avenue, Elmhurst, Illinois 60125.
16. SSPC = Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213.
17. TCA = Tile Council of America, Inc., P.O. Box 326, Princeton, New Jersey 08540. UL = Underwriters' Laboratories, Inc., 207 East Ohio Street, Chicago, Illinois 60611. CBSC = 2013 California Building Standard Code.
18. ICC = International Code Council - 5203 Leesburg Pike, Suite 600; Falls Church, VA 22041-3401.
19. Fed. Specs. and Fed Standards: Specifications Sales (3FRI), Bldg. 197, Washington Navy Yard, General Services Administration, Washington, D.C. 20407.

END OF SECTION

SECTION 01 33 24
SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
3. See General Conditions for submitting schedules, cost breakdown, subcontractors' list, etc.

C. Work not included:

1. Unrequired submittals will not be reviewed by the Owner.
2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Owner.

1.2 QUALITY ASSURANCE

A. Coordination of submittals:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
3. Shop drawings shall be submitted by the Contractor. Shop drawings shall be stamped and signed by the Contractor showing that they have been reviewed and approved by him/her before being sent to the Owner.
    a. Details shall be identified by reference number to sheet and detail, schedule or room numbers on the Contract Drawings.
    b. Submittals that have not been reviewed by the Contractor and do not bear a stamp of review by the Contractor will be returned and will not be reviewed by the Owner.
4. All Shop Drawings and material submittals shall be numbered in sequence of submittal. Resubmittals shall receive a new number.
5. Fabrication of work shall not be started or any parts shipped or transported to the job site prior to the review of shop drawings by the Owner, and compliance with the Contract Documents has been verified.
6. The Contractor shall assume full responsibility for coordinating and

verifying schedules, quantities and dimensions shown on Shop Drawings. The Owner assumes no responsibility for checking schedules, quantities or dimensions.

B. Substitutions:

1. The products specified are intended and the Standard of Quality for the products required for this project. The bidder shall acquire preapproval from the Owner before the bid closing date for alternate manufacturers and/or roofing systems that they propose to use. Only manufacturers and roofing systems listed in the specifications or by addendum will be allowed.
2. Proposed manufacturer and roofing systems must be listed on the bid form. Bidder will not be allowed to change materials after the bid closing date.
3. If alternate products are proposed, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Owner for approval prior to acceptance.
4. In making a request for substitution, the bidder represents that it has:
    a. Investigated the proposed product or method and determined that it is equal or superior in all respects to that specified.
    b. Will provide the same guarantee for substitution as for the product and method specified.
    c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
    d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
    e. Will reimburse the Owner for all redesign costs incurred by the Owner for accommodation of the substitution.
5. Engineer/ Owner reserves the right to act as the final authority on the acceptance or rejection of proposed alternate roofing systems or materials.
6. Listing a manufacturer of roofing system that is not listed in the specifications, or addendum will result in a rejection of the bid as non-responsive.
7. The following products do not require further approval except for interface within the Work:
    a. Products specified by reference to standard specifications such as ASTM and similar standards.
    b. Products specified by manufacturer's name and catalog model number.
    c. The Contractor, however, shall submit to the Owner a letter stating that the products submitted will be as stated in a. and b. above.
8. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Owner.
9. Time for review of substitutions:

a. Substitution requests shall be submitted to the Owner in writing at least 10 business days before the bid closing. When submitting an item for substitution, submit all pertinent data required to enable the Owner to make an accurate and timely evaluation. Incomplete submittals or insufficient data will be cause for the submittal to be rejected.

b. Requests for extension of the time directly or indirectly related to approval of substituted items will not be granted.

c. Additional review time by the Owner caused by a substitution shall in no way be charged as a delay to the Project.

d. It shall be the sole responsibility of the Contractor to avoid delays through the process of substitution.

10. "Or equal":

a. Where the phrase "or equal," or "as approved equal," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be considered as equal unless the item has been specifically so reviewed by the Owner and deemed in conformance with design intent and quality established for this Work.

b. If submittals on "or equal" items are not made within the prescribed time or are incomplete, then the item or material originally specified shall be supplied.

1.3 SUBMITTALS

A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

B. Submittals shall be uploaded to the project ProCore site. See Section 013113, paragraph 1.05, DOCUMENTATION MANAGEMENT USING PROCORE.

C. Submittals shall include all technical and performance data on the product or material required for the Owner to make a fair evaluation, including physical samples if deemed necessary by the Owner.

D. Incomplete submittals will be returned to the Contractor and will not be reviewed by the Owner. The Contractor shall be solely responsible for any delays caused by making incomplete submittals

E. For purposes of uniformity, only one make and/or brand of material will be accepted for each type of material used. All electrical material shall be listed by Underwriters Laboratories, Inc. and shall meet their requirements and bear their label.

F. all contractor submittals, shop drawings, and product data must be uploaded, tracked, and approved exclusively through the Procore Submittals Tool

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

B. Types of prints required:

1. Submit Shop Drawings in the form of an electronic PDF file through ProCore.

C. Review comments of the Owner will be shown on the transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

D. Review of Shop Drawings and submittals is only for general conformance with the design concept, colors, texture of material and general compliance with the Contract Documents. Any action indicated or shown is subject to the requirements of the Contract Drawings and Specifications. Review of Shop Drawings is not intended to modify or change in any way the Contract Documents (any deviations shall be separately stated in writing). The Contractor shall be solely responsible for fabrication processes and methods, field dimensions and quantities.

2.2 MANUFACTURERS' LITERATURE

A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.

B. Submit one electronic copy in PDF format through ProCore.

2.3 SAMPLES

A. Provide Samples identical to the precise item proposed to be provided. Identify as described under "Identification of submittals" below.

B. Number of Samples required:

1. Identified in the respective material specification sections.

2.4 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Owner for selection.

B. Within 10 days from the Notice to Proceed, General Contractor shall submit to the Owner a list of manufacturers of all products or materials requiring color selections, which will be used on the job. Samples of the manufacturer’s complete color range shall also be submitted at this time. Color selections will not be made by the Owner until color samples for all items to be selected have been submitted. The Owner will not make partial color selections.

C. Failure of the Contractor to submit all color charts for all products or materials requiring color selections within 10 days, thus requiring additional time for the Owner to make selections, shall not be grounds for a delay claim.

D. Allow 10 working days after the receipt of all color lists of all products or materials requiring color selections for the Owner to make color selections.

E. All concrete colors including the natural concrete color shall have 3’x3’ samples poured in place on site. Review and approval by Owner is required for all concrete colors and finish prior to final placement.

PART 3 EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

A. Each submittal shall be numbered or named consecutively by the Contractor and all documentation shall refer to that number.
    1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
    2. On resubmittals, cite the original submittal number for reference.
B. Accompany each submittal with a letter of transmittal or e-mail showing all information required for identification and checking.
C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Ensure an up to date submittal log is maintained in the ProCore site at all times.

3.2 GROUPING OF SUBMITTALS

A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
    1. Partial submittals may be rejected as not complying with the provisions of the Contract.
    2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery. The Contractor will be solely responsible for any delays caused by not making submittals in time for proper review.
B. In scheduling, allow Sufficient time for review by the Owner following his receipt of the submittal as set forth in the General Conditions.

3.4 OWNER'S REVIEW

A. Review by the Owner does not relieve the General Contractor from responsibility for errors which may exist in the submitted data nor does review by the Owner relieve the Contractor from responsibility or in any way change the original Contract.
B. Revisions:
    1. Make revisions required by the Owner.
    2. If the Contractor considers any required revision to be a change, he shall so notify the Owner as provided for in the Contract Documents.
    3. Make only those revisions directed by the Owner.
C. Reimbursement of Owner's costs:
    1. In the event substitutions are proposed to the Owner after the Contract has been awarded, the Owner will record all time used by him and by his consultants in evaluation of each such proposed substitution.
    2. Whether or not the Owner approves a proposed substitution, the Contractor promptly upon receipt of the Owner's billing shall reimburse the Owner at his standard billing rates and that of his

consultants for all time spent by them in evaluating the proposed substitution.

3. If the Contractor does not reimburse the Owner for all time spent by them in evaluating the proposed substitution, with the authorization of the Owner, the amounts due the Owner will be deducted from the pay request.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 01 33 24 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. If necessary, Owner will request additional information or documentation

for evaluation within one week of receipt of a comparable product request. Owner will notify Contractor of approval or rejection of proposed comparable product request within 5 business days of receipt of request, or 5 business days of receipt of additional information or documentation, whichever is later.

B. Form of Approval: As specified in Section 01 33 24 "Submittal Procedures."

C. Use product specified if Owner does not issue a decision on use of a comparable product request within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.

2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements

for storage.

6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturers' disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Owner will make selection.

5. Descriptive, performance, and reference standard requirements in the

Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Manufacturers and products listed in the specifications are identified as “basis of design” Either provide the manufacturer and product as specified or an equivalent manufacturer and product of equal or better performance. Drawings and Specifications indicate sizes, profiles, dimensions, performance standards and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by an alternate manufacturer.

C. Visual Matching Specification: Where Specifications require "match Owner's sample", provide a product that complies with requirements and matches Owner's sample. Owner's decision will be final on whether the proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Owner from manufacturer's full range" or similar phrase, select a product that complies with requirements. Owner will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Owner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Owner may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project name and location, owner name, and owner contact information including address, phone and email.

5. Samples, if requested.

END OF SECTION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Mobilization and demobilization requirements.

1.02 DEFINITIONS

A. Mobilization includes bringing in all necessary equipment to the site to do the work. It also includes all labor materials and equipment to set up temporary offices, structures, facilities, signs and utilities.

B. Demobilization includes removing all construction equipment and debris so site is left clean.

1.03 TEMPORARY FACILITIES

A. Field Office: CONTRACTOR'S OPTION (Not required). If provided, the Contractor's field office must be confined to the designated staging area as determined by the City's project manager.

B. Phone: Contractor shall maintain a mobile phone on site at all times with a number available to the Project Manager and Architect.

C. Utilities: Owner will provide power, water. Contractor shall provide all other temporary utilities required.

D. Sanitary facilities: Contractor to provide and maintain.

E. Construction and Support: Set up and maintain in a neat and orderly manner temporary enclosures, identification signs, and waste material disposal.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Temporary Materials: CONTRACTOR'S OPTION.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Relocate and modify temporary facilities as required.

B. Install temporary utility service or connect to existing service.

C. Locate field office, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access and within the staging area shown on the plans. Use of gasoline-burning, open flame or salamander type heating units is prohibited.

D. Conform to local standards and codes for erection of adequate fences and barricades. Maintain all signing, barricades, fencing, drainage, and other items as required to protect public and private property from damage caused by demolition operations.

E. Coordinate location of storage areas to avoid interference with drainage, traffic, or private property.

F. Provide and maintain all temporary signage required by the Work.

G. Provide and install safety barriers as required by the work to protect employees and the public.

3.02 REMOVALS

A. Completely remove temporary materials and equipment at completion of work.

B. Clean and repair damage caused by installation of temporary facilities.

C. Restore areas to original or to specified conditions at completion of the Work.

END OF SECTION

SECTION 01 74 13
CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. In addition to standards described in this Section, comply with all requirements for cleaning up as described in various other Sections of these Specifications.

C. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Contractor and the sub-contractor shall be responsible for identifying and including all related work in other Sections of these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 QUALITY ASSURANCE

A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.

B. Codes and Standards: In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Owner.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

A. General:

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restock, tidy, or otherwise service all arrangements to meet the requirements of subparagraph 3.A.1.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean," for the purpose of this sub-paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Following the installation of any roofing materials, clean the substrate before the installation of the subsequent layer. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Owner may be injurious to the finished roofing system.

3.02 FINAL CLEANING

A. Definition: Except as otherwise specifically provided, "clean," for the purpose of this Article, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaning using commercial quality building maintenance equipment and materials.

B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.

C. Site: Unless otherwise specifically directed by the Owner, broom clean all paved areas on the site and all public paved areas directly adjacent to the site. Completely remove all resultant debris.

D. Structures:

1. Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Owner may require light sandblasting or other cleaning at no additional cost to the Owner.
2. Interior: Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint dropping, spots, stains, and dirt from finished surfaces. Use only the specified cleaning materials and equipment.

E. Timing: Schedule final cleaning to enable the Owner to accept a completely clean project.

END OF SECTION

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SECTION 01 77 00
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. This Section describes contract closeout procedures including:

1. Project record documents
2. Product Data
3. Operation and Maintenance data
4. Removal of temporary construction facilities
5. Final completion
6. Final cleaning
7. Material, equipment and finish data
8. Project guarantee
9. Warranties
10. Restorative and Remedial Work
11. Turn-in
12. Fire Inspection Coordination
13. Building Inspection Coordination

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Contractor and the sub-contractor shall be responsible for identifying and including all related work in other Sections of these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 PROJECT RECORD DOCUMENTS

A. Maintenance of Documents and Samples:

1. Store Project documents and samples in field office apart from documents used for construction.
2. Maintain Project documents in a clean, dry, legible condition and in good order.
3. Do not use Project record documents for construction.

B. Recording:

1. Record information carefully and neatly, with felt tip pens, in color code designated, and in the manner approved in advance by the Owner.

a. Information recording will be continuous throughout construction. Information shall be recorded at the time of event(s) and shall be available at all times for review by the Owner.

2. Label each document “Project Record” in large, neat, printed letters.

C. Record Drawings:

1. Record the following kinds of information on plans or in electronic PDF format:

a. Changes made by Change Orders and other modifications described in the General Conditions.

b. Locations of work buried under or outside the building, such as plumbing and electrical lines and conduits.

c. Locations of work concealed inside the building whose general location is changed from that shown on the Contract Documents.

d. Locations of items, not necessarily concealed, which have been changed, with the Owner’s prior acceptance, from the locations indicated on the Contract Documents.

e. Locations of significant items such as main power disconnect, main water and gas shutoffs, motor disconnects, filters, controls, isolating valves and the like shall be highlighted on the record drawings.

f. Provide line diagrams of all installed electrical power, lighting, switching, low voltage, security electronics, subpanels, meter mains, termination points, transformers and systems.

g. In addition to the previously specified requirements for record drawings: Keep up to date during the entire progress of the work and make available to the Owner. Furnish additional drawings necessary for clarification. Record deviations from the sizes, locations, and other features of installations shown in the Contract Documents. Establish locations of underground work by dimensions to column lines or walls, locating turns, and by referenced centerline or invert elevations and rates of fall. Give sufficient information to locate work concealed in the building. Drawing to Scale:

1) Locate main runs of piping, conduit, ductwork, and similar items by dimensions.

2) Locate other items either by dimensions or in relation to spaces within the building.

2. Furnish reproducible record drawings, made from final Shop Drawings, updated to show actual conditions, for specified work.

D. “As-Built” Drawings:

1. At time of acceptance of the work and prior to final payment, using the record drawings for reference, scan hand editted “As-Built” drawings in electronic PDF format that to be furnished to the Owner.

E. Specifications and Addenda:

1. Mark each Specification Section to record:

a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment incorporated in the work.

b. Changes made by Change Order and other modifications described in the General Conditions.

F. Record Construction Schedule: Using the latest Progress Schedule required by Section

G. 01 32 16 as a reference, submit a Record Construction Schedule showing the actual dates and duration of construction activities.

H. Sign and date the completed Project record documents; deliver to the Owner who will deliver to the Owner after Final Acceptance of the Work.

1.03 PRODUCT DATA

A. Furnish three copies of manufacturers' product data, specifications, installation instructions, and maintenance instructions for products incorporated in the work; information specified herein shall be for products in addition to equipment items requiring operating and maintenance data specified elsewhere in this Section. All product data pertaining to an item shall be assembled together.

B. Sign and date the completed product data and deliver in electronic .pdf file format to the Owner.

1.04 OPERATING AND MAINTENANCE DATA

A. General: Where maintenance manuals, record data, and operating instructions are specified, assemble in electronic PDF format; include the following:

1. Cover sheet containing the Project name and address and the general subject matter in the manual.

2. Index at the front of the manual hyperlinked to the listed sections in the manual.

3. Instructions regarding operation and maintenance of the equipment included in the manual.

4. Replaceable parts, part numbers, cost, and name and address of nearest parts distributor.

5. Copy of each warranty and service contract issued for the equipment included in the manual.

6. Include additional data required for the Owner's operation and maintenance.

B. Catalog Data: Where contents of manuals include manufacturers' catalog pages, indicate the items included in the Project and delete data which is not applicable.

C. Include one set of reviewed or revised Shop Drawings showing changes made during construction and/or installation within the manual.

1.05

1.06 INSTRUCTION OF THE OWNER'S PERSONNEL

A. Furnish qualified personnel for on-the-job instruction of the Owner's operating and maintenance personnel.

1.07 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to a condition equal to or better than what existed prior to the work.

1.08 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as substantially complete, Contractor shall submit written notice to Owner, with list of items to be completed or corrected.

B. Within reasonable time, Owner will inspect to determine status of completion.

C. Should Owner determine that Work is not substantially complete, Owner will promptly notify Contractor in writing, listing all defects and omissions.

D. Contractor shall remedy deficiencies and send a second written notice of substantial completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay the cost of the reinspection.

E. When Owner and Owner concurs that Work is substantially complete, Owner will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be complete or corrected as verified by Owner and Owner.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Owner before a Certificate of Substantial Completion will be issued. The term "Substantial Completion" is defined in the General Conditions of the Contract.

1. Certification that all mechanical, electrical, plumbing, and hardware equipment has been tested and is operational. The Contractor will provide copies of all test results and reports including a binder by division fully indexed, outlining all equipment and performance tests. See Section 01 33 24 - Submittals and Substitutions.

1.09 COMMISSIONING:

A. Building Commissioning:

1. Not Applicable

1.10 FINAL COMPLETION

A. Final Completion is defined in the General Conditions. Final Completion occurs when Work meets requirements for Owner's Final Acceptance. When

Contractor considers Work is finally complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
3. Operation of equipment and systems have been reviewed with Owner Maintenance and Operational personnel, have been tested in the presence of Owner's representative, and are operative.
4. Work is complete and ready for final inspection.

B. In addition to submittals required by conditions of Contract, Contractor shall provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When Owner finds Work is acceptable and final submittal is complete, Owner will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should Owner or Owner determine that Work is incomplete or defective:

1. Owner promptly will so notify Contractor, in writing, listing the incomplete or defective items.
2. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for re inspection.
3. When Owner determines that the Work is acceptable under the Contract Documents, Owner will request Contractor to make closeout submittals.

D. Final adjustments of accounts:

1. Contractor shall submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute a notarized Final Lien Release.
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustment to the Contract Sum that were not previously made into a Contract Modification.

1.11 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

1. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
2. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
3. Employ skilled workers for final cleaning.
4. Clean Site; mechanically sweep paved areas.

5. Remove waste and surplus materials, rubbish, and construction facilities from Site.

1.12 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to Owner for Owner's records.

1.13 PROJECT GUARANTEE

A. Contractor shall guarantee Work done under Contract against failures, leaks or breaks or other unsatisfactory conditions due to defective equipment, materials or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

B. Neither recordation of final acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Owner may make repairs to defective Work as set forth in the General Conditions, if, within 5 working days after mailing of written notice of defective work to Contractor or authorized agent, Contractor shall neglect to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in opinion of Owner, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.

D. If, after installation, operation or use of materials or equipment to be furnished under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until it can, without damage to Owner, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.14 WARRANTIES

A. Execute Contractor's submittals and assemble warranty documents, and operations and maintenance manuals, executed or supplied by

subcontractors, suppliers, and manufacturers.

1. Provide table of contents and assemble in 8-1/2" by 11" three-ring binder with durable plastic cover, appropriately separated and organized.
2. Assemble in Specification Section order.

B. The Contractor shall not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance or accident caused by Others, or for defective parts whose replacement is necessitated by failure of Owner's maintenance forces to properly clean and service them, provided the Contractor has furnished complete maintenance instructions and appropriate instruction to the Owner.

C. Submit material prior to final application for payment.

1. For equipment put into use with Owner's permission during construction, submit within ten (10) working days after first operation.
2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) working days after acceptance, listing date of acceptance as start of warranty period.

D. Warranties are intended to protect Owner against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.

E. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements
2. Vandalism after substantial completion
3. Insurrection or acts of aggression including war

F. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

G. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than 365 days after corrected Work was done, whichever is later.

H. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

I. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.
2. Where specified, warranty shall be countersigned by subcontractors and installers.

J. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

K. Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be one (1) year minimum from date of final completion of entire Work except where:

1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.

2. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

L. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

1.15 SERVICE AND MAINTENANCE CONTRACTS

A. Compile, review, and submit specified service and maintenance contracts as specified for warranties and bonds.

1.16 PREPARATION FOR FINAL INSPECTION

A. Perform final cleaning as specified in Section 01 74 13.

B. Assemble warranties, service and maintenance contracts, operating and maintenance instructions, and other items as specified, and submit to the Owner.

C. Remove temporary tapes, wrapping, coatings, paper labels, and other similar items. Dust, mop, wash, or wipe exposed and semi-exposed surfaces.

D. At the Contractor’s request, the Owner will attend a pre-final detailed Project review, to allow the Contractor to gather the majority of punch list items while the subcontractors are still on the Project. Provide a typewritten list of all items remaining to be completed or corrected; list by room number and item number. Segregate plumbing, HVAC, and electrical on separate lists.

E. If the Owner requires that the Owner perform, assemble or assist in creating the pre-final project list in order to move the Project to completion, the Owner shall be compensated for all associated costs which will be deducted from the progress payment due the Contractor. Any associated costs resulting from the additional work will be processed as a Deductive Change Order in accordance with the General Conditions.

F. If the Owner or Owner determines that the list is inadequate, non-descriptive

or incomplete based on the review, the Owner shall generate the list. The Owner shall be compensated fall all associated costs which will be deducted from the progress payment due the Contractor.

G. Any associated costs resulting from the additional work will be processed as a Deductive Change Order in accordance with the General Conditions.

H. At the Contractor's request, the Owner will make a final Project review when the items in the pre-final punch list have been completed and after final cleanup, operation tests and the like have been performed.

I. When the Owner determines that the Project is substantially complete and that final punch list items are completed, a final Project Inspection Report shall be executed.

J. Upon execution of the Final Project Inspection Report, record and pay for Notice of Completion and furnish copies to the Owner and the Owner.

1.17 RESTORATION OF DAMAGED WORK

A. Restore or replace damaged materials and finishes caused by movement of equipment or other operations of the Contractor or as specified or directed by the Owner, at no additional cost to the Owner.

B. Restoration shall be equal to the original work, and finishes shall match the appearance of existing adjacent work.

1.18 REMEDIAL WORK

A. Replace work due to faulty workmanship or materials at no additional Cost to the Owner.

B. Coordinate work with the Owner and perform at such time and manner to cause minimal interruption and inconvenience to the Owner's operations.

1.19 EXTRA MATERIALS

A. Where specified, provide extra materials in the quantities and manner specified.

B. Store these materials as directed by the Owner.

C. Delivery and certification of extra materials shall be prerequisite to Substantial Completion.

1.20 TURN-IN

A. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits and keys issued to Contractor during prosecution of Work are turned in to Owner.

1.21 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until a Release of Any and All Claims, is completed and executed by Contractor and Owner.

1.22 FIRE INSPECTION COORDINATION

A. Contractor shall coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling.

1.23 BUILDING INSPECTION COORDINATION

A. Contractor shall coordinate with Owner's and Building inspectors a final inspection for the purpose of obtaining final approval an occupancy certificate.

END OF SECTION

SECTION 061000
ROUGH CARPENTRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. SUMMARY

1. Section Includes:
    a. Framing with dimension lumber.
    b. Framing with timber.
    c. Framing with engineered wood products.
    d. Roof Sheathing
    e. Rooftop equipment bases and support curbs.
    f. Wood blocking and nailers.
    g. Wood furring.
    h. Wood sleepers.

C. DEFINITIONS

1. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
2. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.
3. Exposed Framing: Framing not concealed by other construction.
4. OSB: Oriented strand board.
5. Timber: Lumber of 5 inches nominal size or greater in least dimension.

D. SUBMITTALS

1. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
    a. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
    b. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials

comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

1.) For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5664.

2.) For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

c. Evaluation Reports: For the following, from ICC-ES:

1.) Wood-preservative-treated wood.

2.) Fire-retardant-treated wood.

3.) Engineered wood products.

4.) Power-driven fasteners.

5.) Post-installed anchors.

6.) Metal framing anchors.

E. QUALITY ASSURANCE

1. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.
2. Mill and Producers Mark: Each piece of lumber and plywood shall be grade stamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface or ends of pieces with finished surfaces.
   a. Pressure Preservative Treated Material: Accredited agency quality mark on each piece of wood indicating treatment.
   b. Fire-Retardant Treated Material: Accredited testing agency mark on each piece of wood indicating compliance with the fire hazard classification.

F. DELIVERY, STORAGE, AND HANDLING

1. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide air circulation around stacks and under coverings.

PART 2 PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Construction or No. 2 grade, unless otherwise indicated.
3. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
4. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
    a. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; use Category UC2

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
4. Application: Treat items indicated on Drawings, and the following:
    a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
    b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
    c. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
    d. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.

e. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Treatment shall not promote corrosion of metal fasteners.
2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for exterior locations and where indicated.
3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.
4. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D5664 and design value adjustment factors shall be calculated according to ASTM D6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.

C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent

D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

E. Application: Treat items indicated on Drawings, and the following:

1. Framing for raised platforms.
2. Framing for stages.
3. Concealed blocking.
4. Framing for non-load-bearing partitions.
5. Framing for non-load-bearing exterior walls.
6. Roof construction.

7. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

A. Partitions (load bearing and non-load bearing) Joists, Rafters, and Other Framing: Construction or No. 2 grade.
   1. Species:
      a. Hem-fir (north); NLGA.
      b. Spruce-pine-fir; NLGA.
      c. Hem-fir; WCLIB, or WWPA.
   2. Western woods; WCLIB or WWPA.

2.5 ROOF SHEATHING

A. Stamp APA Grade Stamps on each panel. Comply with PS1 and PS2 for cross laminated veneer panel.
   1. APA PS1, A-D Group 1, Exposure 1: Face exposed one side.
   2. APA PS1, C-D Plugged Group 2, Exposure 1: Face unexposed.

B. Roof Sheathing: Plywood, APA C-D Grade, ¾" inches thick, unexposed; APA Exterior A-D Grade at exposed eaves. Comply with Structural Notes and Structural Drawings.
   1. Edge and End Joints: Tongue and groove (T&G), except square cut butt joints accepted with panel edge clips or solid backing to prevent differential movement of adjacent edges between support, in accordance with APA recommendations.
   2. Thickness: Layer sheets as needed to match existing adjacent deck. APA SPAN RATING not less than 48/24.

2.6 ENGINEERED WOOD PRODUCTS

A. Source Limitations: Obtain each type of engineered wood product from single source from a single manufacturer.

B. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D5456 and manufactured with an exterior-type adhesive complying with ASTM D2559.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      a. Boise Cascade Company.
      b. Louisiana-Pacific Corporation.
      c. Weyerhaeuser Company.

d. Approved equivalent.

2. Extreme Fiber Stress in Bending, Edgewise: 3100 psi for 12-inch nominal- depth members.
3. Modulus of Elasticity, Edgewise: 2,000,000 psi.

C. Parallel-Strand Lumber: Structural composite lumber made from wood strand elements with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D5456 and manufactured with an exterior-type adhesive complying with ASTM D2559.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. Weyerhaeuser Company.
   b. Approved equivalent.
2. Extreme Fiber Stress in Bending, Edgewise: 2900 psi for 12-inch nominal- depth members.
3. Modulus of Elasticity, Edgewise: 2,200,000 psi.

D. Wood I-Joists: Prefabricated units, I-shaped in cross section, made with solid or structural composite lumber flanges and wood-based structural panel webs, let into and bonded to flanges. Comply with material requirements of and with structural capacities established and monitored according to ASTM D5055.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. Boise Cascade Company.
   b. Louisiana-Pacific Corporation.
   c. Stark Truss Company, Inc.
   d. Weyerhaeuser Company.
   e. Approved equivalent.
2. Web Material: Either OSB or plywood, complying with DOC PS 1 or DOC PS 2, Exposure 1
3. Structural Properties: Depths and design values not less than those indicated.

E. Rim Boards: Product designed to be used as a load-bearing member and to brace wood I-joists at bearing ends, complying with research or evaluation report for I-joists.

1. Manufacturer: Provide products by same manufacturer as I-joists.
2. Material: product made from any combination solid lumber, wood strands,

and veneers.

3. Rim Board Thickness: 1-1/4 inches.

2.7 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
   1. Blocking.
   2. Nailers.
   3. Rooftop equipment bases and support curbs.
   4. Cants.
   5. Furring.
   6. Grounds.
   7. Utility shelving.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:
   1. Hem-fir (north); NLGA.
   2. Mixed southern pine or southern pine; SPIB.
   3. Spruce-pine-fir; NLGA.
   4. Hem-fir; WCLIB or WWPA.
   5. Western woods; WCLIB or WWPA.
   6. Northern species; NLGA.

C. Concealed Boards: 19 percent maximum moisture content and any of the following species and grades:
   1. Hem-fir or hem-fir (north); [Construction or No. 2 Common] [Standard or No. 3 Common] grade; NLGA, WCLIB, or WWPA.
   2. Northern species; No. [2] [3] Common grade; NLGA.
   3. Western woods; [Construction or No. 2 Common] [Standard or No. 3 Common] grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

F. For furring strips for installing plywood or hardboard paneling, select boards

with no knots capable of producing bent-over nails and damage to paneling.

2.8 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.9 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
   1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153 or of Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction as appropriate for the substrate.
   1. Material: Carbon-steel components, zinc plated to comply with ASTM B633, Class Fe/Zn 5.

2.10 METAL FRAMING ANCHORS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   1. Cleveland Steel Specialty Co.
   2. Phoenix Metal Products, Inc.
   3. Simpson Strong-Tie Co., Inc.
   4. Approved equivalent.

B. Allowable design loads, as published by manufacturer, shall meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.

C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653, G60 coating designation.
   1. Use for interior locations unless otherwise indicated.

D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.

1. Use for wood-preservative-treated lumber and where indicated.

2.11 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

C. Adhesives for Gluing Sleepers to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

D. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate [furring,]nailers, blocking, [grounds,]and similar supports to comply with requirements for attaching other construction.

D. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.[Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.]

E. Install shear wall panels to comply with manufacturer's written instructions.

F. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

G. Install sill sealer gasket to form continuous seal between sill plates and

foundation walls.

H. Do not splice structural members between supports unless otherwise indicated.

I. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

J. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:

1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.

K. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

L. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

M. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

1. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

a. Table 2304.9.1, "Fastening Schedule," in the Uniform Code

2. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

a. Comply with approved fastener patterns where applicable

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 INSTALLATION OF WALL AND PARTITION FRAMING

A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions and for load-bearing partitions where framing members bearing on partition are located directly over studs. Fasten plates to supporting construction unless otherwise indicated.

1. For interior and exterior walls, provide 2-by-6-inch nominal size wood studs spaced 16 inches o.c. unless otherwise indicated.

2. Provide continuous horizontal blocking at mid-height of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.

B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.

C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.

1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 48 to 72 inches in width, 8-inch nominal depth for openings 72 to 120 inches in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.

2. For load-bearing walls, provide double-jamb studs for openings 60 inches and less in width, and triple-jamb studs for wider openings. Provide headers of depth required by the Uniform Code.

3.4 INSTALLATION OF FLOOR JOIST FRAMING

A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:
   1. Where supported on wood members, by using metal framing anchors.
   2. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.

B. Fire Cuts: At joists built into masonry, bevel cut ends 3 inches and do not embed more than 4 inches.

C. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.

D. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than one-third depth of joist; do not locate closer than 2 inches from top or bottom.

E. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.

F. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.

G. Anchor members paralleling masonry with 1/4-by-1-1/4-inch metal strap anchors spaced not more than 96 inches o.c., extending over and fastening to three joists. Embed anchors at least 4 inches into grouted masonry with ends bent at right angles and extending 4 inches beyond bend.

H. Provide solid blocking between joists under jamb studs for openings.

I. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
   1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.

J. Provide bridging of type indicated below, at intervals of 96 inches o.c., between joists.
   1. Diagonal wood bridging formed from bevel-cut, 1-by-3-inch nominal- size lumber, double-crossed and nailed at both ends to joists.
   2. Steel bridging installed to comply with bridging manufacturer's written instructions.

3.5 INSTALLATION OF CEILING JOIST AND RAFTER FRAMING

A. Ceiling Joists: Install with crown edge up and complying with requirements

specified above for floor joists. Face nail to ends of parallel rafters.

1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate, and nail to first joist or anchor with framing anchors or metal straps. Provide 1-by-8-inch nominal- size or 2-by-4-inch nominal-size stringers spaced 48 inches o.c. crosswise over main ceiling joists.

B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.

1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.

C. Provide collar beams (ties) as indicated or, if not indicated, provide 1-by-6-inch nominal- size boards between every third pair of rafters, but not more than 48 inches o.c. Locate below ridge member, at third point of rafter span. Cut ends to fit roof slope and nail to rafters.

D. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions if any.

3.6 INSTALLATION OF ROOF SHEATHING

A. Comply with APA Design/Construction Guides and Structural Drawings. Where in conflict, assume more stringent requirements and verify with Architect before beginning work.

B. Secure roof sheathing perpendicular to framing members with ends staggered. Secure sheet edges over firm bearing.

C. Install with panel ends over firm bearing. Secure T&G edges at side laps. Attach square cut edges at sides with panel edge clips or solid blocking in accordance with APA.

1. Minimum 1 panel edge clip midway between supports under 48-inch span.
2. Minimum two panel edge clips spaced equal distant between supports at spans at 48 inch and over.

D. Maintain 1/8-inch space at end and edge joints.

E. Nail to solid structural framing. Space maximum 6 inch on-center at panel

edges, 12 inches on center at panel field, and in compliance with WSBC requirements. Include additional nailing as necessary to set securely in place and in accordance with building code.

1. Install nail heads flush with sheathing surface.

3.7 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

PART 4 MEASUREMENT AND PAYMENT

4.1 ROUGH CARPENTRY

A. The work defined in this section shall be incidental to other work as indicated on the Bid Form.

END OF SECTION

SECTION 07 01 50
MEMBRANE REROOFING PREPARATION

PART 1 GENERAL

1.1 Description Of Work:

A. This specification covers the furnishing and installation of materials for preparation for re-roofing. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Work shall be complete so that no water intrusion is allowed into the building during the installation of the work.

1.2 Summary

A. Section Includes:

1. Roof tear-off.
2. Partial roof tear-off.
3. Temporary roofing membrane.
4. Roof re-cover preparation.
5. Removal of base flashings.

1.3 Materials Ownership

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 Definitions

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Existing Membrane Roofing System: Built-up asphalt, Built-up coal-tar, EPDM, CSPE, PVC, TPO, APP-modified bituminous, or SBS-modified bituminous roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.

C. Roof Re-Cover Preparation: Existing roofing membrane that is to remain and be prepared for reuse.

D. Roof Tear-Off: Removal of existing membrane roofing system from deck.

E. Partial Roof Tear-Off: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system.

F. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

G. Existing to Remain: Existing items of construction that are not indicated to be

removed.

1.5 Submittals

A. Product Data: For each type of product indicated.

B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place and be incorporated into the final roofing system, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's warranty, resistance to fire and wind, or its FM Global rating.

C. Materials test reports, as needed, in accordance with the American Society for Testing and Materials (ASTM).

D. Fastener pull-out test report.

E. Photographs or Videotape: Show conditions of adjoining construction and site improvements, including existing exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

F. Landfill Records: Indicate receipt and acceptance of hazardous wastes, such as asbestos-containing material, by a landfill facility licensed to accept hazardous wastes.

G. Qualification Data:

1. Installer: Certification by roof system manufacturer that contractor is a certified installer of the proposed roofing system.

2. Asbestos Abatement Contractor: certificate verifying that contractor is licensed to perform asbestos abatement in the State of Oregon.

1.6 Quality Assurance

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal, comply with State of Washington asbestos abatement and disposal regulations, and dispose of all non-hazardous waste at a licensed landfill.

B. Reroofing Conference: Comply with preconstruction requirements as specified in Section 075420, KEE MEMBRANE ROOFING SYSTEM.

1.7 Project Conditions

A. The Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so the Owner's operations will not be disrupted. Provide the Owner with not less than 72 hours' notice of activities that may affect the Owner's operations.

1. Coordinate work activities daily with the Owner so the Owner can coordinate with building occupants below the work area. The Courthouse is in continuous operation during working hours, and court related activity cannot be postponed or halted for construction activity. HVAC, air handling equipment, and telecommunication systems must remain operational at all times during business hours. Temporary shutdown of

equipment can be coordinated outside of normal business hours. Contractor shall make necessary provisions to limit noise, dust, smoke, or other construction related impacts to Court operations.

2. Before working over structurally impaired areas of deck, notify the Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.

B. Protect the building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

D. Conditions existing at time of inspection for bidding will be maintained by the Owner as far as practical.

1. A Kitsap County Courthouse Roof Project Development Study, created by Helix Design Group, dated February 14, 2025, is available to the Contractor for reference and is included in Volume 4 of the Contract Documents. This document contains condition observations, recommendations, test core sample analysis, and asbestos testing results. The Contractor takes full responsibility for conclusions drawn from this information.

2. Additional asbestos sampling was completed by Rose Environmental and is included in Volume 4 of the Contract Documents. The Contractor takes full responsibility for conclusions drawn from this information.

E. Limit construction loads on roof, as directed by the Owner. Rooftop equipment wheel loads and for uniformly distributed loads.

F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

G. Hazardous Materials: An asbestos survey has been completed, and some asbestos has been identified in the areas to be reroofed. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material assessment information is included in Volume 4 of the Contract Documents.

2. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.

3. Coordinate with hazardous material remediation subcontractor to prevent water from entering existing roofing system or building.

1.8 Warranty

A. Existing Warranties: A portion of the Courthouse roof was replaced in summer 2026. These new roof sections are separated from the new work areas by

partition walls, except for the old Courthouse pitched roof section. New work will abut this pitched roof section. Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.

1. Notify warrantor of existing roofing system on completion of reroofing and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 PRODUCTS

2.1 Roof Decking

A. Use plywood sheathing matching existing deck thickness and dimensions unless otherwise indicated.

1. Plywood sheathing materials are specified in specification Section 061000 ROUGH CARPENTRY.

2.2 Temporary Roofing Materials

A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

B. Sheathing Paper: Red-rosin type, minimum 3 lb/100 sq. ft. (0.16 kg/sq. m).

C. Base Sheet: ASTM D 4601, Type II, nonperforated, asphalt-impregnated and coated, glass-fiber sheet.

D. Glass-Fiber Felts: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt.

E. Asphalt Primer: ASTM D 41.

F. Roofing Asphalt: ASTM D 312, Type Ill or IV.

2.3 Recover Boards

A. Recover Board: ASTM C 1278/C 1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate; 5/8 inch (16 mm) thick.

B. Fasteners: Factory-coated corrosion resistant or galvanized steel fasteners, No. 12 or 14, and galvanized metal or plastic plates listed in FM Approval's "Approval Guide," designed for fastening recover boards to deck.

2.4 Auxiliary Reroofing Materials

A. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new membrane roofing system.

B. Base Sheet Fasteners: Capped head, factory-coated corrosion resistant or galvanized steel fasteners, listed in FM Approval's "Approval Guide."

C. Metal Flashing Sheet: Metal flashing sheet is specified in Section 076200, SHEET METAL FLASHING AND TRIM.

PART 3 EXECUTION

3.1 Preparation

A. Protect existing membrane roofing system that is indicated not to be reroofed.

1. Loosely lay 1-inch- (25-mm-) minimum thick, molded expanded polystyrene (MEPS) insulation over the roofing membrane in areas as needed. Loosely lay 15/32-inch (12-mm) plywood or OSB panels over MEPS. Extend MEPS past edges of plywood or OSB panels a minimum of 1 inch (25 mm).

2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.

3. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.

B. Coordinate with the Owner to protect air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

C. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

E. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

3.2 Roof Tear-Off

A. General: Notify the Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.

B. Remove sleepers and accessories from roofing membrane. Store and protect sleepers and accessories for reuse. Discard cracked or broken sleepers and replace, as needed.

3.3 Roof Tear-Off: Remove existing roofing membrane and other membrane roofing system components down to the deck.

A. Remove cover boards, roof insulation, and substrate boards.

B. Bitumen and felts that are firmly bonded to concrete decks are permitted to

remain if felts are dry. Remove unadhered bitumen and felts and wet felts.

C. Remove excess asphalt from steel deck. A maximum of 15 lb/100 sq. ft. (0.72 kg/sq. m) of asphalt is permitted to remain on steel decks.

D. Remove fasteners from deck or cut fasteners off slightly above deck surface.

3.4 Partial Roof Tear-Off: Where indicated, remove existing roofing membrane and other membrane roofing system components down to the deck.

A. Remove cover boards, roof insulation, and substrate boards.

B. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen and felts and wet felts.

C. Remove excess asphalt from steel deck. A maximum of 15 lb/100 sq. ft. (0.72 kg/sq. m) of asphalt is permitted to remain on steel decks.

D. Remove fasteners from deck or cut fasteners off slightly above deck surface.

3.5 Deck Preparation

A. Inspect deck after tear-off OR partial tear-off of membrane roofing system.

B. Concrete Decks: Verify that concrete deck is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263 or by pouring 1 pint (0.5 L) of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if moisture condenses under the plastic sheet or if asphalt test sample foams or can be easily and cleanly stripped after cooling.

C. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify the Owner. Do not proceed with installation until directed by the Owner.

D. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify the Owner. Do not proceed with installation until directed by the Owner.

E. Provide additional deck securement as indicated on Drawings.

F. Replace unsuitable deck as directed and as indicated on Drawings. Replace deck with equivalent thickness of material unless otherwise required by code. Comply with Section 061000, ROUGH CARPENTRY.

1. The amount of unsuitable existing decking is unknown. A square footage estimate of roof deck replacement is included in the bid form. The Owner reserves the right to increase or decrease this quantity as required without limit or unit price adjustment.

3.6 Infill Materials Installation (if needed)

A. Immediately after removal of selected portions of existing membrane roofing system, inspection and repair of the deck, if needed, fill in the tear-off areas to match existing membrane roofing system construction.

1. Installation of infill materials is specified in Division 07.

2. Install new roofing membrane patch over roof infill area. If new roofing

membrane is installed the same day tear-off is made, roofing membrane patch is not required.

3.7 Temporary Roofing Membrane

A. Install approved temporary roofing membrane over area to be reroofed.

B. Prepare the temporary roof to receive new roofing membrane according to approved temporary roofing membrane proposal. Restore temporary roofing membrane to watertight condition. Obtain approval for temporary roof substrate from roofing membrane manufacturer and the Owner before installing new roof.

3.8 Roof Re-Cover Preparation

A. Remove blisters, ridges, buckles, mechanically attached roofing membrane fastener buttons projecting above the membrane, as directed, and other substrate irregularities from existing roofing membrane that inhibit new recover boards from conforming to substrate.

1. Remove loose aggregate from aggregate-surfaced built-up bituminous roofing with a power broom.

2. Scarify the surface of sprayed polyurethane foam as necessary to achieve a sufficiently uniform plane to receive new recover boards.

3. Broom clean existing deck and/or substrate.

4. Coordinate with the Owner's inspector to schedule times for tests and inspections before proceeding with installation of recover boards.

5. Verify that existing deck or substrate is dry before proceeding with installation of recover boards. Spot check substrates with an electrical capacitance moisture-detection meter.

6. Allow material that are wet or damp to dry before installation of new roofing membrane system.

3.9 Existing Roof Curbs and Equipment Supports

A. Remove and replace all existing curbs and equipment supports. See Section 077200 ROOF ACCESSORIES

3.10 Existing Base Flashings

A. Remove existing base flashings around parapets, curbs, walls, and penetrations.

1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.

B. Do not damage metal counterflashing that is to remain. Replace metal counterflashing damaged during removal with counterflashing as specified in Section 076200, SHEET METAL FLASHING AND TRIM

C. Inspect parapet sheathing for deterioration and damage. If parapet sheathing has deteriorated, immediately notify the Owner.

D. Remove existing deteriorated or damaged parapet sheathing and replace with new pressure-preservative treated plywood sheathing, as specified in

Division 06 Section(s) "Rough Carpentry. If parapet framing has deteriorated, immediately notify the Owner.

3.11 Fastener Pull-Out Testing

A. Perform fastener pull-out tests according to SPRI FX-1, and submit test report to the roofing membrane manufacturer and Owner before installing new membrane roofing system.

1. Obtain the roofing membrane manufacturer's approval to proceed with specified fastening pattern. The Roofing membrane manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

3.12 Recover Board Installation

A. Install recover boards over roof substrate or roofing membrane, as applicable, with long joints in continuous straight lines and end joints staggered between rows. Loosely butt recover boards together and fasten to deck, as directed.

1. Tape joints of recover boards if required by roofing membrane manufacturer.

2. Fasten recover boards to resist wind-uplift pressure at corners, perimeter, and field of roof specified in Section 075420, KEE MEMBRANE ROOFING SYSTEM.

3. Install additional fasteners near board corners and edges as necessary to conform boards to substrate and to adjacent boards.

3.13 Disposal

A. Collect demolished materials and other trash and place in containers during the work. Promptly dispose of trash and demolished materials. Do not allow demolished materials to accumulate on-site.

1. Storage or sale of demolished items or materials on-site is not permitted.

B. Follow all applicable laws in the transport and disposal of trash and demolished materials, disposing of waste at a licensed landfill.

PART 4 MEASUREMENT AND PAYMENT

4.1 ROOF DECK REPLACEMENT

A. Roof deck replacement shall be measured and paid on a square foot (SF) basis at the unit price as indicated on the Bid Form. Payment shall include all equipment, labor, and materials necessary for complete removal and installation of replacement roof decking

4.2 MEMBRANE REROOFING PREPARATION

A. Membrane Reroofing Preparation shall be incidental to the lump sum price for KEE Membrane Roofing System as indicated on the Bid Form, except as otherwise indicated in this section.

END OF SECTION

SECTION 07 22 00
ROOF INSULATION AND COVERBOARD

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Roof insulation and installation.

B. Coverboard and installation.

1.2 RELATED SECTIONS

A. Section 06 51 00 - Rough Carpentry

B. Section 07 54 20 - KEE Membrane Roofing

C. Section 07 55 00 – Modified Bitumen Roofing

1.3 REFERENCES

A. ASTM C-208-95 Specifications for Cellulosic Fiber Insulating Board

B. ASTM C-209-92 Test Method for Cellulosic Fiber Insulating Board

C. ASTM D-5 Test Method for Penetration of Bituminous Materials

D. ASTM D-36 Test Method for Softening Point of Bitumen (Ring and Ball Apparatus)

E. ASTM D-312 Specification for Asphalt Used in Roofing

F. ASTM E 2114-01 - Standard Terminology for Sustainability Relative to the Performance of Buildings

G. UL Underwriter's Laboratories, Inc., Northbrook, Illinois

H. FS HH-I-1972 Insulation Board, Polyisocyanurate

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.

B. Shop Drawings

1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.

2. Shop drawing shall include: Outline of roof, location of drains and scuppers, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.

C. Certifications

1. Insulation and coverboard manufacturers certifications that their product is compatible with the proposed roofing system.

2. Insulation and coverboard manufacturers certifications that proposed

fastening method is acceptable.

3. Roof manufacturer's certification that insulation and coverboard furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
4. Insulation and coverboard manufacturers certifications that coverboard, insulation, and fastening system furnished is Tested and Approved by Factory Mutual for Wind Up-Lift Requirements.
5. Insulation and coverboard manufacturers certifications that products furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class B for external fire and meets local or nationally recognized building codes.

1.5 QUALITY ASSURANCE

A. Fire Classification, ASTM E-108.

B. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store all materials according to the manufacturer’s recommendations and in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any materials that have been exposed to moisture exceeding the manufacturers’ requirements shall not be incorporated into the work and shall be immediately removed from the work area.

C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

D. Store materials off the ground. Any warped, broken or wet insulation or coverboards shall not be incorporated into the work and shall be immediately removed from the work area.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

1. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
2. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 MATERIALS

A. Roof Insulation
   1. Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
   2. Provide thickness of insulation as required to provide required R value and minimum slopes indicated or required. Provide combination of types and thicknesses to provide a complete system.
   3. Meets or exceeds ASTM C1289
   4. R-Value: Minimum R38.
   5. Acceptable Products:
      a. InsulBase PLOYISO by Carlisle Syntec Systems
      b. ENRGY-3 by Johns Manville
      c. EnergyGuard by GAF
      d. Or equal

B. Coverboard
   1. Nonstructural glass mat faced, noncombustible, water-resistant treated gypsum core panel.
   2. Meets or exceeds ASTM C 1177
   3. Board Size: Four feet by four feet (4'x4') when set in adhesive
   4. Thickness: One half (1/2) inch.
   5. Acceptable Products:
      a. DensDeck by Georgia Pacific, or equal

C. Fiber Cant and Tapered Edge Strips:
   1. Pre-formed rigid insulation units manufactured of insulation board material, perlite, or organic fiberboard, as recommended by the insulation manufacturer.
   2. Acceptable Manufacturers:
      a. The Garland Company, Inc.
      b. Celotex
      c. Johns Manville
      d. GAF
      e. Approved Equivalent

D. Roof Insulation/Coverboard Adhesive

1. Dual-component, high rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
2. Meets or exceeds the following performance standards:
    a. ASTM D 412 (Tensile Strength: 250 psi)
    b. ASTM D 1875 (Density: 8.5 lbs/gal)
    c. ASTM D 2556 (Viscosity: 22,000–60,000 cP)
    d. ASTM D 903 (Peel Strength: 17 lb/in)
    e. ASTM D 816 (Flexibility: Pass at -70°F)
3. Acceptable Manufacturers:
    a. Insul-Lock HR by Garland, or equal

PART 3 - EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

B. Handle and install insulation and coverboard products only under conditions and temperatures recommended by the manufacturer.

C. Coordinate insulation and coverboard placement to assure that material can be covered promptly with roof. Do not leave exposed overnight or to inclement weather.

3.2 EXAMINATION

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
    1. Verify that work which penetrates roof deck has been completed.
    2. Verify that wood nailers are properly and securely installed.
    3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
    4. Do not proceed until defects are corrected.
    5. Do not apply insulation until substrate is sufficiently dry.
    6. Broom clean substrate immediately prior to application.
    7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
    8. Verify that temporary roof has been completed.

3.3 DECK PREPARATION

A. Verify flatness and tightness of joints of decking.

B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

C. Ensure all surfaces are clean, dry, free of dirt, debris, oils, embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.

3.4 INSTALLATION

A. Install roof insulation coverboard in strict accordance with manufacturer's instructions and approved shop drawings.

B. Place insulation boards in a method to maximize contact bedding. Notch out undersides of boards which directly cover structural fasteners or strapping which are attached to the roof deck. Make notch equal to the length, width and depth of structural strap or fastener. Install boards to prevent "bubbles", high spots or dams across direction of required drainage flow.

C. All joints shall be staggered and offset a minimum of 6” from the previous layer.

D. Apply insulation adhesive as recommended by the manufacturer to comply with wind up-lift requirements.

E. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.

F. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.

G. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.

H. Tape joints of insulation as per manufacturer's requirements.

3.5 CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.6 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

PART 4 MEASUREMENT AND PAYMENT

4.1 ROOF INSULATION AND COVERBOARD

A. Work defined in this section shall be incidental to the lump sum price for KEE Membrane Roofing System as indicated on the Bid Form.

END OF SECTION

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SECTION 07 54 200
KEE MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cold Applied 2-Ply Thermoplastic Hybrid Roof System

B. Accessories

C. Edge Treatment and Roof Penetration Flashings

1.2 RELATED SECTIONS

A. Section 06 10 00 Rough Carpentry

B. Section 07 01 50 - Membrane Reroofing Preparation

C. Section 07 22 16 - Roof Board Insulation

D. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 REFERENCES

A. Factory Mutual Research (FM): Roof Assembly Classifications.

B. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

C. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

D. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

E. ASCE 7, Minimum Design Loads for Buildings and Other Structures

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Design Requirements:

1. Uniform Wind Uplift Load Capacity

a. Installed roof system shall withstand negative (uplift) design wind loading pressures in compliance with local building code and calculated per ASCE 7.

2. Live Load: See Code/Design Criteria Table, Sheet G1 of drawings.

3. Dead Load:

a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

b. See Code/Design Criteria Table, Sheet G1 of drawings.

C. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

1.5 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

B. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation, and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

C. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.

D. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio-based materials.

E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

F. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience, certified as an approved installer by the manufacturer, and licensed as a contractor in the State of Washington.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present at least once weekly during the roof system installation.

F. Product Certification: Provide manufacturer's certification that materials conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

G. Source Limitations: All components of the roof system shall be compatible with the system as designed by the manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Engineer or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETING

A. Convene minimum two weeks prior to commencing Work of this section, including representatives from Owner, manufacturer, installer, and any major trades. Refer to Section 013113, COORDINATION.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:

1. Record minutes of the conference and provide copies to all parties present.

2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.

3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Engineer.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. No wet or damaged materials will be used in the application.

D. Store membranes at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Owner.

F. Adhesive storage shall be between the range of 50˚F (10˚ C) to 80˚F (27˚ C). Area of storage shall be suitable for flammable materials storage.

1.9 PROJECT CONDITIONS

A. Only store and install products within environmental condition limits (temperature, humidity, and ventilation) as recommended by the manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.10 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed no dollar limit (NDL) warranty guaranteeing that if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.

1. Warranty Period:

a. 20 years from date of acceptance.

B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.

1. Warranty Period:

a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 Products:

A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this section.

1. The design is based upon KEE-Stone FB 60 Membrane roofing system, by The Garland Company Inc. Local representative Brian Warbis (253) 328-1942.

B. Proposed alternatives: Proposed alternative roofing systems shall comply with ASTM D 6754 and shall be equal to or exceed the following performance characteristics:

1. Membrane Thickness: (ASTM D 751) 60 mil nominal
2. Breaking Strength (ASTM D 751, proc. B- strip): 375 lbf (1668 N)
3. Tearing Strength (ASTM D 751): 120 lbf (534 N)
4. Factory Seam Strength (ASTM D 751, Grab Method) 620 lbf (2758 N)

5. Puncture Resistance (ASTM D 751) 161 lb
6. Thickness over scrim: => 30 mils

2.2 SUBSTITUTIONS

A. Requests for substitutions will be considered in accordance with provisions of Section 01 33 24 SUBMITTALS AND SUBSTITUTIONS.

B. The products specified are intended and the Standard of Quality for the products required for this project. The bidder shall acquire preapproval from the Owner before the bid closing date for alternate manufacturers and/or roofing systems that they propose to use. Only manufacturers and roofing systems listed in the specifications or by addendum will be allowed.

1. Proposed manufacturer and roofing systems must be listed on the bid form. Bidder will not be allowed to change materials after the bid closing date.
2. If alternate products are proposed, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Owner for approval prior to acceptance.
3. In making a request for substitution, the bidder represents that it has:
    a. Investigated the proposed product or method and determined that it is equal or superior in all respects to that specified.
    b. Will provide the same guarantee for substitution as for the product and method specified.
    c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
    d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
    e. Will reimburse the Owner for all redesign costs incurred by the Owner for accommodation of the substitution.
4. Engineer/ Owner reserves the right to act as the final authority on the acceptance or rejection of proposed alternate roofing systems or materials.
5. Listing a manufacturer of roofing system that is not listed in the specifications, or addendum will result in a rejection of the bid as non-responsive.

2.3 COLD APPLIED 2-PLY THERMOPLASTIC HYBRID ROOF SYSTEM

A. See Detail 1, Sheet D1 of drawings for roofing system typical cross section

B. Bituminous Vapor Barrier Base Membrane

1. SBS-modified, fiberglass-scrim-reinforced self-adhering roofing membrane

2. Meets or exceeds ASTM D 4601 Type II
3. Thickness: => 40 mils
4. Application
    a. Over existing intact vapor barrier
        1) VersiPly 40 by Garland, or equal
        2) One ply heat welded to prepared roof deck
    b. Over new or bare deck
        1) VaporSmart SA by Garland, or equal
        2) One ply adhered to prepared roof deck
        3) When installing directly to wood deck, substrate must be primed with SA Primer.

C. Deck Primer
    1. SA Primer by Garland or equal
    2. Polymer Emulsion-Base Primer
    3. Applied to substrate before installation of self-adhering vapor barrier
D. Insulation: See Section 07 22 00 - Roof Insulation and Coverboard
    1. Bonded to vapor barrier and subsequent layers of insulation with manufacturer approved insulation adhesive
E. Coverboard: See Section 07 22 00 - Roof Insulation and Coverboard
    1. Bonded to insulation with manufacturer approved insulation adhesive
F. Modified Bituminous Base Ply and Flashing Base Ply
    1. StressBase 80 Plus by Garland, or equal.
    2. Fiberglass reinforced styrene-butadiene-styrene (SBS) rubber-modified bitumen membrane
    3. Meets or exceeds ASTM D 6163, Type I
    4. Thickness: 80 mil
    5. One ply bonded to the coverboard with interply adhesive (1) or flashing adhesive respectively
G. Thermoplastic Cap (Ply) Sheet:
    1. KEE-Stone FB 60 by Garland, or equal
    2. Thermoplastic fleece backed cap sheet modified with ketone ethylene ester (KEE).
    3. Meets or exceeds ASTM D 6754

4. Thickness: 60 mils
5. One ply bonded to the modified bituminous base ply with interply adhesive (2)

H. Thermoplastic Flashing Cap (Ply) Sheet:

1. KEE-Stone NF 60 Flashing by Garland, or equal.
1. Thermoplastic non-fleece backed reinforced flashing cap sheet modified with ketone ethylene ester (KEE).
2. Meets or exceeds ASTM D 6754
3. Thickness: 60 mils
2. One ply bonded to the modified bituminous flashing base ply with Flashing Ply Adhesive (2).

I. Adhesives

1. Insulation Adhesive: See Section 07 22 00 - Roof Insulation and Coverboard
2. Interply Adhesive (1) for modified bituminous base play
   a. Green-Lock Plus Membrane Adhesive by Garland, or equal.
   b. High-performance, asphalt free, moisture-cured polymer adhesive
   c. Meets or exceeds the following performance standards:
      1) ASTM D 93: Flash Point (375˚F /190˚C)
      2) ASTM D 4586: Non-volatile content (>95% to 100% solids).
      3) VOC: <50 g/l
      4) ASTM D 2196, Brookfield viscosity vis T-E spindle (15,000-30,000 cPs)
3. Flashing Ply Adhesive (1):
   a. Green-Lock Plus Flashing Adhesive by Garland, or equal.
   b. Cold-applied, zero VOC, 100% polyether moisture-cured flashing adhesive. Trowel-grade, fast-curing roof mastic designed for flashing installations and field repairs.
   c. Meets or exceeds the following performance standards:
      1) ASTM D 93: Flash point (375°F / 190°C)
      2) ASTM D 4586: Non-volatile content (>95% to 100% solids).
      3) VOC: <50 g/l
      4) ASTM D 2196: Brookfield viscosity via T-E Spindle (ranging from 200,000 to 305,000 cPs or higher).

5) ASTM C 679: Surface cure time (approx. 100 minutes at 70°F / 50% humidity)

4. Interply Adhesive (2) for thermoplastic cap sheet
   a. KEE-Lock Foam Spatter by Garland, or equal.
   b. Two-component, low rise, solvent free, polyurethane, foamable adhesive that contains no high Global Warming Potential (GWP) propellants
   c. Meets or exceeds the following performance standards:
      1) ASTM D 412 (Tensile Strength: 250 psi)
      2) ASTM D 1875 (Density: 8.5 lbs./gal.)
      3) ASTM D 2556 (Viscosity: 22,000 - 60,000 cP)
      4) ASTM D 903 (Peel Strength: 17 lb./in.)
      5) ASTM D 816 (Flexibility: Pass at -70°F /-56.7°C)
5. Flashing Ply Adhesive (2) for thermoplastic flashing cap:
   a. KEE-Lock WB Flashing Adhesive by Garland, or equal
   b. Roller grade, water-based, solvent-free acrylic, pressure-sensitive adhesive
   c. Meets or exceeds the following performance standards:
      1) ASTM D 4586 (Non-volatile content: 99.2%).
      2) VOC: <50 g/l
      3) ASTM D 2196, Brookfield viscosity vis T-E spindle (900,000 +/- 100,000 cPs)

2.4 ACCESSORIES:

A. Sealants
   1. KEE-Lock Water Cut-Off Sealant by Garland, or equal.
      a. Adhesive applied at the perimeter of KEE membrane to help prevent any water intrusion where scrim reinforcement is exposed
   2. Tuff-Stuff MS by Garland or equal.
      a. Moisture-curing, single-component, non-sag, urethane sealant containing no solvents. Designed to maintain an effective bond and seal between materials of similar and dissimilar surfaces, porosities, and expansion coefficients including reglets, precast panels, tilt-up walls, metal curtain walls, copings, window and door perimeters, panel bedding, and glazing details.

b. Meets or exceeds the following performance standards:

1) Tensile Strength, ASTM D 412: 225 psi

2) Elongation, ASTM D 412: 450-550%

3) Hardness, Shore A ASTM C 920: 25-35

4) Adhesion-in-Peel, ASTM C 92: 30 pli

3. Seal-Tite Pitch Pocket Sealer by Garland, or equal.

a. Two-part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.

b. Meets or exceeds the following performance standards:

1) ASTM D 2240 (Durometer: 40-50 Shore)

2) ASTM D 412 (Elongation: 250%)

3) ASTM D 412 (Tensile Strength: 200 psi@ 100 mil)

B. Nails and Fasteners

1. Non-ferrous metal or galvanized steel, except for the following:

a. hard copper nails shall be used with copper

b. aluminum or stainless-steel nails shall be used with aluminum

c. stainless-steel nails shall be used with stainless steel

2. Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer.

3. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.

C. Walkway Pads

1. Cool-Sil Yellow Walkway Coating by Garland, or equal.

2. Granular coated, one-component, moisture curing silicone rubber coating system designed to enhance the impact resistance of the roof surface and provide a non-skid walking surface

3. Meets or exceeds the following performance standards:

a. Installed Thickness: 25 mil

b. ASTM D2369 (Solids content: 95% +/-2%)

c. ASTM E96 (Permeability:10.7 perms)

d. ASTM D412 (Elongation: 174%)

e. ASTM D412 (Tensile Strength: 350 psi)

f. ASTM D2240 (Hardness: 37)

g. ASTM D 93: Flash point (141°F /60.6°C)

h. VOC: < 50g/L

4. Shall be installed 4’ in width fully surrounding all maintained equipment

D. Fiberglass Cant Strip: Continuous triangular cross-section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, roof hatches, nailers, surfaces and all other elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. Notify Owner of unsatisfactory conditions of existing roofing elements discovered during examination. Coordinate with owner for replacement or repair of unsatisfactory elements before proceeding to roof installation.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.

1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for tile substrate under the project conditions.

2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.

3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.

4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.

5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.

6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.

7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

B. Wood Deck:

1. Dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.

2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).

3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.

4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.

5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per tile deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.

6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions. Nail in place before applying the base ply.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures is unavoidable, use the following precautions:

1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.

2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll

becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

A. Base Ply: Cut base ply sheets into 18-foot lengths and allow plies to relax before installing. Install base sheet in interply adhesive applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
2. Solidly bond to tile substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across tile roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
6. Install base flashing ply to all perimeter and projection details.
7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Thermoplastic Cap Ply: Allow plies to relax before installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of specified plies. Shingle in proper direction to shed water on each large area of roofing.

1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.

2. All field seams must be clean and dry prior to initiating any field welding. Remove foreign materials from the seams (dirt, oils, etc.) with acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. Do not use denim or synthetic rags for cleaning.
3. Contaminated areas within a membrane seam will inhibit proper welding and will require a membrane patch or strip.
4. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld. The lap or seam area of the membrane may be intermittently tack welded to hold the membrane in place.
5. The back interior edge of tile membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
6. Follow local code requirements for electric supply, grounding and surge protection. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
7. Properly welded seams shall utilize a 1.5-inch-wide nozzle, to create a homogeneous weld, a minimum of 1.5 inches in width.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cants may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking and Nailers: Provide wood blocking and nailers as specified in Section 0610 00.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00. Install in accordance with the SMACNA "Engineerural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o.c. to achieve constant

compression. Provide suitable sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base

1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) o.c. and sealed at top.
5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

H. Flashing Cap Ply:

1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer lo dry lack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and

seams to granular surfaces at all flashings.

8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

I. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Scupper Through Wall:

1. Inspect the nailer to ensure proper attachment and configuration.
2. Run base ply over nailer, into scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
3. Install a scupper box in a 1/4-inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4-inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper and allow to dry.
4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
5. Strip in flange of scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
6. Then install thermoplastic cap field ply run over the base flashing ply in bitumen or foam adhesive.
7. Install a second ply of thermoplastic flashing cap ply heat welded over the thermoplastic cap ply, 9 inches (228 mm) on to the field of the roof.
8. Heat weld a cover strip over all seams.

B. Scupper Through Wall (Overflow):

1. Inspect the nailer to ensure proper attachment and configuration.
2. Run base ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
3. Install scupper box in a 1/4-inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4-inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper and allow to dry.
4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
5. Strip in flange scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
6. Then install thermoplastic cap field ply run over the base flashing ply in bitumen or foam adhesive.
7. Install a second ply of thermoplastic flashing cap ply heat welded over the thermoplastic cap ply, extending 9 inches (228 mm) over the field of the roof.
8. Heat weld a cover strip over all seams.

C. Coping Cap:

1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall and allow to dry.
2. Set cant in bitumen. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to the base field ply and set in bitumen. Nail base flashing ply at 8 inches (203 mm) o.c. on the back side of the parapet wall.
4. Install thermoplastic cap field ply over the base flashing ply using manufacturer recommended adhesive.
5. Install a second ply of thermoplastic flashing cap ply. Heat weld over the thermoplastic cap field ply, extending 9 inches (228 mm) over the field of the roof.
6. Heat weld a cover strip over all seams.
7. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
8. Install new metal coping cap hooked to continuous cleat.
9. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.

D. Expansion Joint:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Chamfer top of curb. Prime vertical curb and allow to dry.
2. Mechanically attach wood cant to expansion joint nailers. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install compressible insulation in neoprene cradle.
4. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
5. Install thermoplastic cap field ply over the base flashing ply using manufacturer recommended adhesive.
6. Install the thermoplastic flashing ply using manufacturer recommended adhesive over the base flashing ply, extending 9 inches (228 mm) over the field of the roof.
7. Install pre-manufactured expansion joint cover. Fasten sides at 12 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.

E. Area Divider:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical curb at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to the base field ply and set in bitumen.
4. Then install thermoplastic cap field ply run over the base flashing ply using manufacturer recommended adhesive.
5. Install the thermoplastic flashing ply using manufacturer recommended adhesive over the base flashing ply, extending 9 inches (228 mm) over the field of the roof.
6. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers through slotted holes. Furnish all joint cover laps with butyl tape between metal covers.

F. Equipment Support:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical and allow to dry.
2. Set cant in bitumen. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering the curb set in bitumen with 6 inches (152 mm) on to the base field ply and set in bitumen.
4. Then install thermoplastic cap field ply run over the base flashing ply using manufacturer recommended adhesive.
5. Install the thermoplastic flashing ply using manufacturer recommended adhesive over the base flashing ply, extending 9 inches (228 mm) over the field of the roof.
6. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
7. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

G. Pre-manufactured Curb for Equipment Support:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical and allow to dry.
2. Run all base field plies over the pre-manufactured cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering the pre-manufactured curb set in bitumen with 6 inches (152 mm) on to the base field ply and set in bitumen.

4. Then install thermoplastic cap field ply run over the base flashing ply using manufacturer recommended adhesive.
5. Install the thermoplastic flashing ply using manufacturer recommended adhesive over the base flashing ply, extending 9 inches (228 mm) over the field of the roof.
6. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
7. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

H. Exhaust Fan:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical and allow to dry.
2. Set cant in bitumen. Run all base field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to the base field ply and set in bitumen.
4. Then install thermoplastic cap field ply run over the base flashing ply using manufacturer recommended adhesive.
5. Install the thermoplastic flashing ply using manufacturer recommended adhesive over the base flashing ply, extending 9 inches (228 mm) over the field of the roof.
6. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

I. Roof Drain:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.
3. Run roof system base plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing {30-inch square minimum) in 1/4-inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper and allow to dry.
5. Install base flashing ply (40-inch square minimum) in bitumen.
6. Install thermoplastic cap ply (48-inch square minimum) using manufacturer recommended adhesive.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

J. Plumbing Stack:

1. Minimum stack height is 12 inches (609 mm).
2. Run roof base ply over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4-inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install thermoplastic cap ply using manufacturer recommended adhesive.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.

K. Pitch Pocket:

1. Run all base plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
4. Then install thermoplastic cap field ply run over the base flashing ply using manufacturer recommended adhesive.
5. Install the thermoplastic flashing ply using manufacturer recommended adhesive over the base flashing ply, extending 9 inches (228 mm) over the field of the roof.
6. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
7. Caulk joint between roof system and pitch pocket with elastomeric sealant.

3.6 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.7 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.8 FIELD QUALITY CONTROL

A. Inspection: In addition to the requirements defined in 1.6.E, provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.

1. Warranty shall be issued upon manufacturer's acceptance of the installation.
2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

PART 4 MEASUREMENT AND PAYMENT

4.1 KEE Membrane Roofing System

A. Measurement and Payment for KEE MEMBRANE ROOFING SYSTEM shall be on a lump sum (LS) basis at the price as indicated on the bid form. This shall include all work, labor, materials, equipment, and other resources needed for the complete removal and replacement of the roof, including associated flashing, sleepers, equipment supports, and other roofing accessories to result in a complete product.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Fabricated sheet metal items, including flashings, counterflashing's, gutters, downspouts, and other items indicated in Schedule and as follows:

B. Edge strip and flashing.

C. Counterflashing's for roof accessories, roof mounted equipment, vent stacks and similar items.

D. Gutters, gutter straps, gutter hangers, drop outlets and screens.

E. Sealants for joints within sheet metal fabrications.

1.2 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.

B. Coordinate with related work specified elsewhere:

1. Division 6 Section "Rough Carpentry" for wood blocking and nails.

1.3 REFERENCE

A. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

B. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Wall Underlayment for Ice Dam Protection.

C. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.

D. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Wall Panel Systems by Uniform Static Air Pressure Difference.

E. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Wall Panel Systems.

F. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), International Building Code

G. California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green".

H. Sheet Metal and Air Conditioning Contractors National Association: "Architectural Sheet Metal Manual".

I. ASTM E108 – Standard Test Methods Fire Tests of Wall Coverings.

J. ASTM E1592 Standard Test Method for Structural Performance of Sheet Metal Wall and Siding Systems by Uniform Static Air Pressure Difference.

K. American Society of Civil Engineers (ASCE):

L. ASCE 7-10 Minimum Design Loads for Buildings and Other Structures.

1.4 SUBMITTALS

A. Provide the following to the Owner prior to award of wall work.

1. Written certification from the system manufacturer corporate officer certifying that the applicator is currently approved for installation of the specified system.
2. Descriptive product data including SDS sheets.
3. Sample copy of contractor’s workmanship warranty.
4. Sample copy of specified Manufacturer’s warranty.
5. Sample copy of Manufacturer’s Architectural indemnification Agreement.

B. PRODUCT DATA: Submit brochures containing material samples, SDS, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.

1. Within four (4) weeks of award of contract, submit:
2. Minimum of two (2) samples of each material and descriptive literature.
3. All other data and information to satisfy requirements of manufacturer on warranty needs.
4. A written statement from the materials manufacturer’s corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
5. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
6. Certified copy of ISO 9001 compliance.

C. SHOP DRAWINGS: Indicate size and materials. Show locations and installation procedures. Include details of joints, attachments, fastening patterns, and clearances. Submit 1 electronic original and retain approved copies at the Site.

D. MAINTENANCE PROCEDURES: Upon substantial completion of the project, deliver to Owner three (3) copies of manufacturer's printed instructions regarding care and maintenance of wall.

E. Wind uplift calculation: ANSI SPRI metal edge system manufacturer’s engineering department shall provide an ASCE 7-10 calculation per CBC, Chapter 15. Calculations shall be stamped by a CA licensed structural engineer.

F. Litigation and settlements: provide a notarized statement from a corporate officer stating wall system manufacturer has not settled litigation or paid fines to a public agency in excess of $20 million dollars.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Wall system manufacturer shall have a minimum of 10 years experience in manufacturing wall products in the United States and be ISO 9001 certified.

B. Installer Qualifications: Installer (Wall) shall be specializing in wall application with minimum 5 years experience and who is certified by the system manufacturer as qualified to install manufacturer's wall materials.

C. Regulatory Requirements:

1. System shall be installed in accordance with ASCE-7 wind uplift requirements for geographical location and a 120 MPH 3-second gust wind speed zone with an importance factor of 1.15 based on IBC requirements. Wind-resistance loads listed below have a safety factor of 2.0 incorporated into the calculation.

2. Follow local, state, and federal regulations of safety standards and codes. Refer to applicable building code or International Building Code for wall system installation requirements and limitations.

D. Installer's Field Supervision: Require Installer to maintain a full-time Supervisor/Forman on job site during all phases of work and at any time work is in progress, proper supervision of workmen shall be maintained. A copy of the specification shall be in the possession of the Supervisor/Foremen at all times.

E. It shall be the Contractor's responsibility to respond immediately to correction of wall leakage during construction.

F. Disqualification of Bidders: A bidder can be disqualified by the Architect or Owner for any of the following reasons, but not limited to:

1. The failure to attend the Pre-Bid conference at the time and place so described under Bidding Dates.

2. Incorrect use of the “Proposal” as provided by the Architect/Owner. Any changes in said format shall be accepted by the Architect/Owner only when requested and approved in writing prior to the bid opening. Changes in the Proposal after the opening of the bids will not be accepted.

3. Lack of proficiency as shown by past work or incomplete work under other contracts which, in the judgement of the Architect/Owner might hinder or prevent the prompt completion of additional work if so awarded or any involvement in any legal actions which relate to past or present performance. This includes, but is not limited to lawsuits, court appointed

actions, and/or ongoing litigation.

4. Pre-installation Wall Conference: Approximately 2 weeks before scheduled of commencement of wall system and associated work, meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive wall work, installers of walltop units and other work in the around wall that must precede or follow wall work (including mechanical work if any), Architect/Owner, wall system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:
5. Review foreseeable methods and procedures related to wall work.
6. Tour representative areas of substrates (decks), inspect and discuss condition of substrate, penetrations, and other preparatory work performed by other trades.
7. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
8. Review systems requirements (drawings, specifications, and other contract documents).
9. Review required submittals, both completed and yet to be completed.
10. Review and finalize construction schedule related to work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
11. Review required inspection, testing, certifying, and material usage accounting procedures.
12. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary wall (if not a mandatory requirement).
13. Record (contractor) discussion of conference, including decisions and
14. agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
15. Review notification procedures for weather or non-working days.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store and handle wall sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised

surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

C. Do not leave unused rolled goods exposed overnight or when work is not in progress unless protected from weather and other moisture sources.

D. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

1.7 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the System Manufacturer will provide the following:

1. Keep the Architect informed as to the progress and quality the work as observed.
2. Provide job site inspections minimum three days per week by a full time employee of the manufacturer.
3. Report to the Architect in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.8 PROJECT CONDITIONS

A. Weather Condition Limitations: Do not apply wall membrane during inclement weather or when a 30% chance of precipitation is expected.

B. Do not apply wall insulation or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherpwalled during same day.

D. Proceed with wall work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

1.9 SEQUENCING AND SCHEDULING

A. Sequence installation of modified bituminous sheet wall with related units of work specified in other sections to ensure that wall assemblies, including wall accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.

B. All work must be fully completed on each day. Phased construction will not be accepted.

1.10 WARRANTY

A. Membrane Manufacturer upon completion of installation, and acceptance by the Owner and Architect, the manufacturer will supply to the Owner the Twenty (20) Year finish warranty.

1. Warranty shall cover the calculated wind speed.
2. Sole source warranty for modified bitumen, metal wall, metal wall panels, single ply membrane and penetration flashing material.

B. Contractor will submit a minimum of a 5 year warranty to the membrane manufacturer with a copy directly to Owner.

C. Membrane manufacturer will provide an annual inspection at the annual request of the owner for the life of the warranty.

PART 2 PRODUCTS

2.1 GENERAL

A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

1. Design is based on Garland Co.

B. Provide products as specified. Prime bidding contractors proposing substitutes shall submit all required submittal information under 013324. All bidders will have an opportunity to bid on any substitute system that is approved.

1. Any item or materials submitted as an alternate to the manufacturer specified must comply in all respects as to the quality and performance, including job site investigation of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as an equal is truly equal. Should the contractor choose to submit on the equal basis, he shall assume all risk involved, monetary or otherwise, should the Owner find it unacceptable. The Contractor is warned to obtained prior approval at least ten days prior to bid date of any material not specified. The following must be included for materials submitted for sustitutions: (five copies)
2. Complete data substantiating compliance of proposed substitution with Contract Documents.
3. For products:
    a. Product identification, including manufacturer’s literature and manufacturer’s name and address.
    b. Material Safety Data Sheets providing all pertinent data as to flammability, combustibility, toxicity, etc.
    c. List of at least five (5) local jobs within 50 miles, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names, phone numbers, and a copy of manufacturer’s warranty on each job are required for verification.
    d. Notarized statement from the System Manufacturer, signed by a corporate officer of the Corporation with the Corporate Seal affixed thereto stating in writing that:

1.) All Bidding Documents have been inspected.

2.) The project site has been inspected.

3.) The wall system manufacturer will provide field inspections on a daily basis, on during, and until all construction work is completed and accepted by the Owner. Inspections shall be performed by a full time employee of the manufacturer. These inspections shall be provided to the Owner at no charge.

4.) Furnish the 30 year warranty as stipulated in the Contract Documents.

4. For construction methods:
   a. Detailed description of proposed method.
   b. Drawings illustrating methods.
5. Itemized comparison of proposed substitution with product or method specified.
6. Data related to changes in construction schedule.
7. Relation to separate contracts.

C. In making request for substitution, Bidder / Contractor represents:
1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
2. He will provide the same guarantee for substitution as for product or method specified.
3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
4. He waives all claims for additional cost related to substitution which consequently become apparent.
5. Cost data is complete and includes all related cost under his contract or other contracts which may be affected by the substitution.
6. He will reimburse the Owner for all redesign cost substitute may require.

D. Substitutions will not be considered if:
1. Product or method to be considered does not have a minimum of ten (10) years of successful performance of system applications in the United States.
2. Any discrepancies in the test data, or if the tests or submittals are incomplete.
3. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 2.01.

4. Acceptance will require substantial revision of Contract Documents.

2.2 MATERIALS

A. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.

B. Flash-less Snap-On Fascia Cover and Splice Plate

1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 22 gauge, chemically treated, commercial quality.

C. Finishes

1. Exposed surfaces for coated panels:

a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

b. Color shall be as specified

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill

PROPERTY	TEST METHOD	FLUOROCARBON*
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 O-T NCCA II-19	
Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse	ASTM D2794	no cracking or loss of Impact adhesion
Nominal Thickness	ASTM D1005 Primer	0.2 mils
	Topcoat	0.8 mils
	TOTAL	1.0 mils

2.3 RELATED MATERIALS AND ACCESSORIES

A. Metal Primer: Zinc chromate type.

B. Plastic Cement: ASTM D 4586

C. Sealant:

1. Reglet and general use: TiteBond by IMETCO.

2. Flashless edge metal system: GreenLock Sealant XL structural sealant by Garland or approved equal.

D. Underlayment: R-mer Seal by Garland or approved equal.

E. Fasteners:

1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.

2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation of preformed metal system until substrates have been properly prepared.

1. Determine if work of other trades which penetrates the system.

2. Verify pipes, sleeves, or vents through system are solidly set, reglets are in place, and nailing strips located.

3. Verify system termination, base flashings and gutter flanges are in place, sealed, and secure.

4. Notify Architect in writing if substrates are not suitable for application of panel system.

5. Do not proceed with installation until substrates are acceptable.

B. Structural surfaces: Smooth, even, sound, surface dry 19 percent maximum, clean and free of depressions, waves, or projections before material is applied.

1. Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the preformed metal system. The installed system will follow the contour of the structure and may appear irregular if not corrected.

a. Apply no materials during wet weather or on wet surface.

3.2 INTERFACE WITH OTHER WORK

A. Coordinate with system accessories, miscellaneous sheet metal accessories, piping vents and other items specified in related sections

penetrating metal system work. Avoid conflict or omission in waterproofing systems and provide watertight installation.

3.3 PREPARATION

A. Verify field dimensions prior to ordering materials.

1. Establish straight side and crosswise benchmarks.

2. Check rectangular walls for squareness and straightness. Gable ends may not be straight; set a true line for the gable clips and flashing with stringline.

B. Broom clean wood sheathing prior to installation of system.

C. Coordinate system work with provisions for system drainage, flashing, trim, penetrations, and other adjoining work to assure that the completed system will be free of leaks.

D. Remove protective film from surface of system immediately prior to installation. Strip film carefully, to avoid damage to prefinished surfaces.

E. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by system manufacturer.

F. Where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

3.4 MANUFACTURED SHEET METAL SYSTEMS

A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer’s printed instructions.

B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. refer to Source limitation provision in Part 1.

3.5 SHOP-FABRICATED SHEET METAL

A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

B. Hem exposed edges.

C. Angle bottom edges of exposed vertical surfaces to form drip.

D. Lap corners with adjoining pieces fastened and set in sealant.

E. Form joints for gravel stop fascia system, coping cap with a 3/8” opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.

F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

G. Fabricate minimum 20’ lengths.

3.6 FLASHING MEMBRANE INSTALLATION

A. Edge Metal With Gutter

1. Positions base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install manufacturer's membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install gutter and strapping fastening six (6) inches on center.
3. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.
4. Strip in edge metal with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

3.7 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

3.8 FINAL INSPECTION

A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the Owner upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.9 DEMONSTRATION AND TRAINING

A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:

1. Troubleshooting procedures
2. Notification procedures for reporting leaks or other apparent roofing

problems

3. Maintenance
4. The Owner's obligations for maintaining the warranty in effect and force.

3.10 FIELD QUALITY CONTROL

A. Testing:

1. Re-test until system is shown to be weathertight.

B. Manufacturer Field Services: Provide daily site inspection for a minimum of one (1) hour during active system operations by an experienced, full time employee of the system manufacturer. Submit written reports weekly.

3.11 CLEANING

A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

B. Touch up minor abrasions and exposed fasteners with matching paint provided by panel manufacturer. Remove and replace panels that cannot be satisfactorily touched up.

1. No exposed sealant or visible raw metal.

C. Sweep and remove chips, shavings, and dust from system on a daily basis during installation period. Leave installed work clean, free from grease, finger marks and stains.

D. Upon completion of installation, remove scraps and debris from project site.

3.12 PROTECTION

A. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect system until completion of project.

B. Touch-up, repair, or replace damaged material or accessories before date of Substantial Completion.

PART 4 MEASUREMENT AND PAYMENT

4.1 SHEET METAL FLASHING AND TRIM

A. Work defined in this section shall be incidental to the lump sum price for KEE Membrane Roofing System as indicated on the Bid Form.

END OF SECTION

SECTION 07 72 00
ROOF ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof Curbs
2. Equipment Supports

1.2 ACTION SUBMITTALS

A. Product Data: For each type of roof accessory.

B. Shop Drawings: For roof accessories.

C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within 10 years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 ROOF CURBS

A. Roof Curbs: Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or mechanically fastened and sealed corner joints, stepped integral metal cant raised the thickness of roof insulation, and integrally formed deck-mounting flange at perimeter bottom.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adaptable Air Products.

b. AES Industries, Inc.

c. Greenheck Fan Corporation.

d. Roof Curb Systems.

e. Vent Products Co., Inc.

B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.

C. Material: Zinc-coated (galvanized) steel sheet, 0.052 inch thick.

1. Finish: Baked enamel or powder coat.
2. Color: As selected by Architect from manufacturer's full range.

D. Construction:

1. Curb Profile: Manufacturer's standard compatible with roofing system.
2. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
3. Fabricate curbs to minimum height of 12 inches above roofing surface unless otherwise indicated.
4. Top Surface: Level top of curb, with roof slope accommodated by sloping deck-mounting flange.
5. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
6. Insulation: Factory insulated with 1-1/2-inch-thick glass-fiber board insulation.
7. Liner: Same material as curb, of manufacturer's standard thickness and finish.
8. Nailer: Factory-installed wood nailer along top flange of curb, continuous around curb perimeter.
9. Wind Restraint Straps and Base Flange Attachment: Provide wind restraint straps, welded strap connectors, and base flange attachment to roof structure at perimeter of curb, of size and spacing required to meet wind uplift requirements.
10. Platform Cap: Where portion of roof curb is not covered by equipment, provide weathertight platform cap formed from 3/4-inch thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
11. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as curb.
12. Security Grille: Provide where indicated.
13. Damper Tray: Provide damper tray or shelf with opening 3 inches.

2.2 EQUIPMENT SUPPORTS

A. Equipment Supports: Internally reinforced perimeter metal equipment supports capable of supporting superimposed live and dead loads between structural supports, including equipment loads and other construction indicated on Drawings, spanning between structural supports; capable of meeting performance requirements; with welded corner joints, integral metal cant, and integrally formed structure-mounting flange at bottom.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    a. Adaptable Air Products.
    b. AES Industries, Inc.
    c. Greenheck Fan Corporation.
    d. Lloyd Industries, Inc.
    e. Vent Products Co., Inc.

B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.

C. Material: Zinc-coated (galvanized) steel sheet, 0.052 inch thick.
    1. Finish: Baked enamel or powder coat.
    2. Color: As selected by Architect from manufacturer's full range.

D. Construction:
    1. Curb Profile: Manufacturer's standard compatible with roofing system.
    2. Insulation: Factory insulated with 1-1/2-inch-thick glass-fiber board insulation.
    3. Liner: Same material as equipment support, of manufacturer's standard thickness and finish.
    4. Nailer: Factory-installed continuous wood nailers 3-1/2 inches wide under top flange on side of curb, continuous around support perimeter.
    5. Wind Restraint Straps and Base Flange Attachment: Provide wind restraint straps, welded strap connectors, and base flange attachment to roof structure at perimeter of curb of size and spacing required to meet wind uplift requirements.
    6. Platform Cap: Where portion of equipment support is not covered by equipment, provide weathertight platform cap formed from 3/4-inch thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
    7. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as equipment support.
    8. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
    9. Fabricate equipment supports to minimum height of 12 inches above roofing surface unless otherwise indicated.
    10. Sloping Roofs: Where roof slope exceeds 1:48, fabricate each support with height to accommodate roof slope so that tops of supports are level with each other. Equip supports with water diverters or crickets on sides that obstruct water flow.
    11. Security Grille: Provide where indicated on Drawings.

PART 3 EXECUTION

1.1 INSTALLATION

A. Remove and replace all existing curbs and equipment supports.

B. Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.

1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.

2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.

3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.

4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.

C. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.

2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.

1.2 REPAIR AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780/A 780M.

B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 099113 "Exterior Painting."

C. Clean exposed surfaces according to manufacturer's written instructions.

D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

PART 4 MEASUREMENT AND PAYMENT

4.1 ROOF ACCESSORIES

A. Work defined in this section shall be incidental to the lump sum price for KEE Membrane Roofing System as indicated on the Bid Form, unless otherwise indicated.

4.2 ROOF DRAIN REPLACEMENT

A. Measurement and Payment for ROOF DRAIN REPLACEMENT shall be measured as each (EA), paid on a unit price basis at the price indicated on the bid form. This shall include all work, labor, materials, equipment, and other resources needed for the complete removal and replacement of the roof drain to result in a complete product.

END OF SECTION

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SECTION 221423
STORM DRAINAGE PIPING SPECIALTIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Deck roof drains
2. Catchment Box and Downspout Assembly.

B. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for penetrations of roofs.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

1.3 QUALITY ASSURANCE

A. Provide drainage piping specialties are to bear label, stamp, or other markings of specified testing agency.

PART 2 PRODUCTS

2.1 CAST-IRON ROOF DRAINS:

A. Basis-of-Design Product: Subject to compliance with requirements, or equal:

1. Z100 15” Cast Iron Roof Drain with Extension Assembly by Zurn Industries, LLC
   a. Source Limitations: Obtain cast-iron roof drains from single manufacturer.
   b. Standard: ASME A112.6.4.
   c. Body Material: Dura-Coated Cast iron.
   d. Dimension of Body: Nominal 15-inch diameter.
   e. Dome Material: Cast Iron
   f. Outlet: To match existing
   g. Outlet Type: Contractor Option
   h. Options:
      1) Top-Set deck plate (Z100-66372).
      2) Top-Set adjustable extension assembly (Z100, 18”x18”)

2.2 CATCHMENT BOX AND DOWNSPOUT ASSEMBLY

A. Contractor to manufacture. See Detail 3 and 4, sheet D3 of drawings.

B. Color: Match color of existing parapet wall (tan)

C. Material: 0.040 GA Aluminum

D. Fasten to existing scupper protrusion with coated anticorrosion sheet metal screws

E. Seal all joints using high-performance elastomeric gutter joint sealant

F. Secure to building using color matched aluminum downspout straps every 8’ using anticorrosion masonry screws

PART 3 EXECUTION

3.1 ROOF DRAINS

A. Remove complete existing roof drain assembly as indicated down to the downspout riser hub or within 6” of the roof deck. See Section 07 01 50 Membrane Reroofing Preparation.

B. Install new roof drains in accordance with roof membrane manufacturer's written installation instructions at locations as indicated.

1. Install flashing collar or flange of roof drain to maintain integrity of waterproof membranes where penetrated.
2. Install expansion joints, if indicated, in roof drain outlets.
3. Position roof drains for easy access and maintenance.

3.2 CATCHMENT BOX AND DOWNSPOUT ASSEMBLY

A. Fasten to existing scupper protrusion with coated anticorrosion sheet metal screws

B. Seal all joints using high-performance elastomeric gutter joint sealant

C. Secure to building using color matched aluminum downspout straps every 8’ using anticorrosion masonry screws

D. Install downspout discharge approx. 2” above lower roof deck

3.3 CLEANING

A. Clean piping specialties of dirt and superfluous materials.

3.4 PROTECTION

A. Protect piping specialties during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic and construction work.

B. Place plugs in ends of uncompleted piping at end of each day and when work stops.

PART 4 MEASUREMENT AND PAYMENT

4.1 ROOF DRAIN REPLACEMENT

A. Replacement of roof drains shall be measured and paid on an each (EA) basis at the unit price as indicated on the Bid Form. Payment shall include all equipment, labor, and materials necessary for complete removal and installation of a replacement roof drain.

4.2 CATCHMENT BOX AND DOWNSPOUT ASSEMBLY

A. Catchment box and downspout fabrication and installation shall be measured and paid on an each (EA) basis at the unit price as indicated on the Bid Form. Payment shall include all equipment, labor, and materials necessary for complete removal and installation of the catchment and downspout.

END OF SECTION

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VOLUME 3 – DRAWINGS

COURTHOUSE ROOF - PHASE 2

PROJECT NO. PR001451 CPA/T000628 CFD

KITSAP COUNTY, WASHINGTON

SEPTEMBER 2026

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KitsapCounty

COURTHOUSE ROOF PROJECT - PHASE 2

PROJECT NO. PR001451/T000628

SHEET INDEX

SHEET #	SHEET NAME
GENERAL	
G1	COVER SHEET
G2	ROOF PLAN - NORTH
G3	ROOF PLAN - SOUTH
G4	HVAC REFERENCE MAP
D1	ROOFING DETAILS
D2	ROOFING DETAILS
D3	ROOFING DETAILS
D4	ROOF DRAIN ASSEMBLY DETAIL

PROJECT CONTACTS

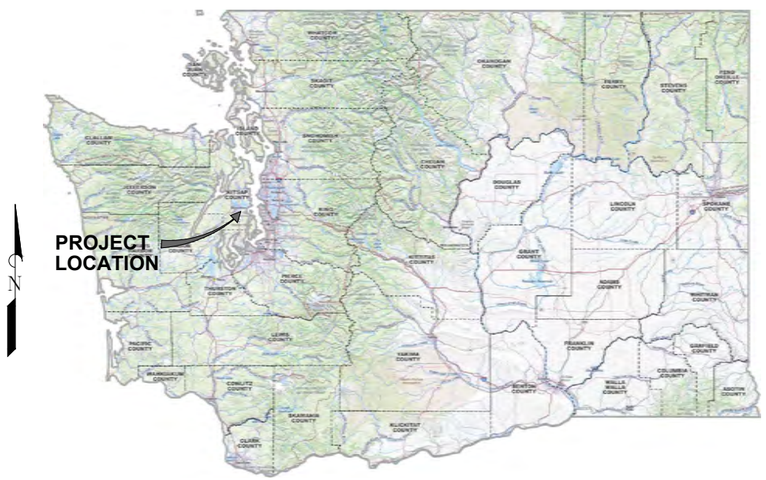
OWNER/PROJECT MANAGER:	KITSAP COUNTY ATTN: TIMOTHY GROSS, PE PHONE: 360-801-8639 EMAIL: TGROSS@KITSAP.GOV
OWNER/CONSTRUCTION MANAGER:	KITSAP COUNTY ATTN: JULIE HARMON PHONE:360-307-4310 EMAIL: JHARMON@KITSAP.GOV
OWNER/FACILITIES MAINTENANCE SUPERVISOR:	KITSAP COUNTY ATTN: DYLAN DIEHL PHONE: 360-328-3089 EMAIL: DDIEHL@KITSAP.GOV
CONTRACTOR:	TBD
ELECTRICAL PROVIDER:	PUGET SOUND ENERGY (PSE) ATTN: PHONE: 1-888-225-5773 WEBSITE: https://www.pse.com/ P.O. BOX 97034 BELLEVUE, WA 98009-9734
NATURAL GAS PROVIDER:	CASCADE NATURAL GAS ATTN: PHONE: 1-888-522-1130 WEBSITE: https://www.cngc.com/

CODE/DESIGN CRITERIA

Property Address:	Kitsap County Courthouse 614 Division Street Port Orchard, WA 98366		
Primary section, Washington State Building Code - 2021 (WSBC):	Section 15 - Roof Assemblies and Rooftop Structure		
Primary section, Washington State Commercial Energy Code, 2018 (WSCEC):	Section C402 - Building Envelope Requirements		
Construction Classification:	Section 602.3 (WSBC)	III	
Occupancy Classification:	Section 303.4 and 304.1 (WSBC)	A3 and B	
Fire-Resistance Rating Category:	Table 601, Roof construction and associated secondary structural members (WSBC)	1	hr
Climate Zone	Table C301.1 (WSCEC)	4C	
Roof insulation minimum R value:	Table C402.1.3, (WSCEC)	R-38ci	
Roof insulation maximum U value:	Table C402.1.4, (WSCES)	U-0.027	
Roof Covering Fire Classification:		B	
Risk Catergory:		IV	
D	**Dead Loads**		
	Ice Thickness	1.5	in
D_i	Weight of ice in accordance with Chapter 10 of ASCE 7 (56lb/ft^3)	7	lbs/sf
p_g	Snow Load	104	lbs/sf
R	Rain Load (assuming 3" ponding)	15.6	lbs/sf
	Ex. fixed service equipment and new construction material loads by Contractor		
L	**Live Loads**		
L_0	Roof surfaces subject to maintenance workers, Table 1607.1 (Section 1607.15.2)	300	lbs/sf
V	Wind Speed	108	mph
Wind Exposure Category	ASCE 7	B	

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL STATE OF WASHINGTON UTILITY NOTIFICATION AND LOCATION LAWS AND REQUIREMENTS. CONTACT '811' FOR UTILITY LOCATES 48 HOURS PRIOR TO ANY EXCAVATION. (1-800-424-5555)
2. OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS MAY NOT BE SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST IN THE PROJECT AREA.
3. THE LOCATION OF EXISTING UTILITIES AND ROOF STRUCTURES SHOWN ON THESE DRAWINGS ARE APPROXIMATE ONLY AND BASED ON AS-BUILT DRAWINGS, MEASURED LOCATIONS AND OTHER INFORMATION.
4. PROPERTY AND RIGHT OF WAY LINES SHOWN IN THIS PLAN SET ARE APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL OBTAIN TEMPORARY CONSTRUCTION ACCESS OR PERMISSION FROM PRIVATE LAND OWNERS PRIOR TO ENTERING PRIVATE PROPERTY.
5. PERMITS ASSOCIATED WITH THE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. THE GENERAL CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL WORK PERFORMED ON THE SITE, WHETHER BY SUBCONTRACTORS, TENANTS OR OTHERS.
7. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH THE CURRENT EDITION OF THE INTERNATIONAL BUILDING CODE, OREGON STRUCTURAL SPECIALTIES CODE, AND ALL ADDITIONAL STATE AND LOCAL CODE REQUIREMENTS.
8. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES OR REGULATIONS.
9. WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE MANUFACTURER AND CONTRACTOR SHALL VERIFY AND ARE RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) AND CONDITIONS ON THE JOB AND MUST NOTIFY ENGINEER WITH ANY VARIATIONS FROM THESE DRAWINGS.
10. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND PROPER FUNCTION OF THE PLUMBING, MECHANICAL, EQUIPMENT, AND ELECTRICAL SYSTEMS. THE GENERAL CONTRACTOR SHALL NOTIFY ENGINEER WITH ANY PLAN CHANGES REQUIRED FOR THE PROPER DESIGN AND FUNCTION OF THESE SYSTEMS. ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, ACTS OR OMISSIONS OF THE GENERAL CONTRACTOR, SUB-CONTRACTOR OR FAILURE TO CARRY OUT WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS OR CODE REQUIREMENTS.
11. ANY ERROR OR OMISSION DISCOVERED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BY WRITTEN NOTICE BEFORE PROCEEDING WITH WORK. REASONABLE TIME NOT ALLOWED ENGINEER TO CORRECT THE ERROR OR OMISSION SHALL PLACE THE BURDEN OF COST AND LIABILITY FROM SUCH DEFECT UPON THE CONTRACTOR.
12. DO NOT INSTALL MATERIALS OR COMPLETE ASSEMBLIES WHICH MAY HARBOR, CONTAMINATE, OR OTHERWISE BE A SOURCE OF HARMFUL CHEMICALS, OR THAT MAY CAUSE CORROSION, ROT OR DAMAGE TO INHABITANTS, SITE OR OTHER PORTIONS OF THIS OR OTHER BUILDING(S).
13. PROCURE, STORE, INSTALL & FINISH ALL MATERIALS AND ASSEMBLIES IN ACCORDANCE TO MANUFACTURER'fS SPECIFICATIONS, INSTALLATION MANUALS AND OPERATING INSTRUCTIONS. PROVIDE COPIES OF ALL MANUFACTURER'fS SPECIFICATIONS AND INSTALLATION MANUALS TO ENGINEER AND OWNER IN ASSEMBLED PROJECT CLOSE-OUT BINDER.
14. THE SITE AND BUILDINGS HAVE BEEN TESTED AND MAY CONTAIN ASBESTOS MATERIALS. SEE VOLUME IV OF THE CONTRACT DOCUMENTS FOR ASBESTOS TESTING REPORTS. NOTIFY THE ENGINEER IMMEDIATELY IF A HARMFUL SUBSTANCE IS SUSPECTED OR KNOWN TO EXIST. ALL HARMFUL MATERIALS ARE TO BE TESTED FOR AND OR ABATED PER REQUIREMENTS OF LAW BY A LICENSED COMPANY. THE ENGINEER IS NOT RESPONSIBLE FOR UNWARY PRACTICES BY THE CONTRACTOR.



LOCATION MAP



VICINITY MAP

NOT TO SCALE

CALL BEFORE YOU DIG

THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 811 OR (800)-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.

BY:	
DATE:	
REVISIONS	
△	

KitsapCounty
PUBLIC WORKS
CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

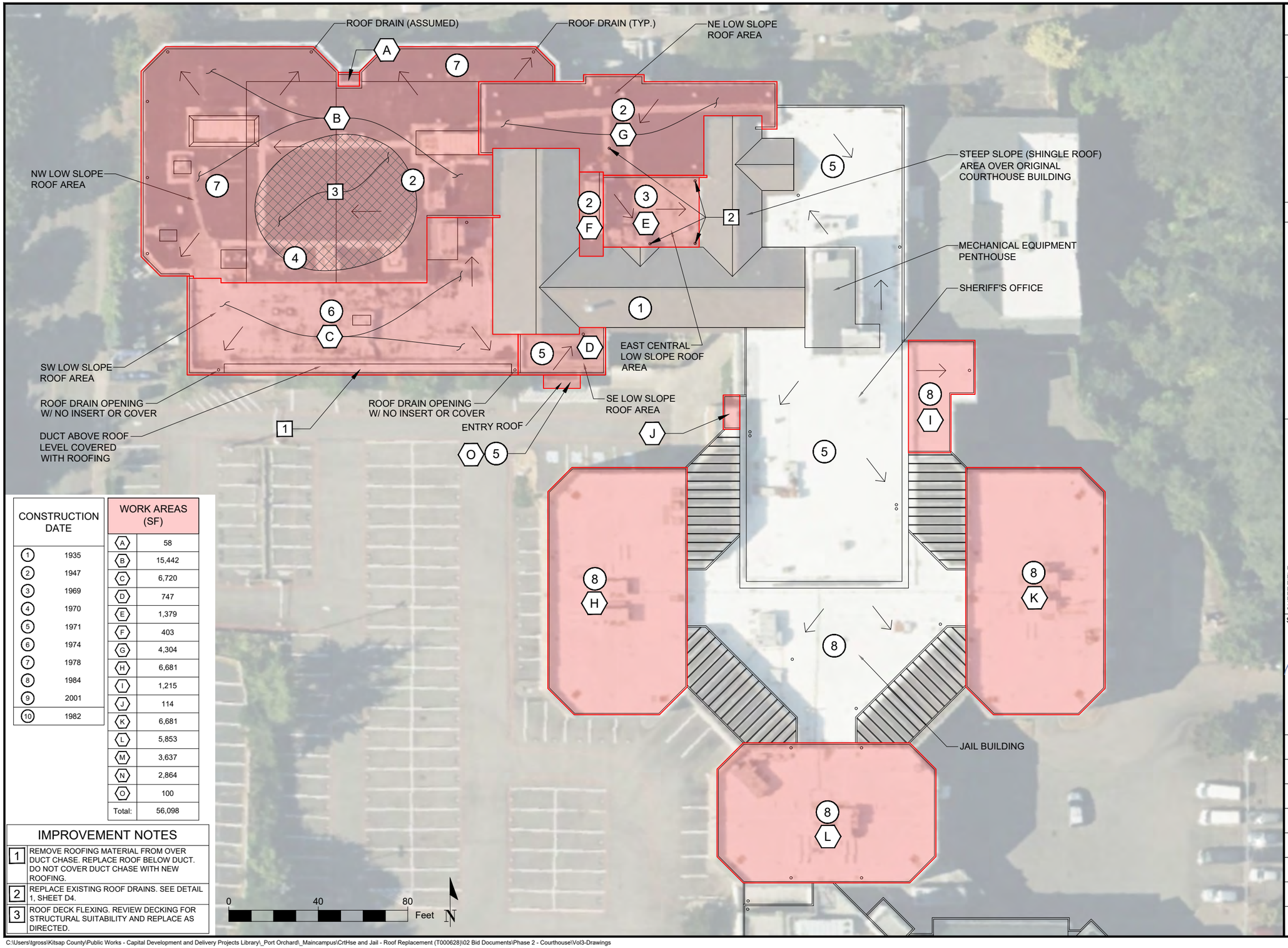
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PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — 20009931 — REGISTERED PROFESSIONAL ENGINEER

DESIGNER:	TEG
DRAWN BY:	TEG
REVIEWED BY:	VALUE
DATE:	JULY 2026
PROJECT NO.:	PR001451/T000628
DRAWING FILE NAME:	Courthouse Roof Map.dwg
DRAWING NO.:	----
SHEET NO.:	G1



CONSTRUCTION DATE	
1	1935
2	1947
3	1969
4	1970
5	1971
6	1974
7	1978
8	1984
9	2001
10	1982

WORK AREAS (SF)	
A	58
B	15,442
C	6,720
D	747
E	1,379
F	403
G	4,304
H	6,681
I	1,215
J	114
K	6,681
L	5,853
M	3,637
N	2,864
O	100
Total:	56,098

IMPROVEMENT NOTES

1	REMOVE ROOFING MATERIAL FROM OVER DUCT CHASE. REPLACE ROOF BELOW DUCT. DO NOT COVER DUCT CHASE WITH NEW ROOFING.
2	REPLACE EXISTING ROOF DRAINS. SEE DETAIL 1, SHEET D4.
3	ROOF DECK FLEXING. REVIEW DECKING FOR STRUCTURAL SUITABILITY AND REPLACE AS DIRECTED.

BY:								
DATE:								
REVISIONS								
△								

KitsapCounty
PUBLIC WORKS
CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

SHEET TITLE: ROOF PLAN - NORTH

PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — 26000 — REGISTERED PROFESSIONAL ENGINEER

DESIGNER:	TEG
DRAWN BY:	TEG
REVIEWED BY:	VALUE
DATE:	JULY 2026
PROJECT NO.:	PR001451/T000628
DRAWING FILE NAME:	Courthouse Roof Map.dwg
DRAWING NO.:	----
SHEET NO.:	G2

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CONSTRUCTION DATE	
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J	114
K	6,681
L	5,853
M	3,637
N	2,864
O	100
Total:	56,098

IMPROVEMENT NOTES	
1	INSTALL COLLECTOR HEAD AND DOWNSPOUT. SEE DETAILS 3 AND 4, SHEET D3
2	INSTALL COLLECTOR HEAD AND DOWNSPOUT. SEE DETAILS 3 AND 4, SHEET D3

REVISIONS	DATE:	BY:

KitsapCounty
PUBLIC WORKS
CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

SHEET TITLE: ROOF PLAN - SOUTH

PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

DESIGNER: TEG

DRAWN BY: TEG

REVIEWED BY: VALUE

DATE: JULY 2026

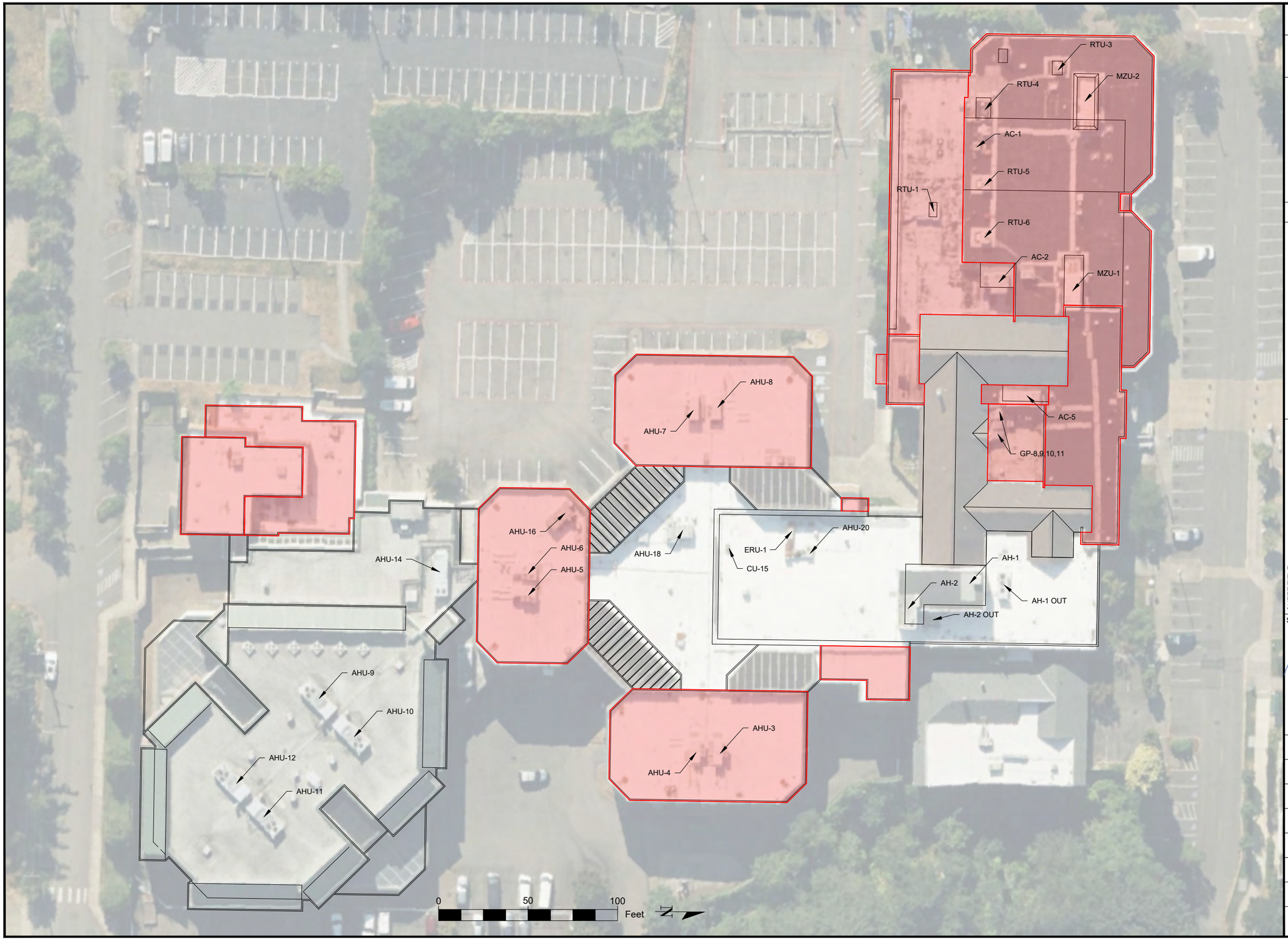
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SHEET NO.: G3

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	BY:							
	DATE:							
△	REVISIONS							

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CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

SHEET TITLE: HVAC REFERENCE MAP

PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — 20009934 — REGISTERED PROFESSIONAL ENGINEER

DESIGNER: TEG

DRAWN BY: TEG

REVIEWED BY: VALUE

DATE: ----

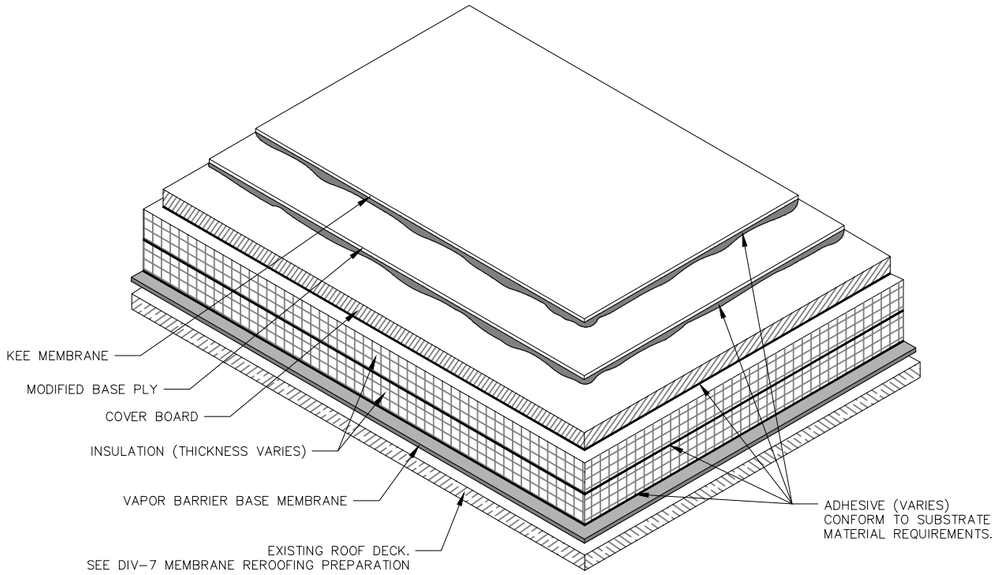
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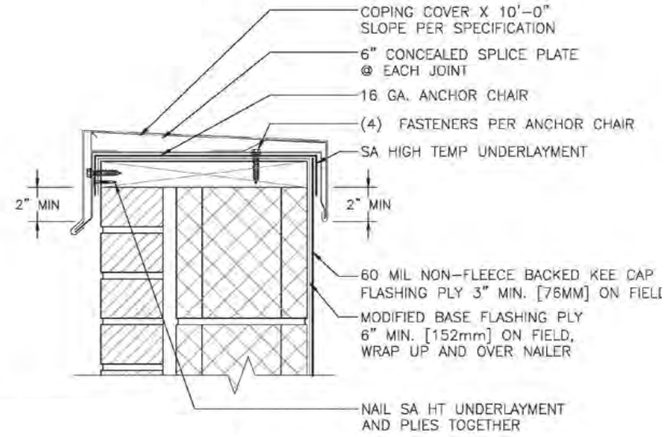
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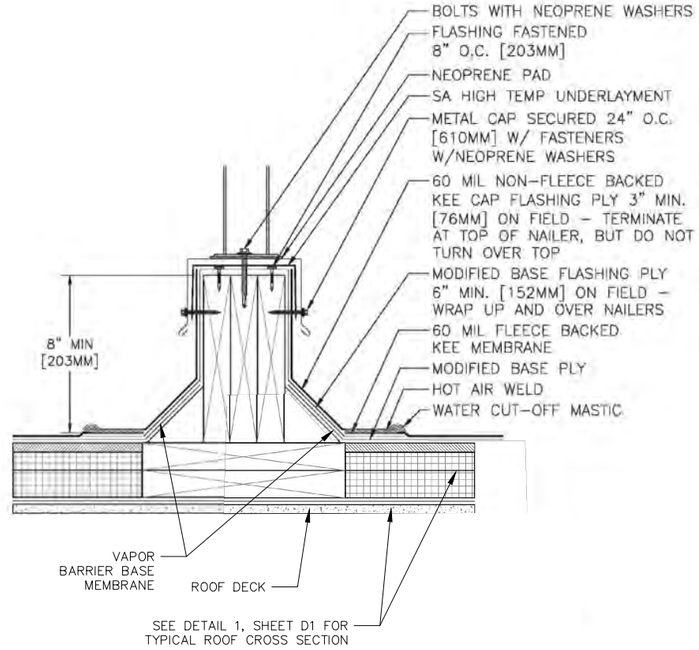
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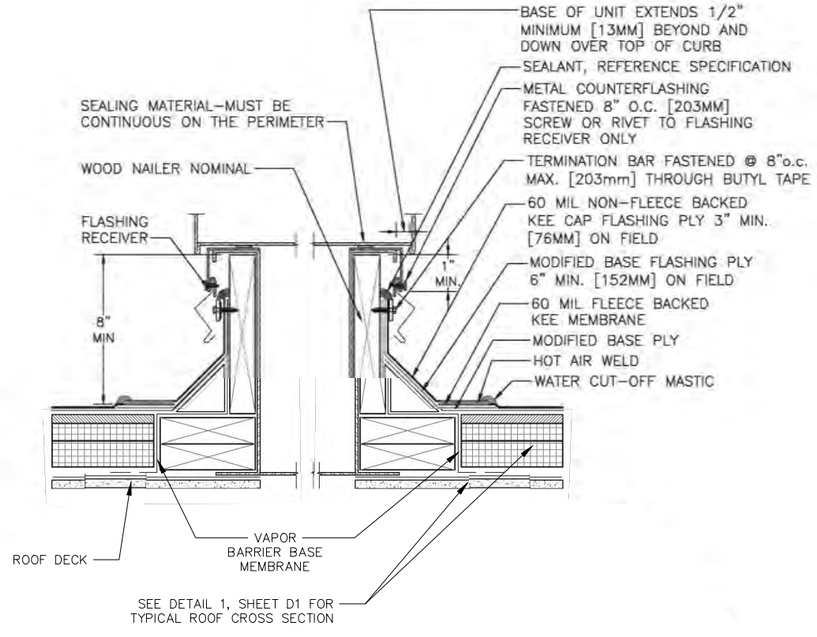
1 / D1 TYPICAL ROOF CROSS SECTION
NTS



2 / D1 MASONRY WALL CAP
NTS



3 / D1 EQUIPMENT SUPPORT
NTS



4 / D1 EQUIPMENT CURB DETAIL
NTS

BY:								
DATE:								
REVISIONS								
△								

KitsapCounty
PUBLIC WORKS
CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

SHEET TITLE: ROOFING DETAILS

PROJECT NAME: COURTHOUSE ROOF
PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS
STATE OF WASHINGTON
26009938
REGISTERED
PROFESSIONAL ENGINEER

DESIGNER: TEG

DRAWN BY: TEG

REVIEWED BY: VALUE

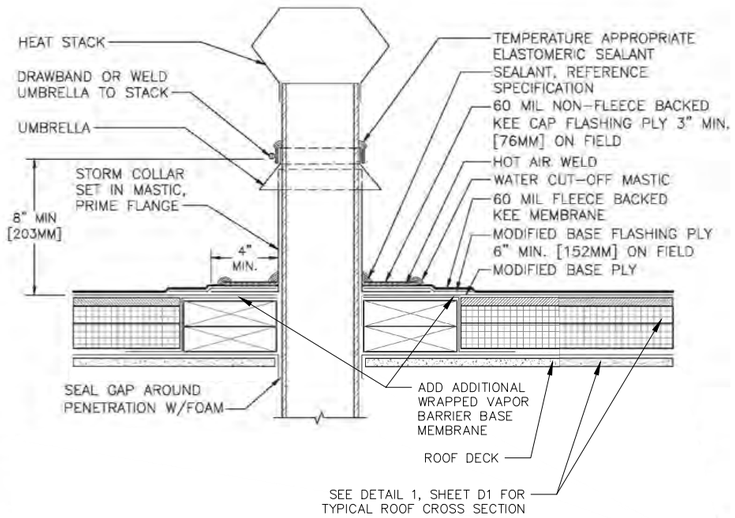
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PROJECT NO.: PR001451/T000628

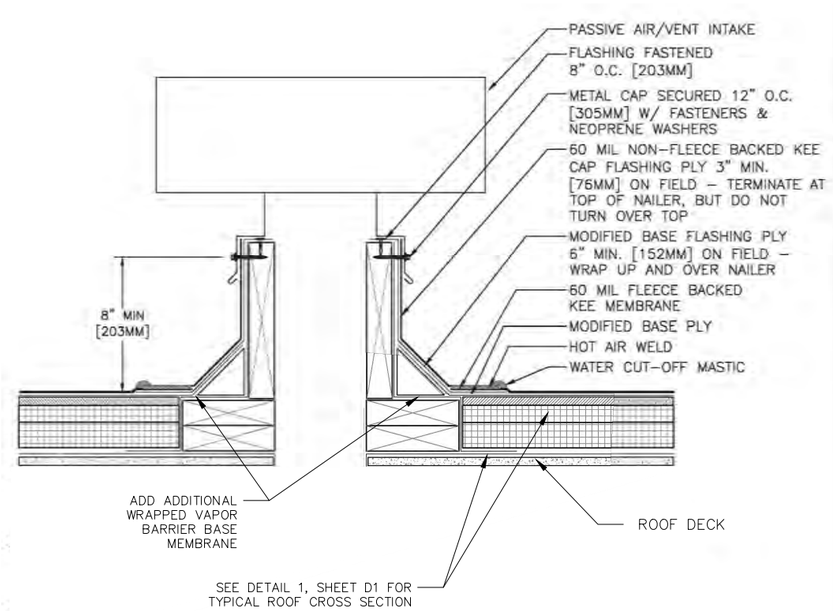
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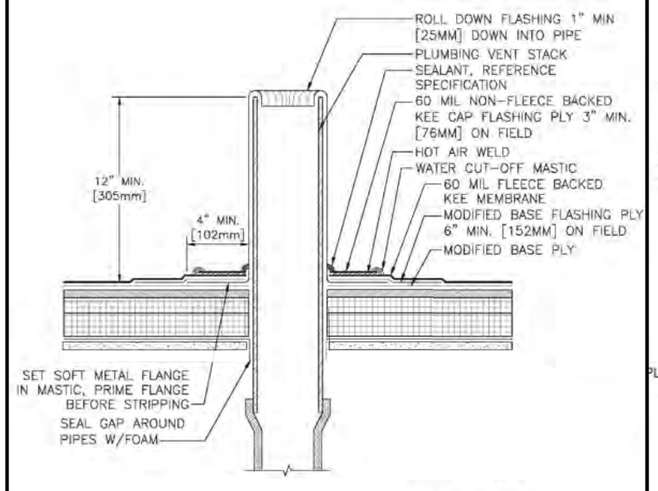
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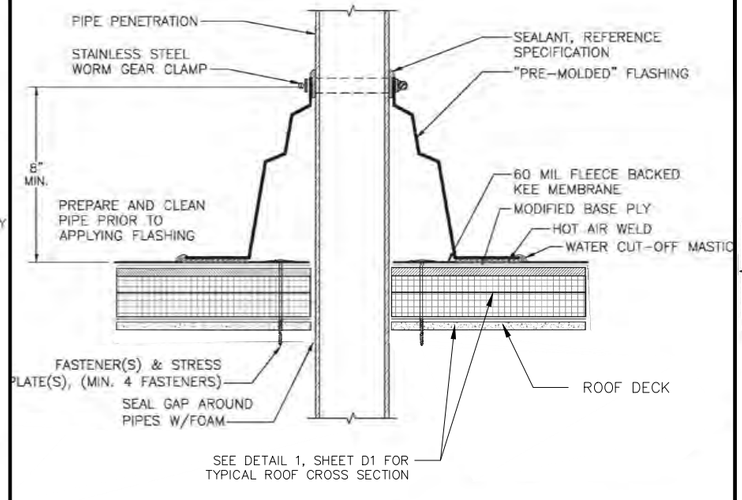
1 / D2 HEAT STACK
NTS



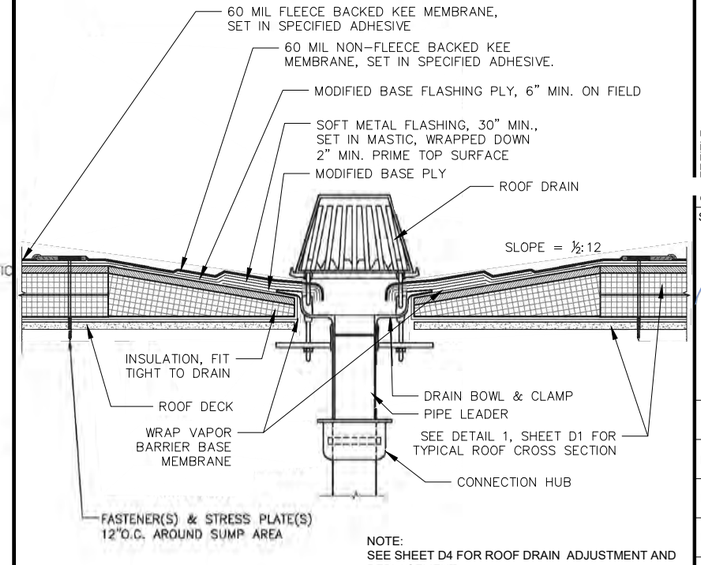
2 / D2 PASSIVE AIR INTAKE
NTS



3 / D2 PLUMBING STACK
NTS



4 / D2 PIPE PENETRATION
NTS



NOTE:
SEE SHEET D4 FOR ROOF DRAIN ADJUSTMENT AND REPLACEMENT

5 / D2 ROOF DRAIN
NTS

	BY:	DATE:	REVISIONS
△			

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Port Orchard, WA 98366

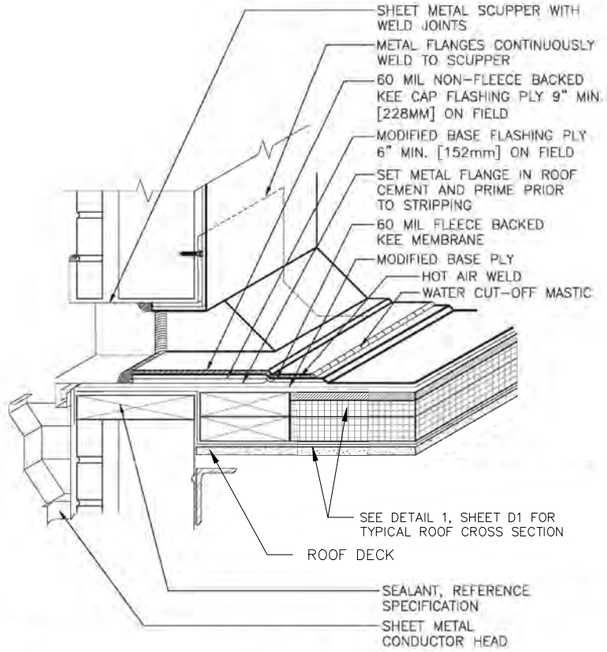
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PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

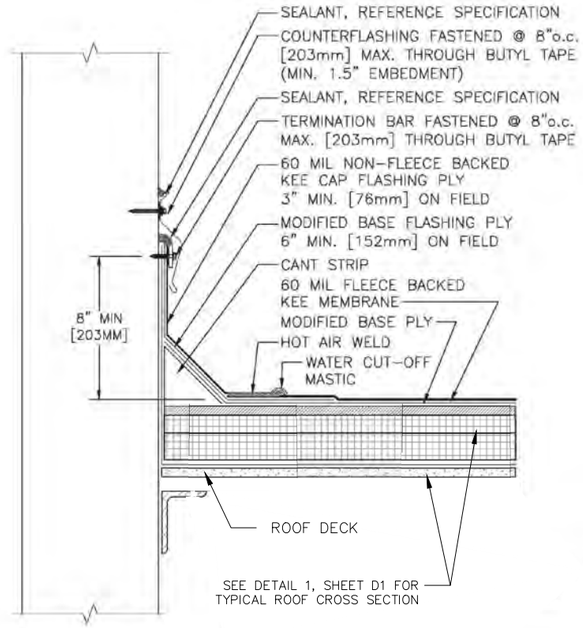
SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — 20009931 — REGISTERED PROFESSIONAL ENGINEER

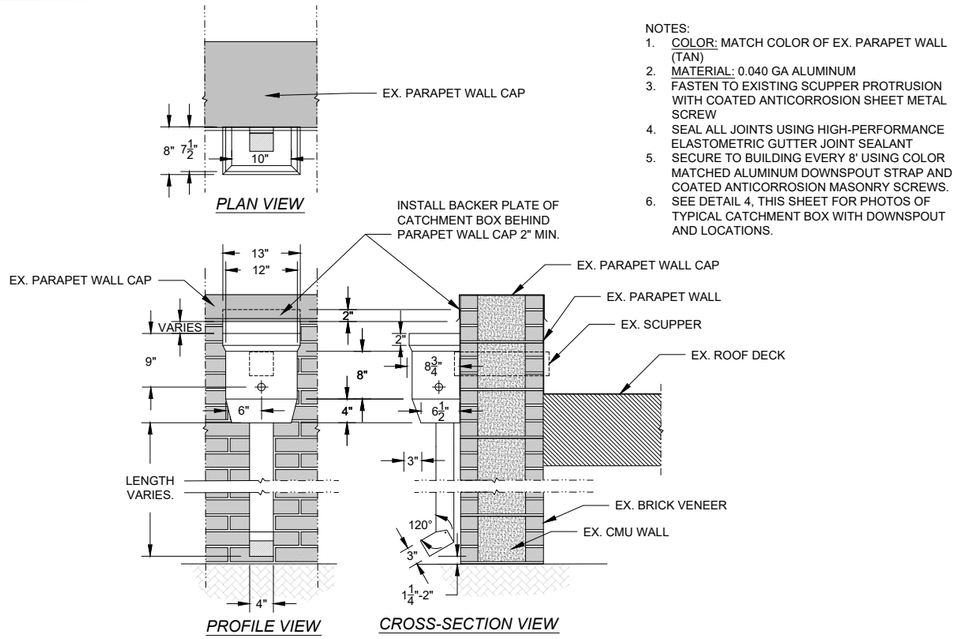
DESIGNER:	TEG
DRAWN BY:	TEG
REVIEWED BY:	VALUE
DATE:	JULY 2026
PROJECT NO.:	PR001451/T000628
DRAWING FILE NAME:	Courthouse Roof Map.dwg
DRAWING NO.:	----
SHEET NO.:	D2



1 / D3 THROUGH-WALL SCUPPER
NTS



2 / D3 WALL FLASHING
NTS



NOTES:
1. COLOR: MATCH COLOR OF EX. PARAPET WALL (TAN)
2. MATERIAL: 0.040 GA ALUMINUM
3. FASTEN TO EXISTING SCUPPER PROTRUSION WITH COATED ANTICORROSION SHEET METAL SCREW
4. SEAL ALL JOINTS USING HIGH-PERFORMANCE ELASTOMETRIC GUTTER JOINT SEALANT
5. SECURE TO BUILDING EVERY 8' USING COLOR MATCHED ALUMINUM DOWNSPOUT STRAP AND COATED ANTICORROSION MASONRY SCREWS.
6. SEE DETAIL 4, THIS SHEET FOR PHOTOS OF TYPICAL CATCHMENT BOX WITH DOWNSPOUT AND LOCATIONS.

3 / D3 CATCHMENT BOX AND DOWNSPOUT DETAIL
1" = 6"



4 / D3 CATCHMENT BOX AND DOWNSPOUT PHOTOS
NTS

REVISIONS	DATE:	BY:
△		

KitsapCounty
PUBLIC WORKS
CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

SHEET TITLE: ROOFING DETAILS

PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — 26001930 — REGISTERED PROFESSIONAL ENGINEER

DESIGNER: TEG

DRAWN BY: TEG

REVIEWED BY: VALUE

DATE: JULY 2026

PROJECT NO.: PR001451/T000628

DRAWING FILE NAME: Courthouse Roof Map.dwg

DRAWING NO.: ----

SHEET NO.: D3

ZURN

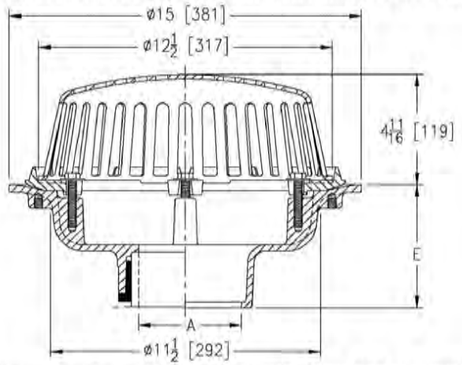
Z100

15 [381] DIAMETER MAIN ROOF DRAIN LOW SILHOUETTE DOME

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In.	Approx. Wt. Lbs. [kg]	Dome Open Area Sq. In. [cm²]
2,3,4 [51,76,102]	26 [12]	103 [665]
5,6 [127,152]	27 [12]	
8 [203]	28 [13]	

ENGINEERING SPECIFICATION: ZURN Z100
15 [381] Diameter roof drain. Dura-Coated cast iron body with combination membrane flashing clamp/gravel guard and low silhouette Poly-Dome.

OPTIONS (Check/specify appropriate options)

PIPE SIZE	(Specify size/type) OUTLET		E BODY HT. DIM.
2 thru 6,8 [51 thru 152,203]	____ IC	Inside Caulk	5 1/4 [133]
2 thru 6,8 [51 thru 152,203]	____ IP	Threaded	3 3/4 [95]
2 thru 6,8 [51 thru 152,203]	____ NH	No-Hub	5 1/4 [133]
2,3,4 [51,76,102]	✓ NL	Neo-Loc	4 9/16 [116]
6 [152]	____ NL	Neo-Loc	5 7/16 [112]

PREFIXES

- ____ Z D.C.C.I. Body with Poly-Dome*
- ____ ZA D.C.C.I. Body with Aluminum Dome
- ✓ ZC D.C.C.I. Body with Cast Iron Dome
- ____ ZRB D.C.C.I. Body with Plain Bronze Dome

SUFFIXES

- ____ -AC Angular Underdeck Clamp
- ____ -AR Acid Resistant Epoxy Coated
- ____ -AW 3/4 [19] to 4 [102] Adj. Water Level Regulator (Specify Height) (ZC Only)
- ____ -BS Bronze Mesh Screen Over Dome
- ____ -C Underdeck Clamp
- ____ -DE Deck Extension
- ✓ -DP Top-Set® Deck Plate (Replaces both the -C and -R)
- ____ -DR Top-Set® Drain Riser
- ____ -DX Dex-o-tex Flange
- ____ -E Static Extension 1 [25] thru 4 [102] (Specify Ht.)
- ____ -EA Adjustable Extension Assembly 2 1/8 [54] thru 3 1/2 [89]
- ✓ -EB Top-Set® Adjustable Extension Assembly
- ____ -FG Flush Grate (Replaces Dome Strainer)
- ____ -G Galvanized Cast Iron
- ____ -GD Galvanized Cast Iron Dome (ZC Only)
- ____ -HD 6 3/4 [171] High Aluminum Dome Strainer (148 Sq. In. [955 cm²] Open Area) (ZA Only)
- ____ -R Roof Sump Receiver
- ____ -SC Secondary Clamp Collar
- ____ -SS Stainless Steel Mesh Screen Over Dome
- ____ -ST Dome with Solid Top (ZA, ZC & ZRB Only)
- ____ -TC Neo-Loc Test Cap Gasket (2 - 4 [51 - 102] NL Bottom Outlet Only)
- ____ -VP Vandal-Proof Secured Top
- ____ -W2 2 [51] Internal Water Dam
- ____ -W3 3 [76] Internal Water Dam
- ____ -W4 4 [102] Internal Water Dam
- ____ -84 Stainless Steel Perforated Gravel Guard
- ____ -85 Stainless Steel Perforated Extension
- ____ -89 2 [51] High External Water Dam
- ____ -90 90° Threaded Side Outlet Body (2 thru 6 [51 or 152])

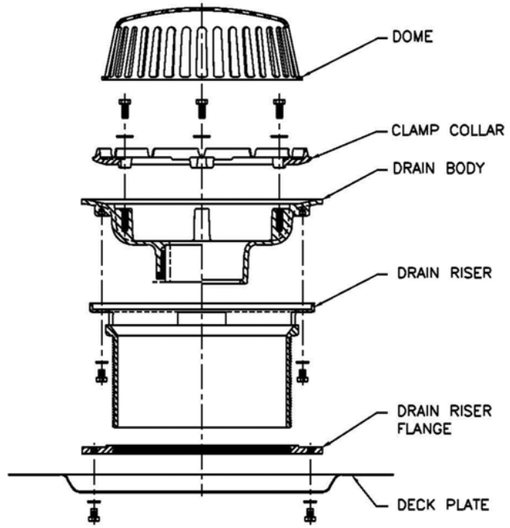
*REGULARLY FURNISHED UNLESS OTHERWISE SPECIFIED

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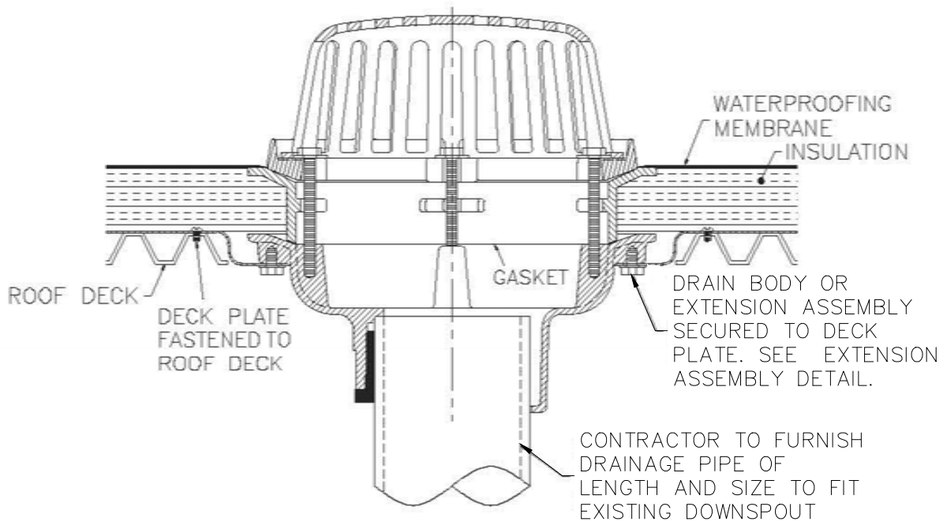
DWG. NO. 59285 PRODUCT NO. Z100

ZURN INDUSTRIES, LLC ♦ SPECIFICATION DRAINAGE OPERATION ♦ 1801 Pittsburgh Ave. ♦ Erie, PA 16514
Phone: 814/455-0921 ♦ Fax: 814/454-7929 ♦ World Wide Web: www.zurn.com
In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905/405-9272 Fax: 905/405-1292

SPECIFICATION SHEET



EXTENSION ASSEMBLY DETAIL



TYPICAL INSTALLATION

1 / D4 ROOF DRAIN ASSEMBLY
NTS

	BY:								
	DATE:								
△	REVISIONS								

KitsapCounty
PUBLIC WORKS
CAPITAL FACILITIES DIVISION
614 Division Street, MS-26
Port Orchard, WA 98366

SHEET TITLE: ROOF DRAIN ASSEMBLY DETAIL

PROJECT NAME: COURTHOUSE ROOF PROJECT - PHASE 2

SEAL

TIMOTHY E. GROSS — STATE OF WASHINGTON — 20009938 — REGISTERED PROFESSIONAL ENGINEER

DESIGNER: TEG

DRAWN BY: TEG

REVIEWED BY: VALUE

DATE: JULY 2026

PROJECT NO.: PR001451/T000628

DRAWING FILE NAME: Courthouse Roof Map.dwg

DRAWING NO.: ----

SHEET NO.: D4

C:\Users\tgross\Kitsap County\Public Works - Capital Development and Delivery Projects Library_Port Orchard_Maincampus\CrtHse and Jail - Roof Replacement (T000628)\02 Bid Documents\Phase 2 - Courthouse\Vol3-Drawings

VOLUME 4 –
ADDITIONAL INFORMATION

COURTHOUSE ROOF - PHASE 2

PROJECT NO. PR001451 CPA/T000628 CFD

KITSAP COUNTY, WASHINGTON

SEPTEMBER 2026

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KITSAP COUNTY COURTHOUSE ROOF – PROJECT DEVELOPMENT STUDY

PORT ORCHARD, WASHINGTON

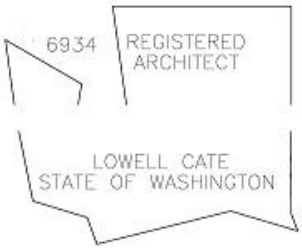
DRAFT

FOR:
KITSAP COUNTY

14 FEBRUARY 2025

HELIX PROJECT NUMBER
2240012710

ASSESSMENT REPORT



PROJECT MANUAL

PARTICIPANTS

KITSAP COUNTY COURTHOUSE ROOF – PROJECT DEVELOPMENT STUDY
PORT ORCHARD, WA.

OWNER

Kitsap County Facilities Maintenance
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Raven Imus, Program Coordinator
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KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY
PORT ORCHARD, WA.

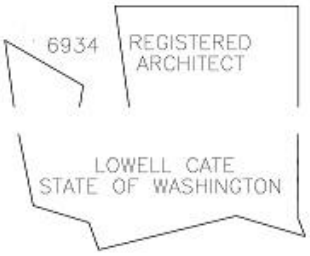


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Number Title

OVERLEAF
PARTICIPANTS LIST
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Helix design group
A DIVISION OF SHIVE-HATTERY

KITSAP COUNTY COURTHOUSE ROOF – PROJECT DEVELOPMENT STUDY
Prepared by Helix Design Group, a Division of Shive-Hattery
for Kitsap County Facilities Maintenance
February 3, 2025

ROOF CONDITION SURVEY AND REPORT OF FINDINGS AND RECOMMENDATIONS

I. GENERAL APPROACH

Given the complexity of this project and its many unknowns, we propose to initially perform a thorough study of the existing conditions and develop options for repairs and replacements, with budget costs.

The purposed of the study include:

- Kick-off meeting with County staff to review and discuss study approach and strategy. Identify needed County support.
- Review existing information (work with County staff to locate existing drawings and other project-specific information in County archives).
- Conduct site investigations to review and record existing conditions and issues; min. 2 days. Take photos. (Architecture; roofing specialist; M/E/P engineers; structural engineers; hazardous materials consultant).
- Review field data and develop alternatives for roofing repairs and/or replacements, working with roofing specialist.
- Review of structural systems impacted by roofing repairs and provide recommendations for structural repairs and upgrades if needed.
- Review of M/E/P systems impacted by roofing repairs and provide recommendations for equipment replacement.
- Identify and specify hazardous material issues and abatements.
- Develop budget level (ROM) costs for various options.
- Prepare sketches and narratives with photos and costs, showing possible repair/replacement alternatives.
- Note special conditions that may affect construction activities and schedules, including off-hours work, etc.
- Prepare report with recommended course(s) of action and associated budget costs. Review with County and update as necessary.

Upon the County's selection of preferred option(s), we will prepare a proposal for the development of construction documents, along with bidding and construction support project phases.

II. EXISTING CONSTRUCTION

The roof areas include the original courthouse building constructed in approximately 1932 with additions; the adjacent sheriff's office, constructed in about 1971; the correctional facility constructed in approximately in 1984 with a large addition in about 2002 including the Work release center, which are all connected together and have a total roof area of roughly 125,000 square feet. There is also a former residence which has been attached to the building as well at the NE corner, which has undergone re-roofing recently. There is a seismic expansion joint between the 1984 and 2002 jail facilities, rooftop mechanical systems in need of repair and proper flashing, internal roof drains and gutters, and numerous different roof coverings, transitions and conditions that have been contributing to roof leaking problems. Roof types include asphalt built-up roof membranes, asphalt composition shingles, modified bitumen asphalt roofing (mineral cap sheet), TPO membrane roofing (installed over modified bitumen roofing), metal roofing and a number of roof areas that have been repaired to stop leaks with a fluid-applied roof coating.

III. ROOF CONDITION ASSESSMENT

On August 7, 2024, the project team visited the site with Dylan Diehl, M&O Facilities Supervisor. We were informed that the Courthouse Roof would be the focus of the roof study and our field investigations that day. A drawing of the roof area that was investigated is attached in Appendix A.

Samples were taken of the roof assembly down to the structural deck in various locations for determining composition of roof and submittal for laboratory analysis for the presence of asbestos. Results of the hazardous material survey are included in Appendix E. We were unable to enter the attic area that was labeled as an asbestos hazard, and will need to complete sampling of that area at another time.

The structural engineer was able to view some of the roof structure through some access hatches for mechanical equipment, see Appendix C. We were unable to access areas above the ceiling and below the roof deck inside the Courthouse, and would like to conduct further investigation. Anecdotally, the team was told that ponding water and significant leakage had been experienced in the past, but was unable to examine the roof structure below to evaluate the extent of any water damage, particularly if dry rot was present.

The roof areas surveyed consisted for the most part of asphalt built-up roofing on a number of low-slope roof areas, above several additions to the original building, and steep slope asphalt composition roofing above the original courthouse building. The roofing in general is well past its expected lifespan, and has been patched with new shingles and fluid-applied roof membrane in numerous areas, in an effort to repair and prevent leaking. The report of the roofing consultant, Wetherholt & Associated, is contained in Appendix D.

There are many problem areas on the roof that are further illustrated by the Photos included in Appendix B. The roofs generally lack any secondary roof drainage capability in case any of the internal roof drains become plugged. One of these roof areas is in a low spot in the center of the roof that does not drain if the drains are plugged or overwhelmed by heavy rainfall. Mechanical equipment including ductwork has been located in areas that are difficult to flash and maintain. Roofing has been installed over some ductwork on the roof that does not follow standard recommended practice.

IV. RECOMMENDATIONS

- A complete tear-off of the current roof coverings and insulation should be done, and replacement with a new roof membrane and insulation to meet current energy code requirements. This will allow inspection of the existing wood or plywood roof deck to determine if any dryrot is present and roof deck replacement is necessary.
    - Much of the existing low slope roof areas contain layers of asphaltic membrane roofing that contains asbestos and should be abated.
- Where feasible, it is recommended that roof drainage be accomplished by means of through wall scuppers and overflow scuppers or external gutters and downspouts, in lieu of internal drains, which may have deteriorated inside concealed locations in walls. Historical preservation requirements can be addressed as needed.
    - Where the use of external drains and downspouts is not feasible, secondary drains need to be provided, which would necessitate routing of secondary drains inside walls and daylighting on the exterior of the building. Interior work will add to construction cost and scheduling of work in the occupied building will need to be evaluated.
- Where the low area of roof in the center of the building is located, the area should be over-framed and the mechanical equipment raised as necessary to provide positive drainage. Low slope areas of the roof should be sloped to drains with tapered insulation if needed.
- As noted in the Structural Engineer's letter report in Appendix C, additional drains are needed in some areas a complete overbuild of the existing roof with a sloped roof structure would be one

way to address all the drainage issues on the existing building; however, it would require extensive structural analysis of the existing building.

- Further structural evaluation of the existing roof structure should be performed to ensure that roof meets current code for roof loads, including snow and seismic loads. Structural drawings of the existing roof and/or field investigation to document the size and layout of roof structural members should be performed. It is likely the existing building does not meet current code for seismic performance and would require upgrades if the roof structure was to be altered. This could represent a substantial expense and include upgrades to existing walls that might not be feasible.
- An initial attempt to locate drawings of the original building in the Public Works drawing archives was unsuccessful.
- Further investigation of the condition of the roof structure during design would reduce the risk of change orders during re-roofing of the building, if any damaged structure was discovered.

- For economy, durability and maintainability various roofing options can be examined; however, a single ply membrane roof, such as a TPO membrane may be considered for relative ease of installation, durability and economy on the low slope roof areas. Either a 30-year or better SBS-modified asphalt composition shingle or metal roofing could be considered for steep slope roof areas.
- Mechanical ductwork above the roof should be re-done to be flashed properly and prevent leaking. Exposed, insulated ductwork above the roof can be done; however, it is recommended that the ductwork be relocated to ceiling areas below if possible.
  - Ceiling areas will have to be evaluated for space to accommodate ductwork. Impact of work above ceilings on cost and schedule (to re-do ceilings in occupied areas) will need to be evaluated.
- Much of the mechanical equipment on this portion of the building is old and in need of replacement, which should be considered at the same time as the roof is replaced for the most cost effectiveness and a warrantable roof construction. See further discussion in the mechanical/electrical portion of the report.

Budget costs for the recommended repairs will be presented in Appendix F.

IV. SUMMARY OF CONCLUSIONS

Complete replacement of existing roof coverings, insulation and much of the rooftop equipment is needed, at a cost ranging from $1,500,000 to $2,500,000 depending on options and extent of work included for just the Courthouse Roof alone (roughly 40,000 SF and 1/3 of the roof area of the entire building.

It should be noted that even though the scope of this study was limited to the Courthouse Roof area alone as indicated by the Owner's representatives at the August 7, 2024 walk-through, the roof areas above the Sheriff's office, Jail and Work Release buildings also has issues with leaking and have various areas which have been repaired with fluid-applied roof membrane on top of the existing single ply membrane. It is our recommendation that these roof areas should be examined for more permanent roof repairs as well.

1) From our previous walk-through prior to putting together the proposal, it seemed some leaking problems in these other roof areas were identified, such as the expansion joint between sheriff's office and courthouse, or between the jail and addition, the roof drains in the internal gutters of the jail addition, and the membrane of the work release building, which had extensive areas with the Flex Seal liquid repairs on it.

2) Even though the other roofs look a lot better than the courthouse roof, the roof coverings may be approaching the end of their useful life. Single ply membranes are often only good for 20-25 years. An assessment of the roofs, even if it doesn't lead to repairs at the present time, is

recommended. Likewise, the original jail roof may have been a BUR membrane that was covered by a new single ply system. Taking asbestos samples of these areas (including expansion joint and sealant materials) could reveal asbestos-containing materials and would be needed for any future roof tear-offs or repairs. More permanent repairs or replacement of these roof areas could add costs in the range of $500,000 to $4,000,000.

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MECHANICAL/ELECTRICAL ASSESSMENT BY HULTZ/BHU ENGINEERS, INC.

I. MECHANICAL/ELECTRICAL APPROACH

The improvements discussed in this report are based around the installation of a new roof on the courthouse building. The reroofing of the Kitsap County courthouse building will require the removal and reinstallation of multiple mechanical and electrical items. Below is our assessment of the existing rooftop systems.

II. HVAC

The HVAC systems serving the courthouse consist of multiple rooftop packaged gas heating DX cooling units, Two rooftop condensing units, multiple air handling units with DX cooling and hot water heat, multiple exhaust fans, multiple roof caps, and two flues serving gas fired boilers. The existing equipment appears to match the age of the building revision/addition they were installed under. A portion of the units were replaced during an energy services project in the early 2000's. The newest equipment on the roof appear to be approximately 20 years old. Most of the existing rooftop equipment has visible signs of age.

To allow roof work to take place HVAC equipment may need to be lifted and reinstalled. At location where the existing curb is 12-inches or greater above the roof deck a curb flashing may be used in lieu of lifting the equipment. The existing air handlers and exhaust fans are set on typical rooftop curbs of various heights that are tied into the existing roof. The rooftop condensing units are currently set on wooden sleepers (See Figure 1 and 2). Signs of old age are present on existing roof caps and roof vents, but they appear to be functional (See Figures 4 and 5).

At the date of our visit, it appeared all existing HVAC equipment was operational. Some of the air handling units did not have condensate P-traps (See Figures 3, 6, and 9). Many of these systems have exposed ductwork, sheet metal shrouds, or unistrut supports with visible signs of rust. The refrigerant piping serving the rooftop condensing units has damage to its insulation and a lack of piping supports.

Required HVAC Improvements

- Replace Ductwork:
  - Provide new exposed ductwork on or connected to the rooftop packaged gas heating DX cooling unit (GP-1). The existing ductwork is installed tight to the roof deck with a significant amount of rust (See Figure 3 and 10). New installation will provide more space between the ductwork and rooftop.
  - Replace all other exposed ductwork with new. The ductwork serving other systems has signs of rust and will need to be removed to allow reroofing.
- New Condensate P-traps: Provide new condensate P-traps on all rooftop air handlers.
- Provide new refrigerant piping insulation and adequate supports.

Recommended HVAC Improvements

- Provide roof curbs: Remove the split system condensing units from wooden sleepers and provide new roof curbs that are tied into the new roof.
- New HVAC equipment: Most of the equipment shows signs of aging. The roofing project would be a good time to replace some of the equipment since it is already being removed/reinstalled. We would recommend further investigation to determine which equipment replacements take priority.
- New roof caps and Roof Vents: Replacement of the existing roof caps and roof vents will be needed in the future. It would save cost to replace them now since they will be removed/reinstalled to allow installation of the new roof.

III. PLUMBING

The plumbing systems on the courthouse roof consists of multiple roof drains, plumbing vents though the roof and a solar water heating system. Overall, the roof drains appear to be in fair condition (see

ARCHITECTURE INTERIORS GRAPHICS PLANNING
6021 12th Street East, Suite 201, Tacoma, WA 98424-1308 (253) 922-9037 www.helixdesigngroup.net

Figure 6); further investigation is required to determine if any damage is present. It is worth noting a few roof drains are missing dome strainers. The plumbing vents are in fair condition and may be reused with the new roof. There is one location where a vent will need to be rerouted under the roof (see Figure 7). The solar water heating system has a damaged element (see Figure 8).

Required Plumbing Improvements

- Evaluate roof drains: Once the roof has been removed, evaluate existing drains for any sign of damage below the roof deck.
- Provide "retrofit" roof drains as required: In locations where the roof drains are compromised provide retrofit style roof drains to restore function to damaged roof drains.
- Provide dome strainers: In locations where a retrofit drain is not required and the dome strainer is missing, provide new nickel bronze dome strainer.
- Reroute Plumbing Vent: Relocate existing vent that terminate under the existing packaged rooftop unit AC5. There is an existing plumbing vent that exits the roof under AC5 and has been extended around AC5 (see Figure 7).
- Repair broken solar hot water system: Replace broken element with new.

IV. NATURAL GAS

The existing natural gas piping serving all air handing units has a great deal of rust on all components (see Figure 9). The rust present appears to be superficial. Further testing is needed at joints/fittings to confirm pipe integrity.

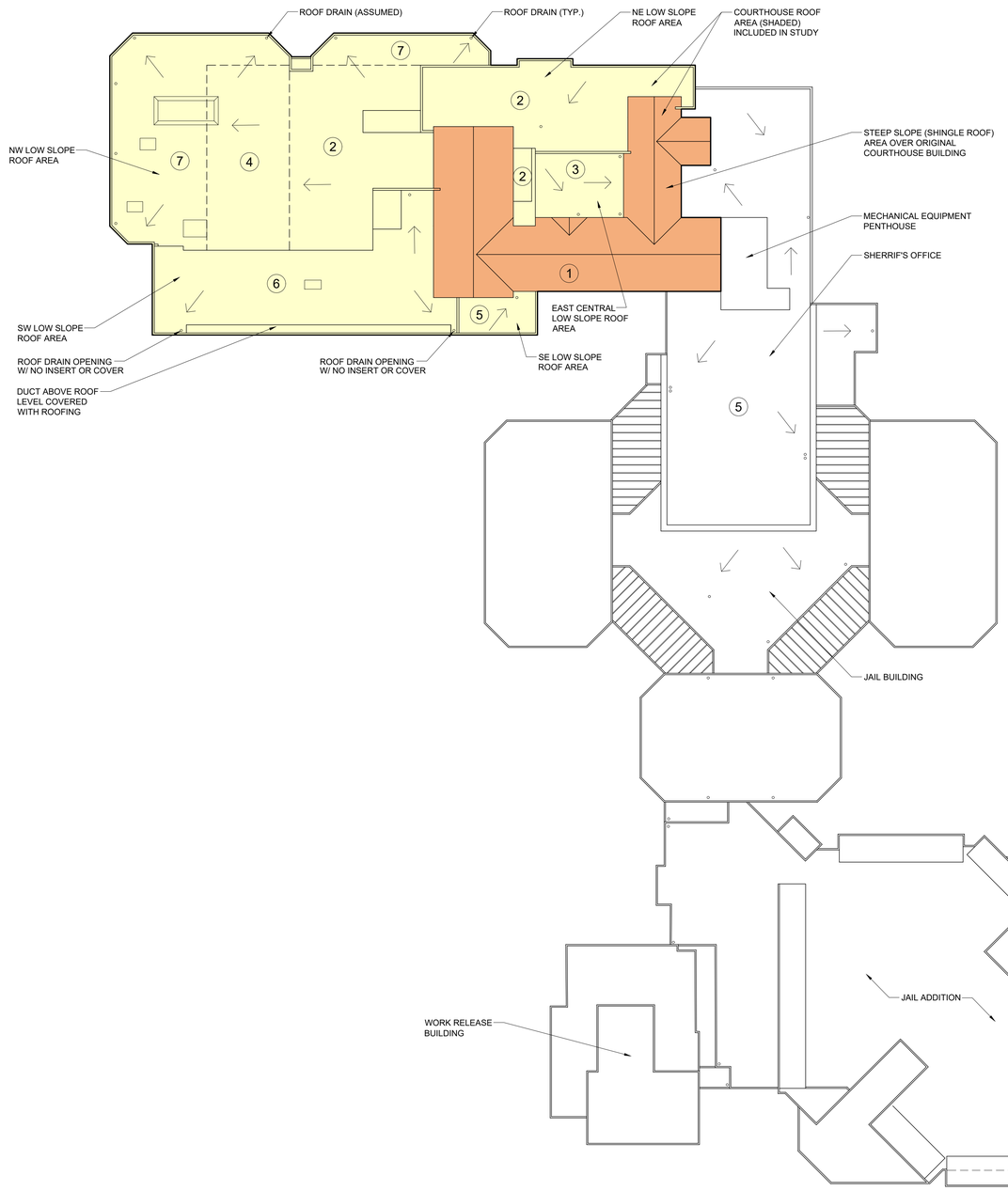
V. ELECTRICAL

The existing rooftop electrical systems consist of power wiring to HVAC equipment, equipment disconnects, controls wiring, communications wiring, communications equipment and various other abandoned systems/wiring (see Figure 6). Some of this wiring is installed in conduit and some is routed un-supported on the roof. In addition, wiring penetrations into the roof in various locations do not lead up to a junction box, but instead just loose wiring sealed into the roof deck.

Recommended Electrical Improvements

- Verify items served by loose wiring. Remove abandoned items and wiring. Relocate active items, re-route wiring neatly in conduit, and provide proper support (see Figure 6).
- Provide adequate roof penetrations with J boxes at all wiring penetrations.
- Replace/aged rusted conduit.
- Replace rusted/aged HVAC disconnects.
- Provide added support for rooftop conduit.

APPENDIX A



LEGEND

1. 1935
2. 1947
3. 1969
4. 1970
5. 1971
6. 1974
7. 1978

NOTES

1. PHASE 7: SECOND FLOOR OVER THE TOP OF PHASE 4, AND PART OF PHASE 2.

ROOF PLAN

1/32" = 1'-0"

NORTH

5' 15' 25'
0' 10' 20'

Helix design group

AMERICAN INSTITUTE OF ARCHITECTS

HELIX DESIGN GROUP, INC

ROOF REPAIR

KITSAP COUNTY DISTRICT COURT

PORT ORCHARD, WASHINGTON

REVISION	DATE

DATE	JOB NO.
02.03.25	a24-072

BID SET

A120

WHITE

DRAWING NO.

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APPENDIX B

VI. FACILITY PHOTOS



Figure 1: VRF Unit



Figure 2: Condensing Unit



Figure 3: CP1



Figure 4: Roof Cap



Figure 5: Roof Vent



Figure 6: Roof Drain



Figure 7: AC5



Figure 8: Solar Water Heating



Figure 9: Existing Gas Piping



Figure 10: CP1

APPENDIX C

PCS Structural Solutions

Seattle | 1011 Western Avenue, Suite 810 | Seattle, WA 98104 | 206.292.5076
Tacoma | 1250 Pacific Avenue, Suite 701 | Tacoma, WA 98402 | 253.383.2797
Portland | 101 SW Main Street, Suite 1602 | Portland, OR 97204 | 503.232.3746
www.pcs-structural.com

December 6, 2024

Helix Design Group
6021 12th St E
Tacoma, WA 98402

ATTN: Lee Davenport

RE: *Kitsap County Courthouse Re-Roof – Site Walk August 7, 2024*

Dear Lee:

As requested, we conducted a site walk of the Kitsap County Courthouse Roof on August 7, 2024; however, at the time of our visit we were unable to get access to observe the roof framing from below. Only a small portion of the structure was visible from the roof. Existing drawings were not available for review at the time of our visit. Our scope includes reviewing the existing conditions and structural elements and determining the required upgrades for the project.

The Kitsap County Courthouse consists of several additions and ages of construction, from 1935 to 1978, with several renovations up to about 2002. There is a combined roof area of approximately 125,000 square feet. Roofing types and construction vary significantly across the building and throughout the life of the building there have been many roof repairs, patches, and maintenance to address roof leaks.

Due to the ages of construction, the vertical and lateral structural systems vary significantly across the building. The systems include areas of wood framing, reinforced masonry, and reinforced concrete, and may also include areas of unreinforced masonry. Concrete construction is pre-cast or cast-in-place, including some locations of pre-stressed concrete.

Most of the structure was not visible from the roof; however, we were able to observe a portion of the gable roof framing at the original 1932 construction. The framing consists of 2x rafters spanning between 4x or 6x ridge beams and sub-purlins. The sub-purlins are supported by purlins, which span parallel to the roof joists. Purlins and ridge beams are supported by periodic bracing and vertical supports, extending to bearing lines below. The Gable end walls may consist of unreinforced masonry.

We were also able to observe a small portion of existing wall construction near the original 1935 building from a mechanical access hatch. The wall construction appears to be unreinforced masonry with wood stud backing. The extent of this construction was not clear from our site walk.

The existing framing and visible walls in these locations appeared to be in good condition and we did not observe significant deflections, differential settlement, or other signs of structural distress.

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Helix Design Group
Lee Davenport
Kitsap County Courthouse Re-Roof – Site Walk August 7, 2024

From discussions on site with the maintenance staff, there may be a concrete lid or other hard lid below the roof framing at the 1935 construction. Furthermore, roof framing in other areas is primarily expected to be either plywood sheathing over solid-sawn or open-web wood framing or plywood over tongue-and-groove decking supported by solid-sawn or glulam wood framing.

The maintenance staff noted that roof leaks had occurred at most of the roof areas, including recent notable roof ponding at the additions north of the original 1935 construction. These items should be addressed to prevent future degradation of the structure. If ponding or significant deflections occur during rain or snow accumulation at the roof, reinforcement of the existing roof framing may also be necessary. Some repair of the existing structure at locations of previous leaks or significant ponding is likely to be required as part of a significant re-roofing project; however, any existing structural degradation was not able to be observed during our site walk.

One proposal to address roof leaks and drainage long term is to provide an over-framing system. This could help address many of the issues observed with the current mix of construction and roofing types, but it will also add vertical load to the roof system and will require analysis of the existing vertical and lateral systems to support the over-framing. In many locations, the roof framing is likely not designed to current code forces and added vertical loads may require reinforcement and retrofit of the vertical structural systems. The lateral systems also are not designed for current seismic loads and detailing and are expected to have multiple seismic deficiencies which will need to be addressed.

Overall, the visible structure appeared to be in adequate condition. From discussions with staff on site, many issues were noted with the current roofing systems. These may necessitate a larger re-roofing project and/or a system of overframing to address drainage and ponding concerns. Whether re-roofing the existing framing or providing a new system of over-framing, it would be beneficial to better document the existing structure and to observe any accessible areas of previous leaks for signs of structural degradation.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

Evan Olszko

Evan Olszko, S.E.
Project Manager

Reviewed by:
Jeff Klein, S.E.
Principal

ESOdls
24-568

Enclosure: Photographs

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KITSAP COUNTY COURTHOUSE
PORT ORCHARD, WASHINGTON
PHOTOGRAPHS



Photo 1. Example roof area – multiple roofing types, construction types, and ages of construction



Photo 2. View of roof framing at original 1935 construction



Photo 3. View of 1935 gable end wall – may consist of unreinforced masonry

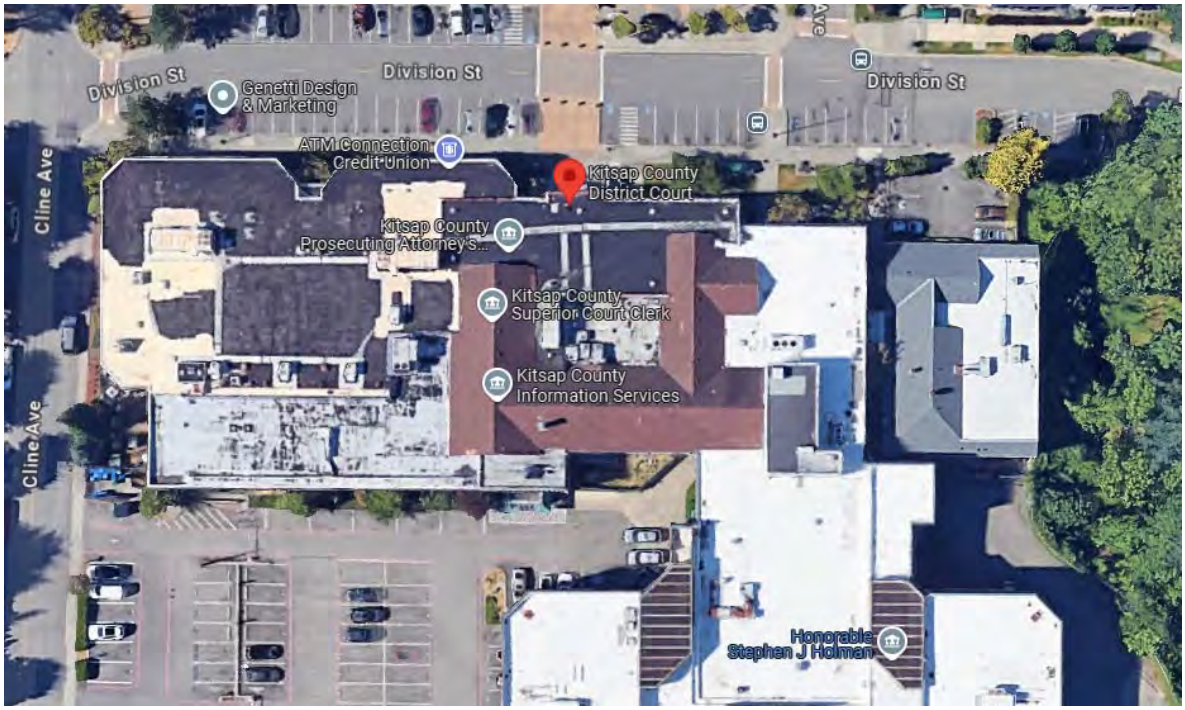


Photo 4. View of wall construction at mechanical access port adjacent to 1935 construction

APPENDIX D

W E T H E R H O L T A N D A S S O C I A T E S , I N C .

KITSAP COUNTY DISTRICT COURT
ROOF EVALUATION
AUGUST 7, 2024



for

Helix Design Group
6021 12th Street East, Suite 201
Tacoma, WA 98424

Attn: Erik Prestegaard

October 22, 2024

2408-02A1

14715 NE 95th Street, Suite 100 • Redmond, WA 98052
Phone: 425-822-8397 • Fax: 425-822-7595

W E T H E R H O L T A N D A S S O C I A T E S , I N C .

October 22, 2024
2408-02A1

Helix Design Group
6021 12th Street East, Suite 201 Phone #: 253 922-9037
Tacoma, WA 98424

Attn: Erik Prestegaard Sent via email: erikp@helixdesigngroup.net

Ref: Kitsap County District Court
614 Division Street
Port Orchard

Greetings,

At the request of Lee Davenport, Helix Design Group, this writer met with Bob Goldstein, Helix Design Group; Anthony Fullerton, Medtox NW, Evan Olszko, PCS Structural; and Justen Cowan, Hultz BHU, on August 7, 2024 to review the roofs at the Kitsap County District Court. McDonald and Wetle was retained to perform test cuts and repairs at the low slope roof areas, Mr. Fullerton retained samples of the low slope roofing, and steep slope system for testing.

Items of Understanding

The Kitsap County District Court building is a multi-story structure with several additions. The original structure is the portion with the steep slope roof which was constructed in 1932. Construction of the Administrative Addition was completed in 1949 and is referred to in the report as the northeast roof area. It is unknown when construction of the other additions occurred.

There are six distinct roof areas referred to below as the Steep Slope roof area, the Central, Northeast, Northwest, Southeast, and Southwest roof areas. The roof system make-up differs at each roof area.



Historic photo of the original courthouse building taken in 1943. Found online.



Historic photo of the Administrative Addition taken in 1949. Found online.

Steep Slope Roof Observations

The steep slope roof is located at the southeast corner of the courthouse and is roughly a U shape. To the east of the steep slope roof is the jail roof and to the north, west, and a portion of the south sides of the steep slope roof, the steep slope roof transitions to the courthouse low slope roofs. It was reported that the steep slope roof is over the original courthouse building. The roof slope is approximately 6:12.

The roof covering consists of 3-tab shingles secured with ¾-inch roofing nails into plywood sheathing over #30 roofing felt. The roofing nails are under sized, and many have backed out leading to displaced shingles and many areas of repairs. Moss growth is present throughout the roof. The mineral granule surfacing is displaced in some areas leaving exposed asphalt.

The steep slope roof slopes from a ridge and drains onto the adjacent roof areas at most areas, at the south side the roof drains into a continuous gutter at the eave edge. Where the roof areas transition slope, valley conditions are flashed with sheet metal liners. Where the roof transitions to the adjacent low slope roof areas without a step, the steep slope roofing laps over the low slope roofing. Where the roof transitions to the adjacent roof areas with a step, there is sheet metal edge flashing lapping over the low slope roof baseflashing. At rake transitions and curbs, there is sheet metal step flashing installed at one per shingle course.

Roof penetrations are flashed with lead or EPDM flashings, and heat stacks are flashed with b-vent flashings. Near the ridge there are exhaust vents spaced approximately every 48-inches, there is no means for intake venting at the downslope edge of the roof. The ridges are capped with ridge cap. Where parapet walls intersect the steep slope roof, saddles are fashioned from low slope roofing where present.

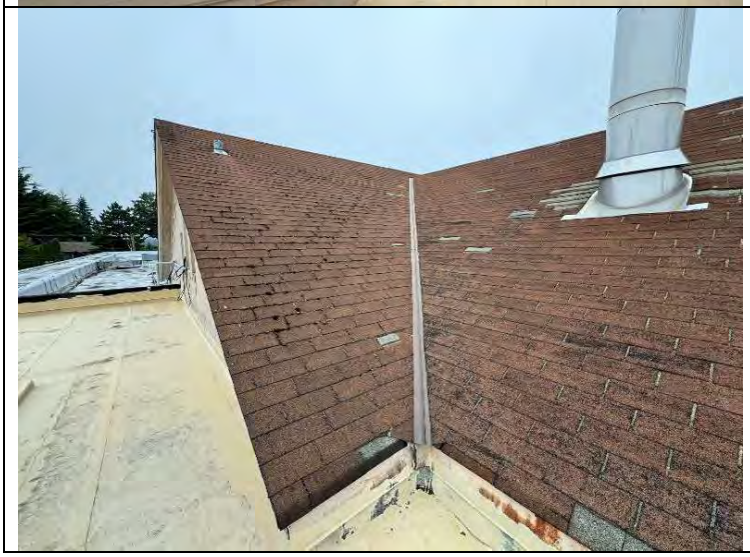
Discussion and Recommendations

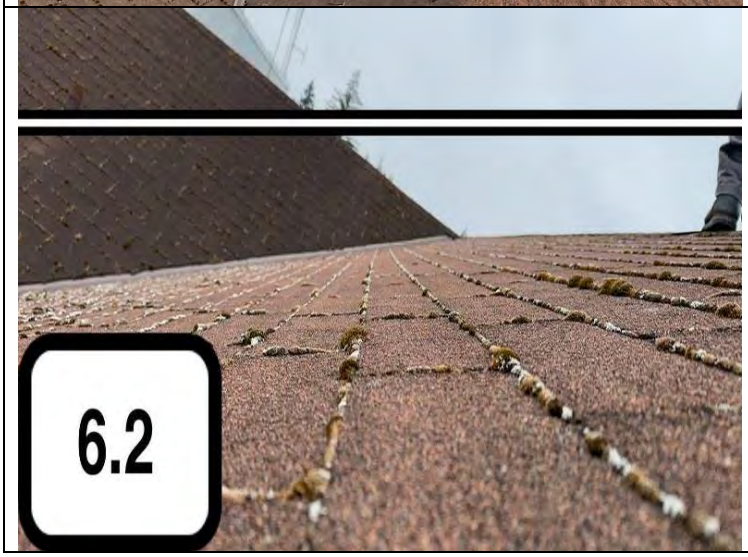
The steep slope roof is past its useful service life and should be removed and replaced as soon as practical. When the roof is replaced, the following options should be considered:

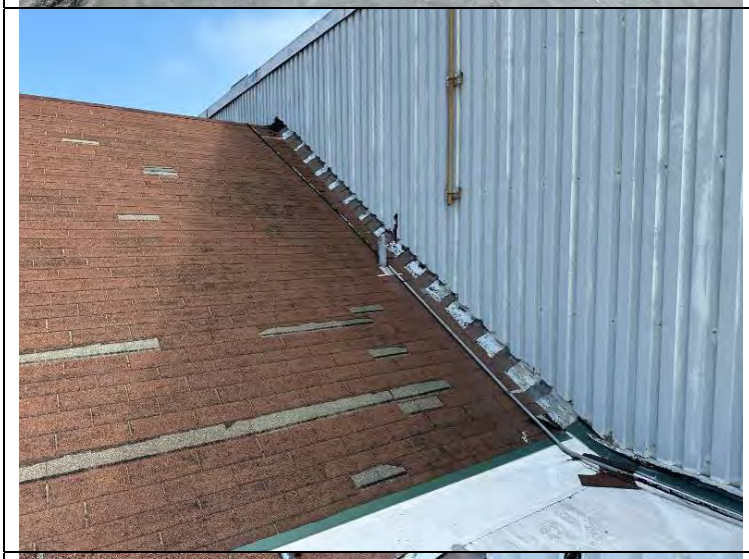
1. Remove and replace deteriorated plywood sheathing with new to match existing.
2. Install new self-adhered underlayment over the entirety of the steep slope roof.
3. Install new synthetic underlayment over the self-adhered underlayment.
4. Remove and replace deteriorated wood fascia with new.
5. Install new eave flashing, rake flashing, and step flashing at transitions.
6. Install new lead penetration flashing and b-vent heat stack flashing.
7. Install new stainless steel saddle flashings at the steep slope to parapet wall transitions. Saddle flashings should be integrated with the self-adhered underlayment in a water shedding manner.
8. Install new low slope to steep slope transition flashing at the transitions.
9. Install new fall protection anchors above locations where the steep slope roof is above a draining edge.
10. Install new intake and exhaust venting to provide proper venting for the roof.
11. Install new modified architectural laminate shingles secured with roofing nails.

	Photograph 1: Overview of the steep slope roof to low slope roof transition at north roof area.
	Photograph 2: Overview of the steep slope to low slope roof at the east side of the roof adjacent to the jail roof. Parapet wall transition has a TPO saddle installed with termination bar at the perimeter. When the steep slope roof is replaced, the saddle should be replaced with a soldered stainless steel saddle.
	Photograph 3: Overview of the steep slope roof looking to the east. Note the missing shingle tabs and areas where shingles have been replaced.

	Photograph 4: Steep slope roof to jail low slope roof transition, and sheet metal lined valley.
	Photograph 5: Typical ridge vents and ridge cap.
	Photograph 6: Overview of the steep slope roof.

	Photograph 7: Displaced shingle tabs, moss growth, and transition to the low slope roof.
	Photograph 8: Overview of the south sloping portion of the steep slope roof. The roof transitions to the low slope roof with a step.
	Photograph 9: Typical valley metal liner. Note the displaced shingle tabs and mineral granule loss.

	Photograph 10: Heat stack penetration flashed with a b-vent flashing.
	Photograph 11: Overview of the steep slope roof.
	Photograph 12: Slope of the roof is approximately 6:12.

	Photograph 13: Overview of the south sloping roof at the jail roof transition. Also shown is the rake wall transition.
	Photograph 14: Closer view of the rake wall transition shown in Photograph 13.
	Photograph 15: View of a typical pipe penetration flashed with a lead and rake wall step flashing.

	Photograph 16: Externally hung gutter at the eave edge.
	Photograph 17: Parapet wall to steep slope roof transition. There does not appear to be a saddle at this transition.
	Photograph 18: Parapet wall to steep slope roof transition with a torch down membrane saddle.

	Photograph 19: Steep slope to low slope transition at the jail roof. Note the displaced shingles.
	Photograph 20: Steep slope to low slope transition at the jail roof. Note the yellowish colored coating over the surface of the TPO.
	Photograph 21: Deteriorated EPDM rubber penetration flashing.

	Photograph 22: Moss growth at the outline of the shingle tabs.
	Photograph 23: Replaced shingles in an area of displaced shingles, and displaced shingle tabs.
	Photograph 24: Typical fall protection anchor.

	Photograph 25: Replaced shingles in an area of displaced shingles.
	Photograph 26: Steep slope to low slope roof transition at a step in the roof.
	Photograph 27: Typical rake edge detail. Note the lack of edge metal and self-adhered underlayment.

	Photograph 28: Exposed nails at the ridge cap.
	Photograph 29: Typical roof vent.
	Photograph 30: Dormer converted to duct chase at the central low slope roof.

Central Roof Observations

The Central roof is bounded by the steep slope roof on the south and east sides, and by a step up to the northeast roof at the north and west sides. At the northeast roof transition there is a dividing wall with standing seam coping at the top. At the sides where the roof transitions to the steep slope roof, the low slope roof turns up the steep slope roof and the shingles lap over.

The roof system appears to consist of the following layers from the deck up, plywood roof deck, nailed basesheet, torch applied APP midply, and a torch applied smooth surfaced APP surfacing ply with a maintenance coating.

The roof is drained via 4 primary cast iron roof drains with no means for overflow. The roof sits below the adjacent roof areas, and if the drains become clogged water will pool on the roof area. There is approximately 3,500 square feet of adjacent steep slope and low slope roof areas that drain onto the Central roof area.

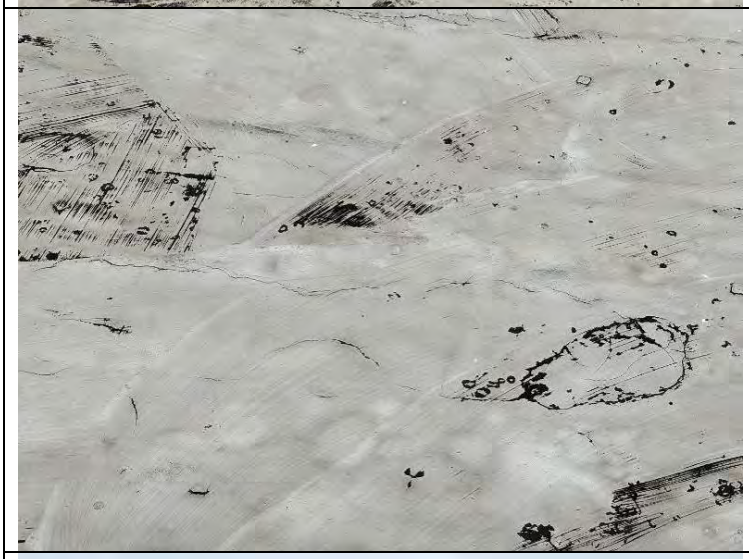
There are four curb mounted HVAC units, a condensing unit set on sleepers, curb mounted mechanical vents, pipe penetrations, heat stacks, and associated service lines some of which penetrate through ganged penetration hoods. At the west wall there are several wall penetrations and service lines secured to the wall. Some of the roof curbs are low and do not meet the industry standard of 8-inches of finished height above the surface of the roof.

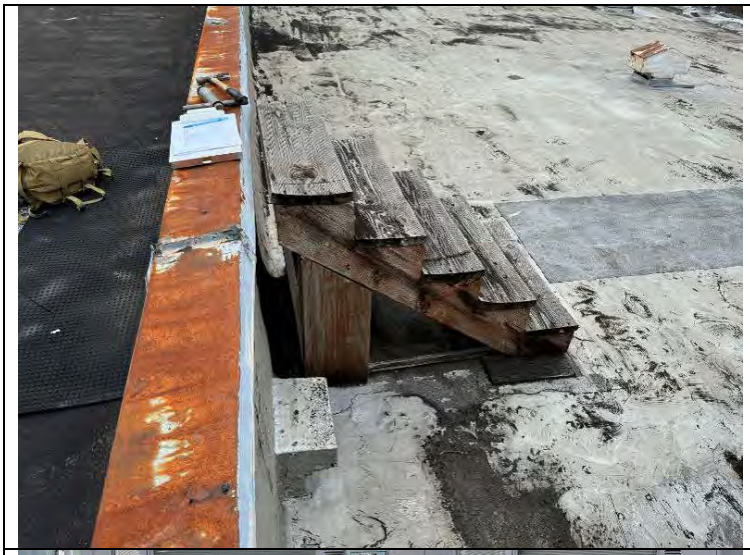
Discussion and Recommendations

The low slope roof is in poor condition and should be replaced as soon as practical. When the roof is replaced, the following items should be considered:

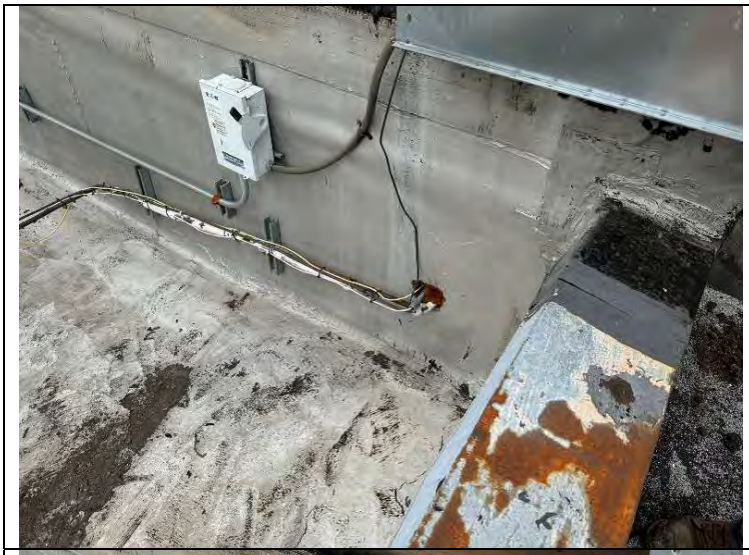
1. Provide overflow provisions.
2. Detail the transitions between the steep slope and low slope roof areas.
3. Replace deteriorated roof access stair with new set over adequate roof protection.
4. Provide slope to drain and cricketing as needed to promote drainage.
5. Add nailers at low roof curbs to provide sufficient height above the finished roof surface.
6. Remove abandoned appurtenances from the roof and infill the decking.
7. Install new standing seam coping metal at the top of the roof perimeter walls.
8. Install PMMA flashing saddles at the wall-to-wall transitions.
9. Install new stainless steel saddle flashings at the steep slope to wall transitions. Saddle flashings should be integrated with the self-adhered underlayment in a water shedding manner.
10. Relocate wall penetrations and service lines from the walls to the roof.
11. Remove and replace deteriorated plywood sheathing with new to match existing.

	Photograph 1: Overview of the Central roof area looking to the northeast.
	Photograph 2: Overview of the Central roof looking to the southwest.
	Photograph 3: Typical cast iron primary roof drain. The drain is set into a framed sump. Note there are no means for overflow if the primary drains become blocked.

	Photograph 4: Overview of the field of the roof, showing the surface of the APP membrane and maintenance coating.
	Photograph 5: Closer view of the surface of the roof.
	Photograph 6: Overview of typical roof appurtenances including roof access stairs, condensing unit supported on sleepers, and curb mounted mechanical units.

	Photograph 7: Closer view of the roof access stairs.
	Photograph 8: Water ponding upslope of the roof curb due to lack of cricketing to divert water. .
	Photograph 9: Low slope to steep slope roof transition. The low slope roof turns up the steep slope area and the shingles lap over. Abandoned ganged penetration hood (arrow), and adjacent curb mounted mechanical vent.

	Photograph 10: Area divider wall with standing seam coping metal at the top of the wall.
	Photograph 11: Closer view of the typical standing seam at the coping metal.
	Photograph 12: Wall to wall transition. The divider wall abuts the adjacent wall. A torch down saddle laps over the coping.

	Photograph 13: Unflashed ganged wall penetrations. The penetrations are not flashed, but have aged spray foam at the wall opening.
	Photograph 14: Service lines, electrical conduit, and unit power switch secured to the wall. Note the attachment points are not sealed.
	Photograph 15: Roof test cut in the field of the roof.

	Photograph 16: Closer view of the roof test cut showing the thickness of the roof system and plywood decking below.
	Photograph 17: Roof drain with ponding water upslope of the drain adjacent to the duct chase and roof curb.
	Photograph 18: Closer view of the area shown in Photograph 16.

	Photograph 19: Through wall scupper from the adjacent northeast roof area.
	Photograph 20: Ganged penetration hood between the steep slope roof, and a roof platform curb.

Northeast Roof Observations

The Northeast roof area is bounded by a parapet wall and area divider wall at the north, an area divider wall, and rising walls at the south, area divider walls at the east and west, and transitions to the steep slope roof at the east and west. The roof transitions to the jail roof at the east, the northwest roof at the west, and a portion of the north, the Steep slope roof at the east and west, and the Central roof at the south.

There appears to be three roofs in place over the plywood decking. The roof systems appear to consist of the following layers from the plywood roof deck up, (roof 1) nailed basesheet, three ply built-up roof adhered in hot asphalt, gravel surfacing in hot asphalt removed prior to placement of roof 2; (roof 2) three ply built-up roof adhered in hot asphalt, maintenance coating; (roof 3) three ply built-up roof adhered in hot asphalt, mineral surfaced capsheet adhered in hot asphalt, and an asphalt emulsion coating.

The roof is drained via a single cast iron primary roof drain, located adjacent to the mechanical platform in the southwest corner of the roof, and a through curb scupper that drains onto the Central roof area. The roof drain has a tributary area of approximately 4,800 square feet, and the through wall scupper has a tributary area of 1,800 square feet which includes a portion of the steep slope roof area.

Roof penetrations include a roof drain, curb mounted mechanical vents, static vents, a large mechanical unit set on a platform and associated service line penetrations, pipe penetrations, heat stacks, and a curb mounted roof hatch.

Discussion and Recommendations

The low slope roofing is in poor condition and should be replaced as soon as practical. There are three roofs in place over the plywood decking which is counter to code. The following items should be considered when the roof is replaced.

1. Provide overflow provisions.
2. Provide additional roof drains.
3. Provide slope to drain, and cricketing as needed to promote drainage.
4. Detail the transitions between the steep slope and low slope roof areas.
5. Add nailers at low roof curbs to provide sufficient height above the finished roof surface.
6. Remove abandoned appurtenances from the roof and infill the decking.
7. Install new standing seam coping metal at the top of the parapet and area divider walls. Slope top of wall toward the roof.
8. Install PMMA flashing saddles at the wall-to-wall transitions.
9. Install new stainless steel saddle flashings at the steep slope to wall transitions. Saddle flashings should be integrated with the self-adhered underlayment in a water shedding manner.
10. Detail the roof to rising wall conditions with fluid applied flashing, or saw cut a reglet into the rising wall and install sheet metal counterflashing.
11. Remove and replace deteriorated plywood sheathing with new to match existing.



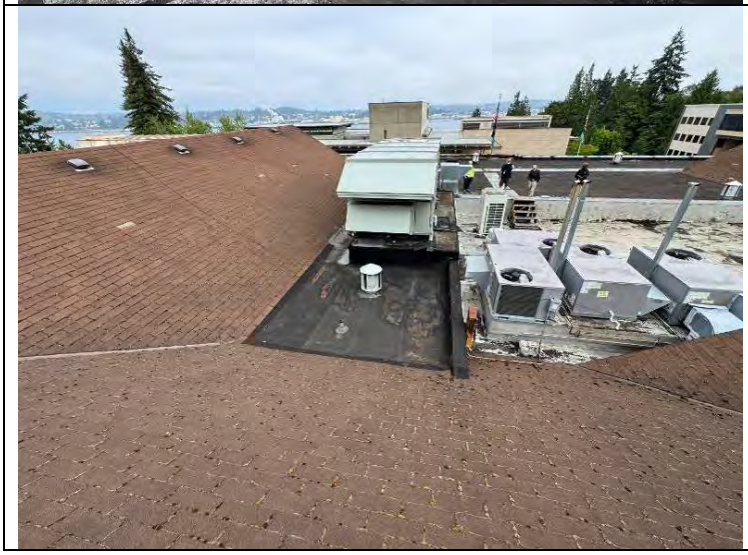
Photograph 1: Overview of the Northeast roof area looking to the southeast.

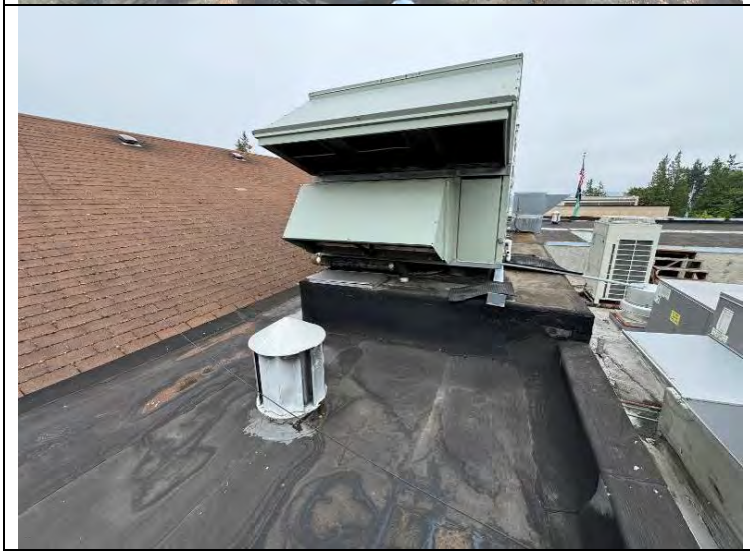


Photograph 2: Overview of the Northeast roof area looking to the southwest. Roof walk pad is the white pathway.

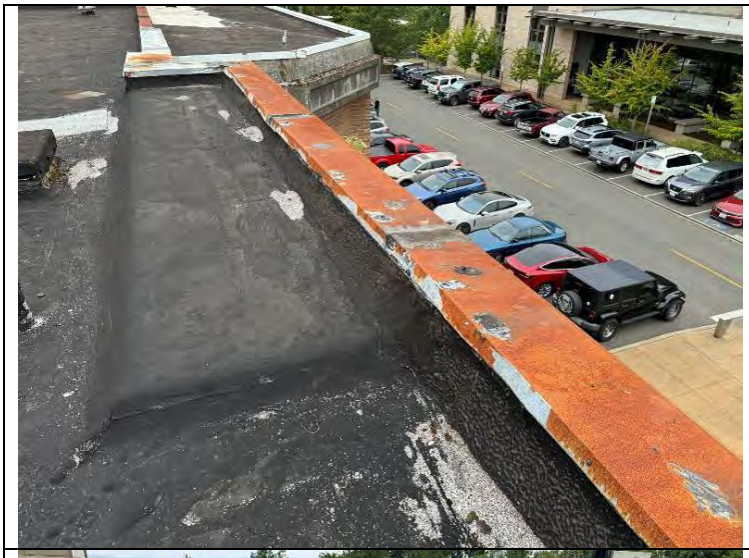


Photograph 3: Overview of the surface of the roof showing an asphalt emulsion coating over the built-up roof.

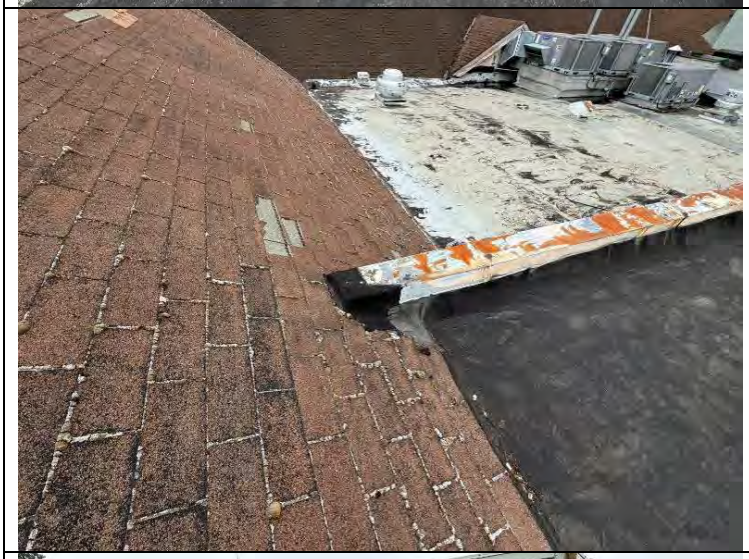
	Photograph 4: Overview of the transition between the steep slope and low slope roofs.
	Photograph 5: Deteriorated abandoned wood stairs set directly over the roof.
	Photograph 6: Overview of the southwest portion of the roof.

	Photograph 7: Through wall scupper at the roof area shown in Photograph 6.
	Photograph 8: Closer view of the scupper shown in Photograph 7. Note the lack of coping at the top of the wall.
	Photograph 9: Elevated roof platform with large mechanical unit.

	Photograph 10: Unflashed penetration adjacent to the mechanical unit shown in Photograph 9.
	Photograph 11: Overview of the roof test cut.
	Photograph 12: Overview of the layers of roofing removed from the test cut area. There are two roofs in place over the wood decking.

	Photograph 13: Typical parapet wall with simple lap coping at the top. The coping metal is deteriorated and does not slope towards the roof.
	Photograph 14: Aged and deteriorated roof cement at the coping metal simple laps.
	Photograph 15: Overview of the roof to wall transition at the end of the steep slope roof area.

	Photograph 16: Closer view of the roof to wall transition shown in Photograph 15. Note the roofing laps onto the wall transition and there is no mechanical termination or counterflashing.
	Photograph 17: Parapet wall with embedded edge metal at the exterior edge and roofing on the top.
	Photograph 18: Alternate view of the area shown in Photograph 17.

	Photograph 19: Static vent.
	Photograph 20: Roof area divider wall to steep slope roof transition. There is a torch applied saddle lapping over the coping.
	Photograph 21: Alternate view of the platform shown in Photograph 9. The arrow indicates a typical sumped cast iron primary roof drain.

	Photograph 22: Closer view of the roof drain shown in Photograph 21. Note the roof drain is sumped in a framed in sump.
	Photograph 23: Low slope to steep slope roof transition.
	Photograph 24: Roof hatch with wood cap and roofing applied over the cap.

	Photograph 25: Roof area divider wall with simple lap coping. Note the torch down roofing at the coping laps.
	Photograph 26: Typical pipe penetration flashed with roofing and an adjacent heat stack flashed with roofing.
	Photograph 27: Curb mounted mechanical vent.



Photograph 28: Roof area divider wall with simple lap coping.

The divider wall abuts a roof curb with roof cement applied over the end of the coping.

Northwest Roof Observations

The Northwest roof area is bounded by a parapet wall at the north and west sides, at the northeast and southwest corners, area divider walls at the south and east sides, and transitions to the steep slope roof at the east. The roof transitions to the Northeast and Steep Slope roofs to the east, and the Southwest roof to the south.

There appears to be two roofs in place over the plywood decking. The roof systems appear to consist of the following layers from the plywood roof deck up, (roof 1) nailed basesheet, three ply built-up roof adhered in hot asphalt, (roof 2) three ply built-up roof adhered in hot asphalt, mineral surfaced capsheet adhered in hot asphalt, and an asphalt emulsion coating. In some areas a yellowish maintenance coating was applied over the emulsion coating.

The roof is drained via 7 cast iron primary roof drains located 3 at the west side of the roof and 4 at the north side of the roof, and 4 through wall scuppers located at the south side that drain onto the Southwest roof area. There are no means for overflow provided for the roof area. There are crickets between the roof drains to promote drainage however, there are no crickets between the scuppers. Up slope of the roof curbs there are no crickets to promote drainage around the curbs. The roof has a total tributary area of 17,250 square feet which includes a portion of the Steep Slope roof area.

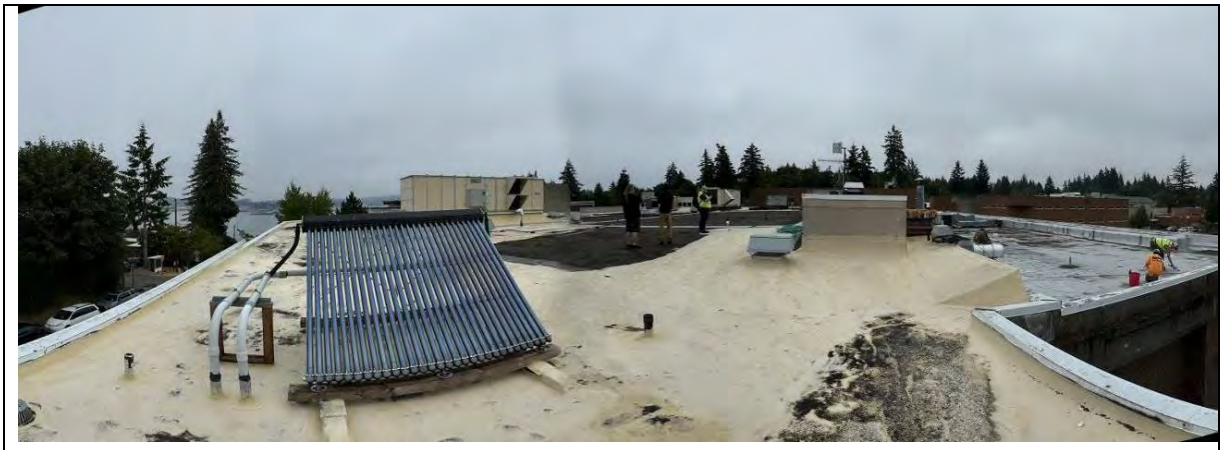
Roof penetrations include roof drains, scuppers, curb mounted mechanical and static vents, static vents, large mechanical units set on roof curbs and associated service line penetrations, pipe penetrations, heat stacks, a curb mounted roof hatch, and various service line penetrations.

Contained within the roof areas is the elevator overrun penthouse. At the base of the wall the roofing turns up the wall and is not mechanically terminated or counterflashed. The penthouse roof is drained via a single through curb scupper onto the Northwest roof area.

Discussion and Recommendations

The low slope roofing is in poor condition and should be replaced as soon as practical. There are two roofs in place over the plywood decking. The following items should be considered when the roof is replaced:

1. Provide overflow provisions.
2. Provide slope to drain, and cricketing as needed to promote drainage.
3. Detail the transitions between the steep slope and low slope roof areas.
4. Add nailers at low roof curbs to provide sufficient height above the finished roof surface.
5. Remove abandoned appurtenances from the roof and infill the decking.
6. Install new standing seam coping metal at the top of the parapet and area divider walls. Slope top of wall toward the roof.
7. Install PMMA flashing saddles at the wall-to-wall transitions.
8. Install new stainless steel saddle flashings at the steep slope roof to wall transitions. Saddle flashings should be integrated with the self-adhered underlayment in a water shedding manner.
9. Detail the roof to rising wall conditions with fluid applied flashing, or saw cut a reglet into the rising wall and install sheet metal counterflashing.
10. Install new roof curbs sized to accommodate the existing mechanical units.



Photograph 1: Overview of the Northwest roof looking to the northeast.



Photograph 2: Overview of the Northwest roof looking to the southeast.

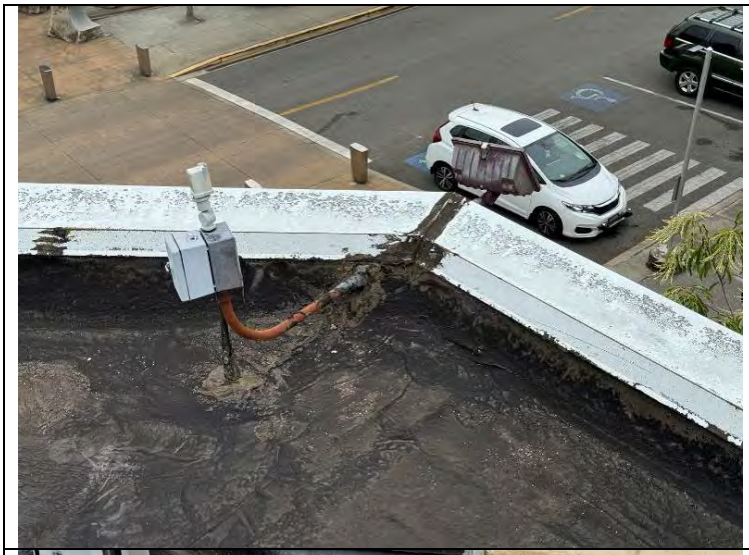
	Photograph 3: Overview of the surface of the roof in an area where the yellowish maintenance coating was applied over the emulsion coating.
	Photograph 4: Overview of the surface of the roof with asphalt emulsion coating.
	Photograph 5: Parapet wall with simple lap coping at the top.

	Photograph 6: View of the exterior of the parapet wall.
	Photograph 7: Closer view of the concrete fascia at the exterior of the parapet wall.
	Photograph 8: View of the roof test cut location.

	Photograph 9: View of the roof test cut sitting on the roof.
	Photograph 10: Curb mounted mechanical vent and a condensing unit supported on sleepers.
	Photograph 11: Ganged penetration hood and service line penetrations for the condensing unit shown in Photograph 10.

	Photograph 12: Electric disconnect and service lines secured to a sleeper adjacent to a condensing unit.
	Photograph 13: Abandoned guy wire sealed with roof cement.
	Photograph 14: Roof area divider wall between the Northwest and Northeast roof areas.

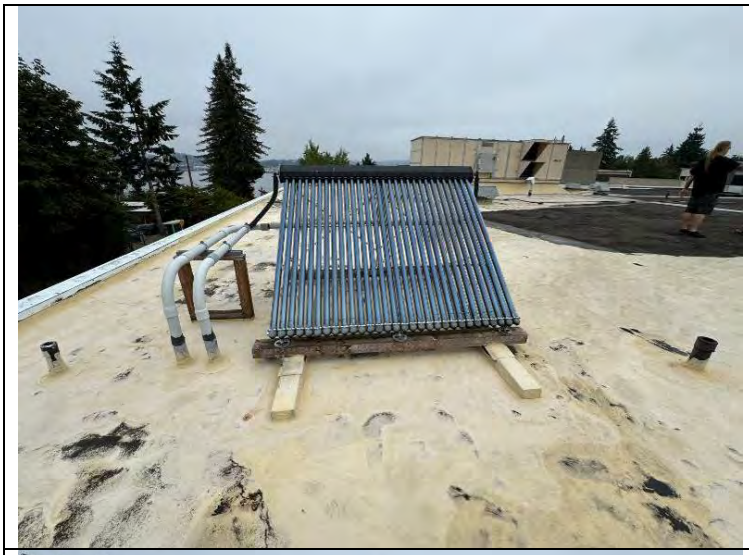
	Photograph 15: Torch applied roofing over a simple lap at the area divider wall shown in Photograph 14.
	Photograph 16: Gasketed fattener through the top of the coping metal.
	Photograph 17: Parapet wall to wall transition.

	Photograph 18: Light sensor and conduit penetration at the base of the parapet wall. The penetration is coated with roof cement.
	Photograph 19: Roof divider wall to curb transition.
	Photograph 20: Cast iron primary drain with displaced drain strainer.

	Photograph 21: Cast iron primary drain.
	Photograph 22: Gas line supported over the roof on plastic blocks.
	Photograph 23: Area divider wall between a roof curb and the steep slope roof area. The divider wall has roofing wrapping over the top of the wall.

	Photograph 24: Curb mounted mechanical vents and a large curb mounted HVAC unit.
	Photograph 25: Water ponding upslope of a large curb mounted HVAC unit.
	Photograph 26: Curb mounted HVAC unit on an oversized curb.

	Photograph 27: Roof transition at the steep slope roof area.
	Photograph 28: Roof area dividing wall between the northwest roof area and the southwest roof area. The roofing wraps over the top of the wall without coping metal.
	Photograph 29: Through wall scupper.

	Photograph 30: Vacuum tube solar collector for heating water and adjacent service line penetrations.
	Photograph 31: Curb mounted mechanical vent.
	Photograph 32: Curb mounted HVAC unit with adjacent service line penetrations.

	Photograph 33: Electrical service line penetration shown in Photograph 32.
	Photograph 34: Pipe penetration flashed with a lead flashing.
	Photograph 35: Abandoned electrical service weatherhead flashed with a lead flashing.

	Photograph 36: Curb mounted roof hatch.
	Photograph 37: HVAC unit supported on sleepers.
	Photograph 38: HVAC unit service lines with roof cement at the base.

	Photograph 39: Overview of the elevator overrun penthouse.
	Photograph 40: Overview of the elevator overrun penthouse roof with two curb mounted static vents and an antenna array.
	Photograph 41: Base of the antenna array set over protection and weighted with CMU blocks.

	Photograph 42: Single through curb scupper at the elevator overrun.
	Photograph 43: Roof to wall transition at the base of the elevator overrun penthouse. Note the roofing is not mechanically terminated or counterflashed.

Southwest Roof Observations

The Southwest roof area is bounded by a parapet wall at the south and west sides, area divider wall, and transition to the steep slope roof at the east, and at a step in the roof at the north to the northwest roof. At the south side of the roof there is a duct chase against the parapet wall.

There appears to be one roof in place over plywood decking. The roof systems appear to consist of the following layers from the plywood roof deck up, mechanically fastened polyisocyanurate insulation, perlite coverboard adhered in hot asphalt, basesheet adhered in hot asphalt, midply adhered in hot asphalt, torch applied smooth surfaced APP surfacing ply, an asphalt emulsion coating, and an aluminum maintenance coating.

The majority of the roof slopes from north to south with a ridge that runs inline from the step in the roof. The roof is drained via 1 cast iron primary roof drain at the northeast portion of the roof, and 2 drop scuppers at the south side of the roof at either end of the duct chase. There are no means for overflow provided for the roof area. There are no crickets between the roof drains to promote drainage. At the north wall there are 4 scuppers from the northwest roof that drain onto the southwest roof. The roof has a total tributary area of 15,250 square feet which includes a portion of the Northwest and the Steep Slope roof areas.

Roof penetrations include roof drains, scuppers, curb mounted mechanical and static vents, static vents, large mechanical units set on roof curbs and associated service line penetrations, pipe penetrations, heat stacks, and various service line penetrations. There are unflashed roof and wall penetrations.

Discussion and Recommendations

The low slope roofing is in poor condition and should be replaced as soon as practical. The following items should be considered when the roof is replaced:

1. Provide overflow provisions.
2. Provide slope to drain, and cricketing as needed to promote drainage.
3. Remove drop scuppers and install cast iron roof drains with clamping rings.
4. Detail the transitions between the steep slope and low slope roof areas.
5. Add nailers at low roof curbs to provide sufficient height above the finished roof surface.
6. Remove abandoned appurtenances from the roof and infill the decking.
7. Install new standing seam coping metal at the top of the parapet and area divider walls. Slope top of wall toward the roof.
8. Install PMMA flashing saddles at the wall-to-wall transitions.
9. Install new stainless steel saddle flashings at the steep slope to wall transitions. Saddle flashings should be integrated with the self-adhered underlayment in a water shedding manner.
10. Detail the roof to rising wall conditions with fluid applied flashing, or saw cut a reglet into the rising wall and install 2-piece sheet metal reglet and counterflashing.
11. Replace flex conduit with solid conduit.
12. Relocate through wall penetrations to the field of the roof or provide solid conduit.
13. Provide splash blocks where the scuppers drain onto the roof.
14. Slope top of the duct chase towards the roof and seal the duct penetration through the side of the chase.
15. Remove and replace deteriorated plywood sheathing with new to match existing.



Photograph 1: Overview of the southwest roof looking to the northwest.

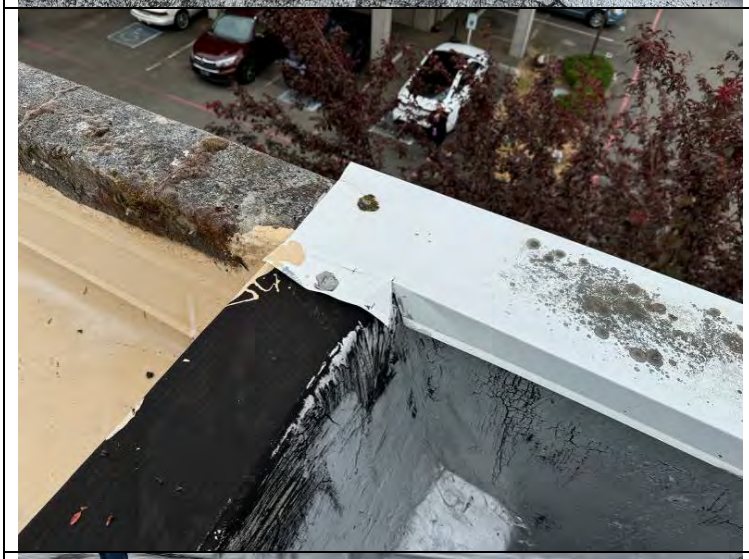


Photograph 2: Overview of the southwest roof looking to the northeast.



Photograph 3: Overview of the field of the roof.

	Photograph 4: Closer view of the field of the roof showing the aluminum maintenance coating over the built-up roof.
	Photograph 5: South parapet wall looking to the west. At the inside face of the wall is a framed in duct chase that is flat along the top. Staining indicative of ponding water was observed along the top of the duct chase.
	Photograph 6: View of the parapet wall at the west end of the roof.

	Photograph 7: Closer view of the parapet wall with simple lap coping at the top.
	Photograph 8: Transition between the south parapet wall at the southeast parapet wall and roof divider wall. There is no coping at the top of the divider wall or southeast roof parapet.
	Photograph 9: Roof test cut in the field of the roof.

	Photograph 10: Core cut showing one roof system with perlite coverboard and polyisocyanurate insulation.
	Photograph 11: The existing roof system is approximately 6-inches thick.
	Photograph 12: Primary cast iron roof drain at the northeast portion of the roof.

	Photograph 13: Drop scupper at the east end of the duct chase.
	Photograph 14: Closer view of the drop scupper shown in Photograph 13.
	Photograph 15: Drop scupper at the west end of duct chase.

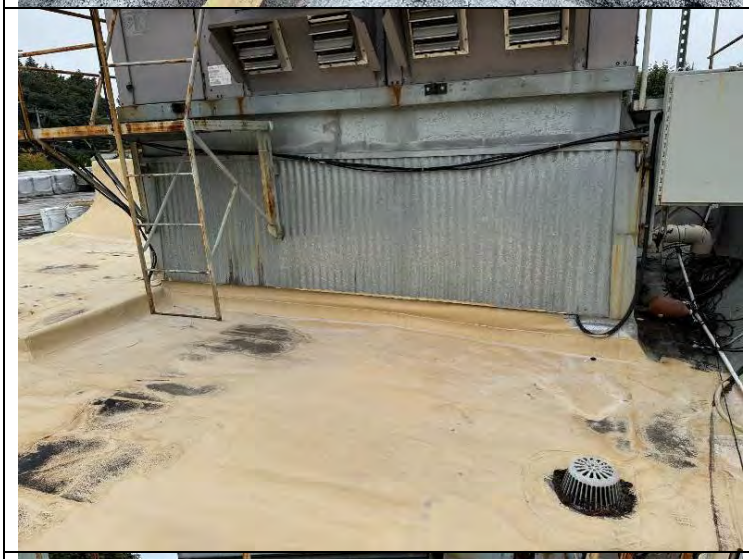
	Photograph 16: Closer view of the drop scupper shown in Photograph 15.
	Photograph 17: Water ponding adjacent to the duct chase.
	Photograph 18: Roof to wall transition at the Steep Slope roof rake wall, and the area divider wall between at the southeast roof.

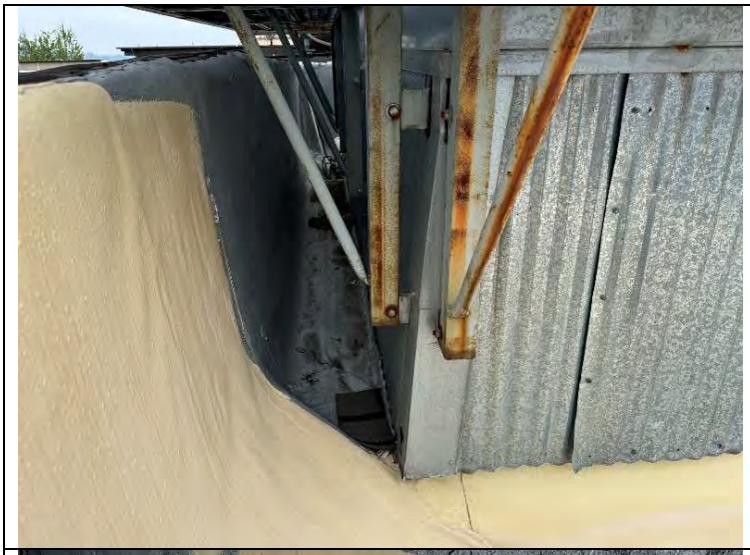
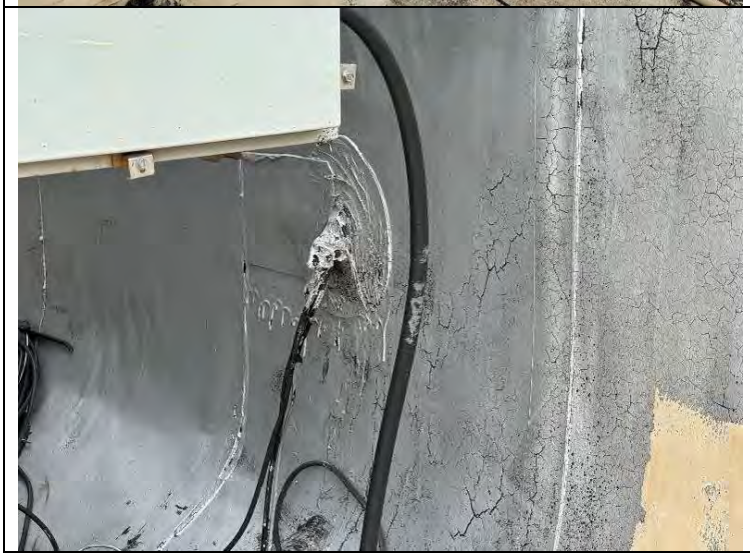
	Photograph 19: Closer view of the area shown in Photograph 18.
	Photograph 20: Closer view of the roof to wall transition shown in Photograph 18. Note the roofing runs up the base of the wall and is not mechanically terminated and there is no counterflashing.
	Photograph 21: Gas line supported over the roof on a combination of wood and plastic blocking.

	Photograph 22: Curb mounted HVAC unit with exterior duct.
	Photograph 23: Duct penetration into the duct chase at the south end of the roof.
	Photograph 24: Gap around the duct penetration at the chase.

	Photograph 25: Alternate view of the gap around the duct penetration at the chase. Note below the duct is wide open.
	Photograph 26: Pipe penetration flashed with a lead.
	Photograph 27: Curb mounted vent tight to the adjacent wall.

	Photograph 28: Curb mounted mechanical vents.
	Photograph 29: Step in the wall up to the northwest roof area.
	Photograph 30: Through curb scupper from the northwest roof.

	Photograph 31: Alternate through curb scupper from the northwest roof.
	Photograph 32: Large roof curb at the northeast portion of the roof.
	Photograph 33: Alternate view of the area shown in Photograph 32.

	Photograph 34: Gap between the wall and the roof curb.
	Photograph 35: Flex conduit penetration at the base of the wall.
	Photograph 36: Wire penetrations through the wall.

Southeast Roof Observations

The Southeast roof area is bounded by a parapet wall at the south and east sides, area divider wall at the west side, and transition to the steep slope roof at the north side. The transition to the steep slope roof occurs at the step in the roof. Water from the steep slope roof drains onto the southeast roof area. There is no coping at the top of the area divider wall or the parapet wall. At the rising wall there is a surface mounted counterflashing at the top of the baseflashing.

There appears to be one roof in place over concrete decking. The roof systems appear to consist of the following layers from the concrete roof deck up, one layer of torch applied APP membrane with a yellowish maintenance coating.

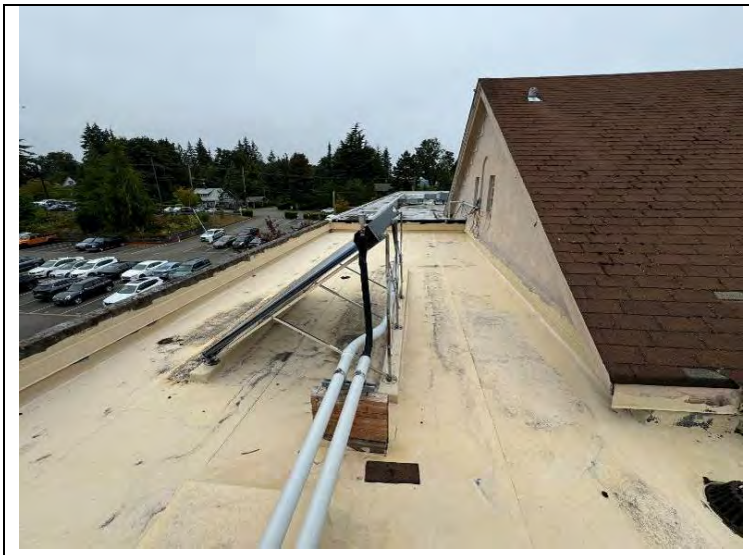
The roof slopes to the northeast and northwest and is drained via a single cast iron primary roof drain. There are no means for overflow provided for the roof area. Slope to drain appears to be in the deck. The roof has a tributary area of 1,500 square feet which includes a portion of the Steep Slope roof area.

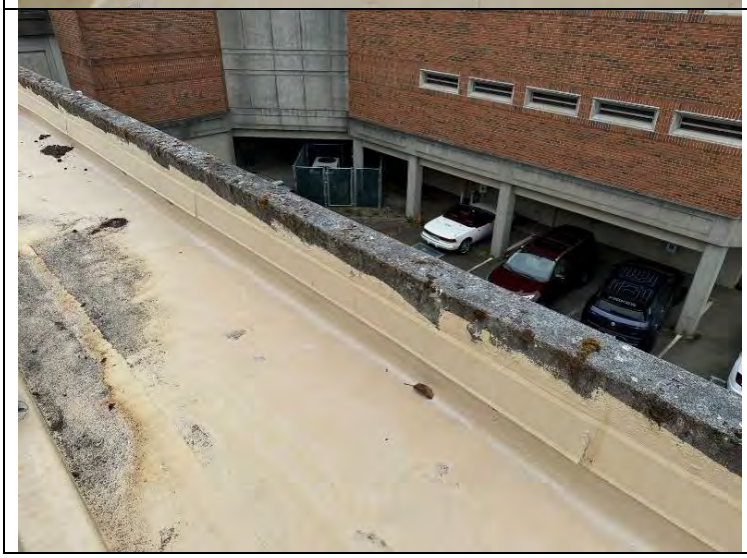
Roof penetrations include a roof drain, pipe penetrations, conduit supported on wood blocking, a vacuum tube solar collector supported on sleepers and associated service lines supported on sleepers. There is an abandoned roof curb with a roofed in cap. There are unflashed wall penetrations above the roof.

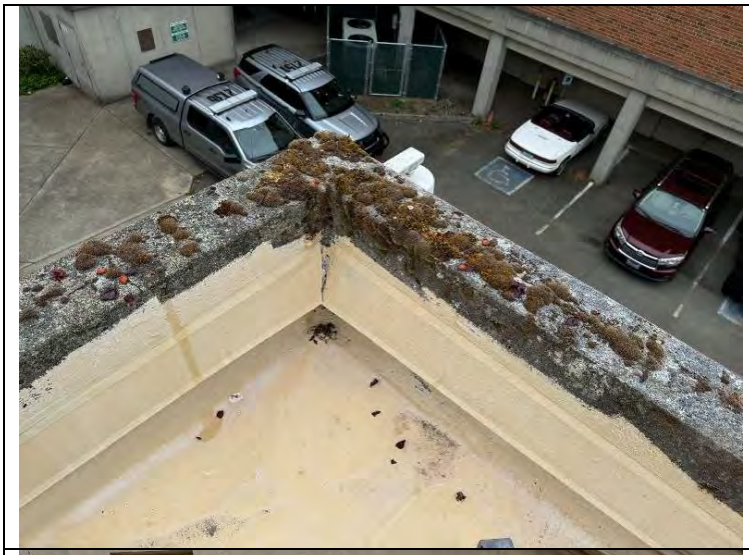
Discussion and Recommendations

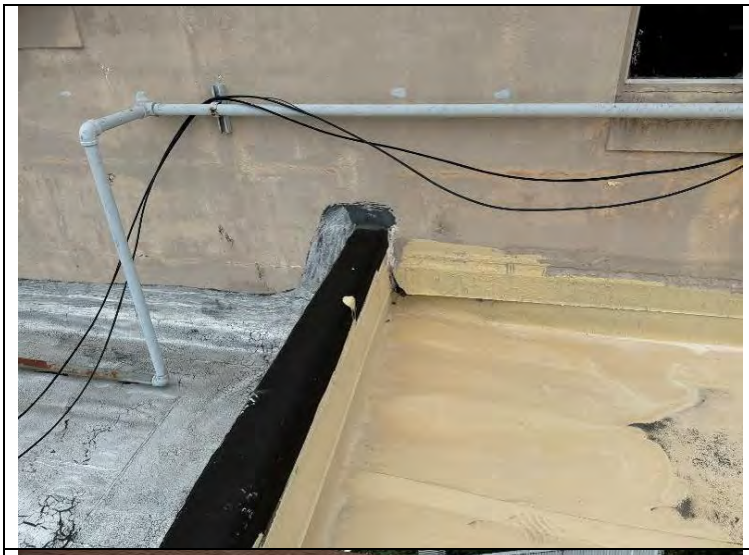
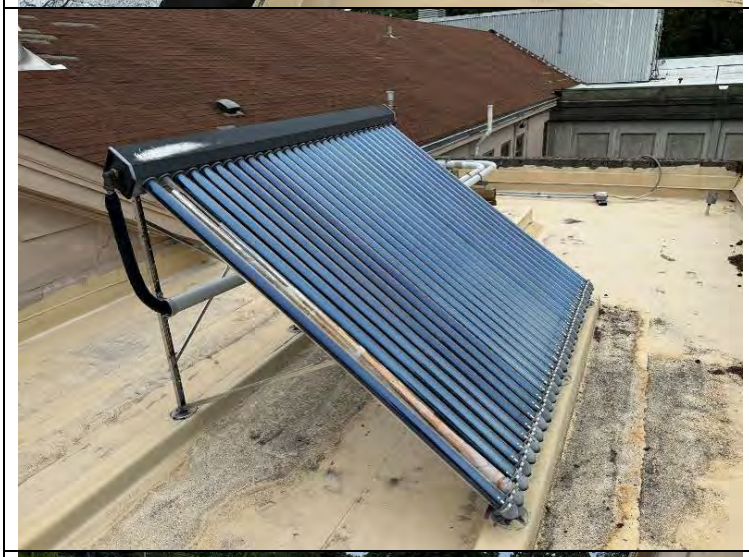
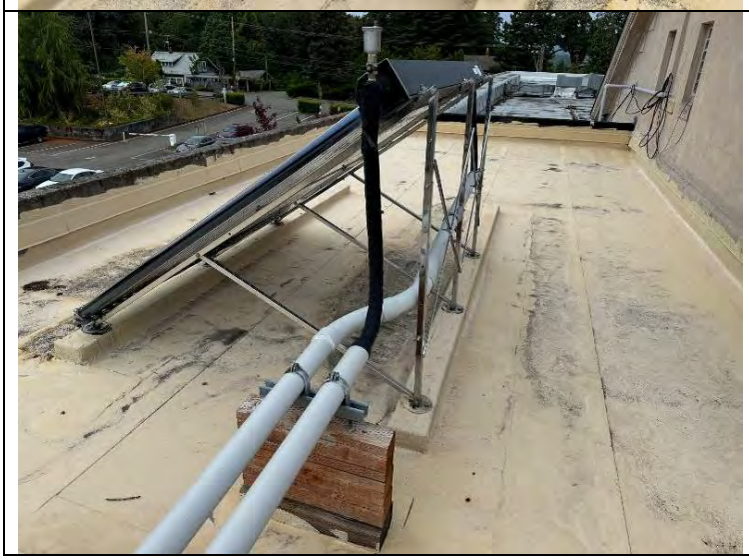
The low slope roofing is poorly configured with only one layer of torch applied membrane over the concrete roof deck and should be replaced or recovered as soon as practical. The following items should be considered when the roof is recovered or replaced:

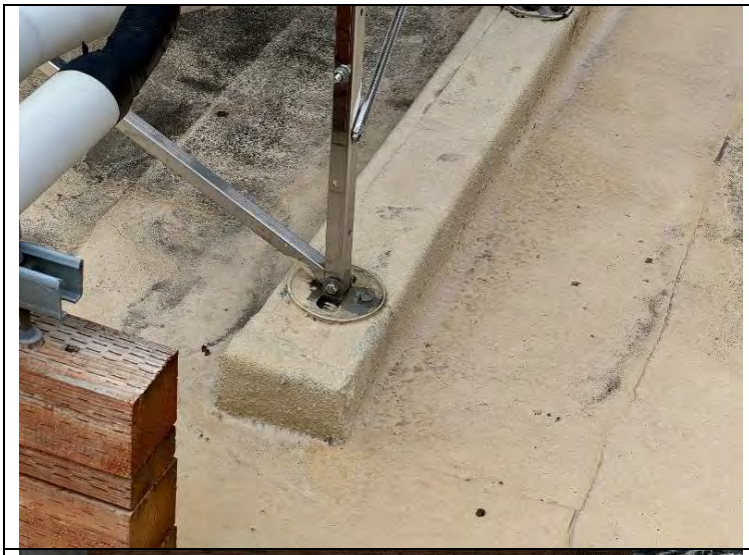
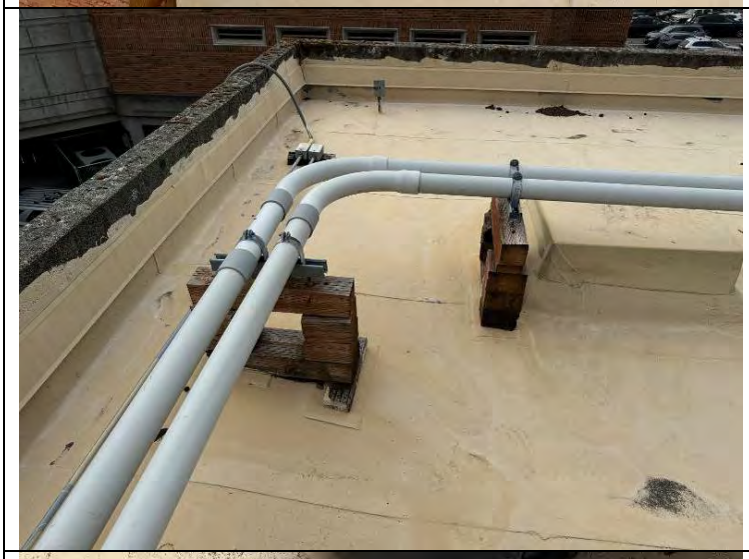
1. Provide overflow provisions.
2. Provide slope to drain, and cricketing as needed to promote drainage.
3. Detail the transitions between the steep slope and low slope roof areas.
4. Remove abandoned appurtenances from the roof and infill the decking.
5. Install new standing seam coping metal at the top of the parapet and area divider walls. Slope top of wall toward the roof.
6. Install PMMA flashing saddles at the wall-to-wall transitions.
7. Detail the roof to rising wall conditions with fluid applied flashing, or saw cut a reglet into the rising wall and install 2-piece sheet metal reglet and counterflashing.

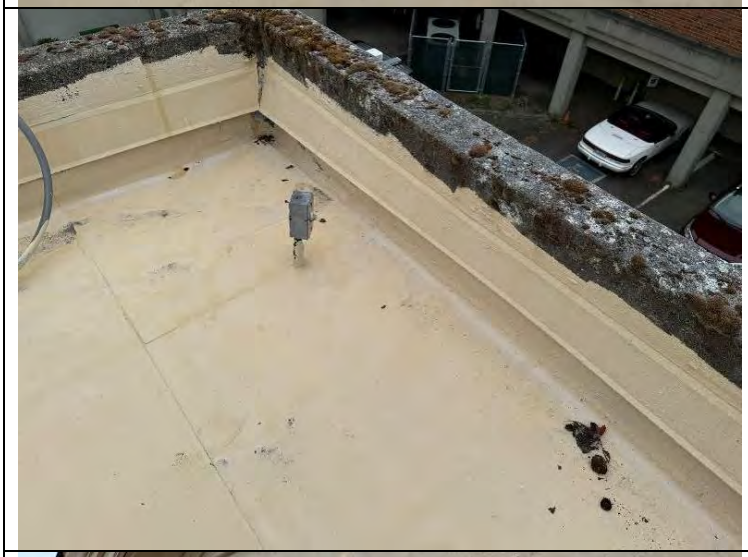
	Photograph 1: Overview of the roof looking to the west.
	Photograph 2: Overview of the roof looking to the west.
	Photograph 3: View of the low slope to steep slope roof transition and the primary cast iron roof drain. Note the darker areas around the roof drain is where the roof deck slopes away from the roof drain.

	Photograph 4: Alternate view of the primary cast iron roof drain.
	Photograph 5: Electrical conduit supported on the roof set on wood blocking.
	Photograph 6: Parapet wall with surface mounted counterflashing and exposed concrete parapet wall above the counterflashing.

	Photograph 7: Parapet wall inside corner with moss growing on the exposed concrete.
	Photograph 8: Roof to wall transition at the rising wall.
	Photograph 9: Closer view of the area shown in Photograph 8.

	Photograph 10: Area divider wall to rising wall transition. Note there is no coping at the top of the parapet wall and no saddle at the transition.
	Photograph 11: Vacuum tube solar heater supported on roofed in sleepers.
	Photograph 12: Alternate view of the vacuum tube solar heater shown in Photograph 11.

	Photograph 13: Vacuum tube support secured through the top of the sleeper. The fasteners are not sealed.
	Photograph 14: Wood sleepers supporting the vacuum tube service lines.
	Photograph 15: View of the test cut showing a single layer of torch applied roofing over a concrete roof deck.

	Photograph 16: Abandoned roof curb.
	Photograph 17: Solar sensor penetration.
	Photograph 18: Unsealed through wall penetration at the rising wall above the roof.

	Photograph 19: closer view of the penetration shown in Photograph 18.

Enclosed are photographs and notes taken during our site visit for your review. These photographs and notes may provide additional information to that discussed above, and should be considered as part of this report.

We trust the above discussion has been of assistance. If you have any questions, or if we may be of further service, please do not hesitate to call.

Respectfully,

Pravat Sripranaratanakul, RRO, RRC, RWC
Principal
Wetherholt and Associates, Inc.

Alex Murphy, RRO
Field Engineer
Wetherholt and Associates, Inc.

Enclosures: photographs

Please note that this evaluation is provided at the request of Erik Prestegaard, Helix Design Group, who we understand was retained by Kitsap County to perform a building study. No liability, warranty of merchantability, or guarantee of roofing, waterproofing, or building envelope service life is accepted or implied. Wetherholt and Associates, Inc., is a neutral roofing, waterproofing, and building envelope consulting firm specializing in resolving building envelope and moisture related issues.

APPENDIX E

SAFE ENVIRONMENT OF AMERICA, INC. dba
MED-TOX NORTHWEST

October 2, 2024

Lee Davenport
Helix Design Group, Inc.
6021 12th Street East, Suite 201
Tacoma, Washington 98424

Subject: Kitsap County Courthouse Roof Study
"Good Faith" Asbestos Investigation
614 Division Street, Port Orchard, Washington 98366
Med-Tox Northwest Project No. 9139.1

Dear Mr. Davenport,

On August 7, 2024, Anthony Fullerton of Med-Tox Northwest (MTNW) visited the Kitsap County Courthouse building located at 614 Division Street in Port Orchard, Washington to conduct asbestos sampling of the roof systems. This survey was completed as part of the Kitsap County Courthouse Roof Study under a contract with Helix Design Group, Inc. for Helix Project Number 2240012710-11.

There are several different roof systems that will be impacted by the planned project. The following roof sections were identified:

- South section- built-up roofing with silver coat paint that is approximately 6 to 7-inches in depth.
- Northwest section- built-up roofing with yellow coat paint that is approximately 1-inch thick that overlays wood decking.
- North section- built-up roofing that is approximately 1.5-inches thick that overlays wood decking.
- Pitched roof section- peaked roofs with three-tab composition roofing and vapor barrier over wood sheeting.
- Center section (lower roof in between pitched roof sections)- built-up roofing with silver coat paint that is approximately 1.5-inches thick over wood decking.
- South Center roof section- built-up roofing on concrete, 1 layer.

MTNW sampled each section independent from one another. Core samples from each of the roof sections along with various sealants, walkway pads, and patching material were

collected. MTNW collected the cores for the project and a roofing contractor was onsite to patch all the core sample locations.

Asbestos Bulk Sampling Summary

There were twenty-nine (29) samples collected from sixteen (16) homogeneous materials (HM) identified during the survey. The core samples collected from the northwest section (3% Chrysotile asbestos), north section 3% to 18% Chrysotile asbestos), center lower section (2% Chrysotile asbestos) were all determined to be asbestos containing. There were also black tar sealants on the center section lower roof (2% Chrysotile asbestos) and northwest section (2% Chrysotile asbestos) determined to be positive for asbestos.

There were multiple samples collected of silver coat paint from the various roof sections. There was residual silver coat paint on the parapet cap sealant associated with the north roof section parapet wall. Two samples were collected of the black sealant and one of the samples (9139.1-AF-016) was determined to have a residual layer of silver paint. The layered sample was initially analyzed by Polarized Light Microscopy (PLM) to contain 2% Chrysotile asbestos. The layers were reanalyzed by the more stringent 400 Point Count method to contain 0.75% Chrysotile asbestos or less than 1% asbestos which is below the regulatory limit. The silver coat paint on the south section roof was determined to be negative for asbestos (4 samples collected). The silver coat on the center section lower roof was determined to be negative for asbestos (4 samples collected).

For a complete list of all samples collected, please refer to the attached Summary of Materials Sampled for Asbestos.

The purpose of the survey was to provide a “Good Faith Survey” (per Washington Administrative Code (WAC) 296-62-07721, (1)(c)(ii)) and to identify the materials stated above which may require removal and/or special handling before any demolition activities.

Puget Sound Clean Air Agency (PSCAA) also requires compliance with survey and sampling requirements. This applies during any renovation or demolition activities (per Regulation III, Article 4, Section 4.02 (b)) where suspect asbestos containing materials (ACM) may be disturbed.

Med-Tox Northwest employs inspectors certified by an Environmental Protection Agency (EPA)-approved training provider to provide Asbestos Hazard Emergency Response Act (AHERA) building surveys, including renovation and demolition surveys. A copy of Mr. Fullerton’s certificate is attached.

Table 1 provides a complete list of suspect materials determined greater than 1% asbestos in the Med-Tox Northwest sampling conducted as part of the Kitsap County Courthouse Roof Study.

Table 1. Summary of Asbestos-Containing Materials.

Material	Location	Friable	Quantity*
Northwest section			
Roof core- built-up roofing with a yellow coat approximately 1-inch thick on wood (HM-04)	Northwest section of roof	No	17,500 SF
Black tar vent sealant (HM-16)	Northwest section of roof	No	64 SF
North section			
Roof core- built-up roofing approximately 1.5-inches thick on wood (HM-05)	North section of roof	No	4,000 SF
Center section of lower roof			
Roof core- built-up roofing approximately 1.5-inches thick on wood (HM-12)	Center section of lower roof	No	1,500 SF
Black asphaltic sealant (HM-11)	Center section of lower roof		Included in HM-12 quantity

SF = square feet. Note: This table is not to be used without the complete survey document including appendices for additional information.

Table 2 lists all suspect materials sampled that have been determined to be non-asbestos containing.

Table 2. Summary of Suspect Materials Determined Non-Asbestos Containing

Material Description	Material Description
South section	
Silver coat paint (HM-01)	Roof core with silver paint (HM-01 and HM-02)
Pitched roof section	
Three-tab composition roofing (HM-06)	Vapor barrier (HM-07)
North section	
Gray roof coating (HM08)	Rolled composition with white/gray sand finish (HM-10)

Material Description	Material Description
Center section lower roof	
HVAC duct sealant (HM-13)	Black duct sealant (HM-15)
South center section	
Roof core- built-up roofing on concrete (HM-14)	

Note: This table is not to be used without the complete survey document including appendices for additional information.

Table 3 lists all suspected materials sampled that have been determined to be 1% or less asbestos.

Table 3. Summary of Materials with 1% or less Asbestos

Material Description	Location
North section	
Black sealant on parapet cap (with residual silver paint) (HM-09)	North parapet

Note: This table is not to be used without the complete survey document including appendices for additional information.

The material identified in **Table 3** was found to contain 1% or less Chrysotile asbestos. Materials with asbestos content 1% or less will require special handling during removal and/or demolition as detailed in Washington Industrial Safety and Health Act (WISHA) Regional Directive (WRD) 23.10, *Occupational Exposure to Asbestos*.

Summary of Analysis

Asbestos-Containing Materials

A total of twenty-nine (29) bulk samples were taken and analyzed by Polarized Light Microscopy (PLM) dispersion staining EPA Method 600/R-93/116 by Seattle Asbestos Test, LLC. There was one sample re-analyzed using PLM EPA method 600/R- 93/600 400-point count. Seattle Asbestos Test, LLC is accredited through the National Voluntary Laboratory Accreditation Program (NVLAP) of the U. S. Department of Commerce. This accreditation does not constitute endorsement, but rather a finding of laboratory competence. Seattle Asbestos Test, LLC participant number is 200768-0. The laboratory analytical report, chain of custody and NVLAP certificate are attached.

Comments and Recommendations

Asbestos-Containing Materials

Med-Tox Northwest recommends, and state law requires, that all asbestos materials identified in **Table 1** be removed prior to renovation or demolition.

Med-Tox Northwest recommends that this survey report be placed on-site during renovation and/or demolition and copies provided to the contractor(s) bidding and performing work. Washington Industrial Safety and Health Act (WISHA), Occupational

Safety and Health Administration (OSHA) and PSCAA require that the report be on-site and available for review during the entire project duration.

1. The roof sections were sampled independently from one another. If additional materials are observed during the course of the project, they should be sampled by an AHERA inspector and analyzed by an accredited NVLAP laboratory.

This survey is not intended for use as abatement plans and/or specifications.

If you have any questions or require additional information, please call me at (253) 351-0677.

Sincerely,



Anthony Fullerton
Senior Project Manager

Enclosures

Table C-1. Summary of Materials Sampled for Asbestos

Sample	Material	Location	AHERA Type	HM	Result
9139.1-AF-001	Roof Core- built-up roofing with silver coat paint approx. 6-7 inches thick	South section of roof	TSI Misc.	01 silver coat 02 Roof core	ND
9139.1-AF-002	Silver coat paint	South section of roof	TSI	01	ND
9139.1-AF-003	Silver coat paint	South section of roof	TSI	01	ND
9139.1-AF-004	Silver coat paint	South section of roof	TSI	01	ND
9139.1-AF-005	**Roof core- built-up roofing with yellow coat approx. 1 inch thick on wood**	**Northwest section of roof**	**Misc.**	03 yellow sealant **04 roof core**	**Layer 1: ND Layer 2: ND Layer 3: ND Layer 4: 3% CHR Layer 5: ND Layer 6: ND Layer 7: ND Layer 8: ND Layer 9: ND Layer 10: ND**
9139.1-AF-006	Yellow coat sealant	Northwest section of roof	Misc.	03	ND
9139.1-AF-007	Yellow coat sealant	Northwest section of roof	Misc.	03	ND
9139.1-AF-008	**Roof core- built-up roofing approx. 1.5 inch thick on wood**	**North section of roof**	**Misc.**	**05**	**Layer 1: ND Layer 2: ND Layer 3: 3% CHR Layer 4: ND Layer 5: ND Layer 6: ND Layer 7: 18% CHR Layer 8: ND**
9139.1-AF-009	Three-tab composition roofing	Pitched roof sections	Misc.	06	ND
9139.1-AF-010	Vapor barrier	Pitched roof sections	Misc.	07	ND
9139.1-AF-011	Three-tab composition roofing	Pitched roof sections	Misc.	06	ND
9139.1-AF-012	Vapor barrier	Pitched roof sections	Misc.	07	ND
9139.1-AF-013	Gray roof coating	North section of roof by AC 5	Misc.	08	ND
9139.1-AF-014	Gray roof coating	North section of roof by AC 5	Misc.	08	ND
9139.1-AF-015	Black sealant on parapet cap	North parapet	Misc.	09	ND

Sample	Material	Location	AHERA Type	HM	Result
9139.1-AF-016	Black sealant on parapet cap	North parapet	Misc.	09	Layer 1: 2% CHR Re-analyzed by 400 PC to contain 0.75% CHR Layer 2: 2% CHR Re-analyzed by 400 PC to contain 0.75% CHR
9139.1-AF-017	Rolled composition with white/gray sand finish	North roof walkway	Misc.	10	ND
9139.1-AF-018	Rolled composition with white/gray sand finish	North roof walkway	Misc.	10	ND
9139.1-AF-019	**Roof Core- built-up roofing with silver coat paint approx. 1.5 inches thick on wood**	**Center section of lower roof**	TSI **Misc.**	11 silver coat **12 Roof core**	Layer 1: ND (silver coat) **Layer 2: 2% CHR Layer 3: ND Layer 4: ND Layer 5: ND Layer 6: ND Layer 7: ND Layer 8: ND**
9139.1-AF-020	**Silver coat paint and black asphaltic material**	**Center section of lower roof**	**TSI**	**11**	Layer 1: ND (silver coat) **Layer 2: 2% CHR**
9139.1-AF-021	**Silver coat paint and black asphaltic material**	**Center section of lower roof**	**TSI**	**11**	Layer 1: ND (silver coat) **Layer 2: 2% CHR**
9139.1-AF-022	**Silver coat paint and black asphaltic material**	**Center section of lower roof**	**TSI**	**11**	Layer 1: ND (silver coat) **Layer 2: 2% CHR**
9139.1-AF-023	HVAC duct sealant	Center section of lower roof	Misc.	13	ND
9139.1-AF-024	HVAC duct sealant	Center section of lower roof	Misc.	13	ND
9139.1-AF-025	Roof core- built up roofing on concrete, 1 layer	South center roof	Misc.	14	ND
9139.1-AF-026	Black duct sealant	South section of roof (silver coat roof)	Misc.	15	ND
9139.1-AF-027	Black duct sealant	South section of roof (silver coat roof)	Misc.	15	ND

Sample	Material	Location	AHERA Type	HM	Result
9139.1-AF-028	**Black tar vent sealant**	**Northwest section of roof**	**Misc.**	**16**	Layer 1: ND (silver coat) **Layer 2: 2% CHR**
9139.1-AF-029	**Black tar vent sealant**	**Northwest section of roof**	**Misc.**	**16**	**2% CHR**

CHR = Chrysotile, HM = homogeneous material, Misc. = Miscellaneous, ND = None detect, PC = Point Count, TSI = Thermal System Insulation,

Helix Design Group, Inc
Kitsap County Courthouse Roof Study
October 2, 2024
Med-Tox Northwest Project No. 9139.1



Photo 1: South section of roof facing southeast.



Photo 2: Northwest section of roof facing east. This roof section contains asbestos. The black tar vent sealant on this section of roof is also ACM.



Photo 3: North section and pitched roof section facing west. The built-up roofing (north section) contains asbestos. The composition roofing on the pitched roof is negative.



Photo 4: Center section (lower roof). This roofing contains asbestos.



Photo 5: Non asbestos containing roofing found the south center roof section.

SEATTLE ASBESTOS TEST, LLC

Lynnwood Laboratory: 19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel: 425.673.9850, Cell & Text:206.369.6421, NVLAP Lab Code: 200768-0

www.seattleasbestostest.com, admin@seattleasbestostest.com

Project Manager:	Anthony Fullerton	Date Analyzed:	8/14/2024
Client:	Med-Tox, Northwest	Client Job#:	9139.1
Address:	PO Box 1446, Auburn, WA 98071-1446	Project Location:	Kitsap County Courthouse Roof Study
Tel:	253.351.0677	Laboratory batch#:	202410571
Date Report Issued:	8/14/2024	Samples Received:	29

Enclosed please find the test results for the bulk samples submitted to our laboratory for asbestos analysis. Analysis was performed using polarized light microscopy (PLM) in accordance with Test Method US EPA - 40 CFR Appendix E of Part 763, Interim Method of Determination of Asbestos in Bulk Insulation Samples and Test Method US EPA/600/R-93/116.

Percentages for this report are done by visual estimate and relate to the suggested acceptable error ranges by the method. Since variation in data increases as the quantity of asbestos decreases toward the limit of detection, the EPA recommends point counting for samples containing between <1% and 10% asbestos (NESHAP, 40 CFR Part 61). Statistically, point counting is a more accurate method. If you feel a point count might be beneficial, please feel free to call and request one.

The test results refer only to the samples or items submitted and tested. The accuracy with which these samples represent the actual materials is totally dependent on the acuity of the person who took the samples. This report must not be used by the client to claim product certification, approval, or endorsement by Seattle Asbestos Test, LLC, NVLAP, NIST, or any agency of the Federal government. The test report or calibration certificate shall not be reproduced except in full, without written approval of the laboratory. If the sample is inhomogeneous the sub-samples of the components are analyzed separately as layers.This report in its entirety consists of this cover leter, the customer sampling COC or data sheet, and the analytical report which is page numbered.

This report is highly confidential and will not be released without your consent. Samples are archived for 30 days after the analysis, and disposed of as hazardous waste thereafter.

Thank you for using our service and let us know if we can further assist you.

Sincerely

SZhang

Steve (Fanyao) Zhang
Approved Signatory

W2410571

SEATTLE ASBESTOS TEST, LLC

Analyzing Quality

Lynnwood Lab: 19711 Scriber Lake Road, Suite D, WA 98036, Tel:425.673.9850, Fax:425.673.9810
Bellevue Lab: 12727 Northup Way, Suite 1, Bellevue, WA 98005, Tel:425.861.1111, Fax:425.861.1118
Email: admin@seattleasbestostest.com, Website: www.seattleasbestostest.com

CHAIN OF CUSTODY

☒ Bulk Asbestos ☐ Point Count 400 ☐ Point Count 1000 ☐ Point Count Gravimetric ☐ Other (Specify) _____

☐ 1 Hour ☐ 2 Hours ☐ Same day (4 to 6 Hrs.) ☐ 1 Day ☒ 5 Days

Med-Tox, Northwest

PO Box 1446, Auburn, WA 98071-1446 Tel: 253.351.0677 Fax: 253.351.0688

Number of Samples 29 PO# 9139.1 Project Location Kitsap County Courthouse Roof Study

Project Manager (Check one or more):

☑	Anthony Fullerton	206.356.8927	fullertona@medtoxnw.com	☐	evansc@medtoxnw.com
☐	Ginnie Kindler		kindlerg@medtoxnw.com	☐ Jon Havelock	havelockj@medtoxnw.com
☐	Judy Lurvey		lurveyj@medtoxnw.com	☐ Teresa Choate	choatet@medtoxnw.com

SEQ#	CLIENT SAMPLE #	SAMPLE DESCRIPTION	LOCATION	NOTES
1	9139.1-AF-001			
2				
3				
4				
5				
6				
7				
8				
9		See table		
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20	9139.1-AF-029			

	Print Name	Signature	Company	Date	Time
Sampled:	A Fullerton		Med-Tox, Northwest	8/7/24	
Relinquished:	A Fullerton		Med-Tox, Northwest	8/9/24	
Delivered:			Med-Tox, Northwest		
Received:	Virginia Lin		Seattle Asbestos Test	8/12/24	12:30
Analyzed:	Virginia Lin		Seattle Asbestos Test	8/14/24	10:00
Reported:			Seattle Asbestos Test		

Seattle Asbestos Test warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted and disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. Seattle Asbestos Test accepts no legal responsibility for the purpose for which the client uses the test results. By signing on this form, the clients agree to relieve Seattle Asbestos Test of any liability that may arise from the test results. It is the client's responsibility to make sure the samples are appropriately taken according to federal and local regulations. Invoices paid late may be charged of interest, and invoices go to collection may be charged 17% to 25% of collection fee. NSF checks will be charged of $50.

Results reporting method: ☐ Phone ☐ Fax ☐ Email ☐ Pick-up

☐ Composite all wallboard samples ☐ Text result to phone ☐ Point count ..... % or less asbestos

Page ( ) of ( )

-2024105716

SAFE ENVIRONMENT OF AMERICA, INC. dba MED-TOX NORTHWEST

Table C-1. Summary of Materials Sampled for Asbestos

Sample	Material	Location	AHERA Type	HM	Result
9139.1-AF-001	Roof Core- built-up roofing with silver coat paint approx. 6-7 inches thick	South section of roof	TSI Misc.	01 silver coat 02 Roof core	
9139.1-AF-002	Silver coat paint	South section of roof	TSI	01	
9139.1-AF-003	Silver coat paint	South section of roof	TSI	01	
9139.1-AF-004	Silver coat paint	South section of roof	TSI	01	
9139.1-AF-005	Roof core- built-up roofing with yellow coat approx. 1 inch thick on wood	Northwest section of roof	Misc.	03 yellow sealant 04 roof core	
9139.1-AF-006	Yellow coat sealant	Northwest section of roof	Misc.	03	
9139.1-AF-007	Yellow coat sealant	Northwest section of roof	Misc.	03	
9139.1-AF-008	Roof core- built-up roofing approx. 1.5 inch thick on wood	North section of roof	Misc.	05	
9139.1-AF-009	Three-tab composition roofing	Pitched roof sections	Misc.	06	
9139.1-AF-010	Vapor barrier	Pitched roof sections	Misc.	07	
9139.1-AF-011	Three-tab composition roofing	Pitched roof sections	Misc.	06	
9139.1-AF-012	Vapor barrier	Pitched roof sections	Misc.	07	
9139.1-AF-013	Gray roof coating	North section of roof by AC 5	Misc.	08	
9139.1-AF-014	Gray roof coating	North section of roof by AC 5	Misc.	08	
9139.1-AF-015	Black sealant on parapet cap	North parapet	Misc.	09	

20241057

Hazardous Building Materials Survey— Renovation Specific
Kitsap County Courthouse Roof Study

Sample	Material	Location	AHERA Type	HM	Result
9139.1-AF-016	Black sealant on parapet cap	North parapet	Misc.	09	
9139.1-AF-017	Rolled composition with white/gray sand finish	North roof walkway	Misc.	10	
9139.1-AF-018	Rolled composition with white/gray sand finish	North roof walkway	Misc.	10	
9139.1-AF-019	Roof Core- built-up roofing with silver coat paint approx. 1.5 inches thick on wood	Center section of lower roof	TSI Misc.	11 silver coat 12 Roof core	
9139.1-AF-020	Silver coat paint	Center section of lower roof	TSI	11	
9139.1-AF-021	Silver coat paint	Center section of lower roof	TSI	11	
9139.1-AF-022	Silver coat paint	Center section of lower roof	TSI	11	
9139.1-AF-023	HVAC duct sealant	Center section of lower roof	Misc.	13	
9139.1-AF-024	HVAC duct sealant	Center section of lower roof	Misc.	13	
9139.1-AF-025	Roof core- built up roofing on concrete, 1 layer	South center roof	Misc.	14	
9139.1-AF-026	Black duct sealant	South section of roof (silver coat roof)	Misc.	15	
9139.1-AF-027	Black duct sealant	South section of roof (silver coat roof)	Misc.	15	
9139.1-AF-028	Black tar vent sealant	Northwest section of roof	Misc.	16	
9139.1-AF-029	Black tar vent sealant	Northwest section of roof	Misc.	16	

CHR = Chrysotile, HM = homogeneous material, Misc. = Miscellaneous, ND = None detect, TSI = Thermal System Insulation,

SEATTLE ASBESTOS TEST

Lynnwood Laboratory: 19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel: 425.673.9850, Cell & Text:206.369.6421, NVLAP Lab Code: 200768-0

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ANALYTICAL LABORATORY REPORT

[PLM] EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; [PLM] EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Attn.: Anthony Fullerton | Client: Med-Tox, Northwest | Address: PO Box 1446, Auburn, WA 98071-1446

Job#: 9139.1 | Batch#: 202410571 | Date Received: 8/12/2024

Samples Rec'd: 29 | Date Analyzed: 8/14/2024 | Samples Analyzed: 29

Project Loc.: Kitsap County Courthouse Roof Study

Xingping Lin

Analyzed by: Steve (Fanyao) Zhang | Approved Signatory: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
1	9139.1-AF-001	1	Silver paint		None detected	Paint, Filler	4	Cellulose
		2	Black asphaltic material with fibrous material		None detected	Asphalt/binder, Filler	26	Synthetic fibers, Cellulose
		3	Black asphaltic material		None detected	Asphalt/binder	2	Cellulose
		4	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	25	Glass fibers
		5	Multi-layered black asphaltic material		None detected	Asphalt/binder	2	Cellulose
		6	Multi-layered black asphaltic material with fibrous material		None detected	Asphalt/binder, Filler	28	Glass fibers, Cellulose
		7	Gray fibrous material		None detected	Filler, Fine particles	85	Cellulose
		8	Yellow foamy material		None detected	Synthetic foam		None detected
		9	Gray fibrous material		None detected	Binder/filler	63	Cellulose
2	9139.1-AF-002	1	Silver paint		None detected	Paint, Filler	4	Cellulose
		2	Black asphaltic material		None detected	Asphalt/binder	3	Cellulose
3	9139.1-AF-003	1	Silver paint		None detected	Paint, Filler	4	Cellulose
		2	Black asphaltic material		None detected	Asphalt/binder	2	Cellulose
4	9139.1-AF-004	1	Silver paint		None detected	Paint, Filler	3	Cellulose
		2	Black asphaltic material		None detected	Asphalt/binder	2	Cellulose
5	9139.1-AF-005	1	White soft/elastic material with paint		None detected	Binder, Filler, Paint	4	Cellulose
		2	Black asphaltic material		None detected	Asphalt/binder	3	Cellulose
		3	Silver paint		None detected	Paint, Filler	4	Cellulose
		4	Black asphaltic material	3	Chrysotile	Asphalt/binder	3	Cellulose
		5	Black asphaltic material with fibrous material		None detected	Asphalt/binder, Filler	30	Glass fibers, Cellulose
		6	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	26	Glass fibers

SEATTLE ASBESTOS TEST

Lynnwood Laboratory: 19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel: 425.673.9850, Cell & Text:206.369.6421, NVLAP Lab Code: 200768-0

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ANALYTICAL LABORATORY REPORT

[PLM] EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; [PLM] EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Attn.: Anthony Fullerton Client: Med-Tox, Northwest Address: PO Box 1446, Auburn, WA 98071-1446

Job#: 9139.1 Batch#: 202410571 Date Received: 8/12/2024

Samples Rec'd: 29 Date Analyzed: 8/14/2024 Samples Analyzed: 29

Project Loc.: Kitsap County Courthouse Roof Study

Xingping Lin Analyzed by: Steve (Fanyao) Zhang

Approved Signatory: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
5	9139.1-AF-005	7	Multi-layered black asphaltic material		None detected	Asphalt/binder	2	Cellulose
		8	Multi-layered black asphaltic material with fibrous material		None detected	Asphalt/binder, Filler	31	Glass fibers, Cellulose
		9	Multi-layered black asphaltic material		None detected	Asphalt/binder	3	Cellulose
		10	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	25	Glass fibers
6	9139.1-AF-006	1	Yellow soft/elastic material		None detected	Binder, Filler	4	Cellulose
7	9139.1-AF-007	1	Yellow soft/elastic material		None detected	Binder, Filler	3	Cellulose
8	9139.1-AF-008	1	Black asphaltic material		None detected	Asphalt/binder	3	Cellulose
		2	Silver paint		None detected	Paint, Filler	4	Cellulose
		3	Black asphaltic material	3	Chrysotile	Asphalt/binder	3	Cellulose
		4	Multi-layered black asphaltic material		None detected	Asphalt/binder	2	Cellulose
		5	Multi-layered black asphaltic material with fibrous material		None detected	Asphalt/binder, Filler	29	Glass fibers, Cellulose
		6	Multi-layered black asphaltic material		None detected	Asphalt/binder	3	Cellulose
		7	Multi-layered black asphaltic fibrous material	18	Chrysotile	Filler, Asphalt, Binder	30	Cellulose
		8	Brown fibrous material		None detected	Binder, Filler, Perlite	85	Cellulose
9	9139.1-AF-009	1	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	25	Glass fibers
10	9139.1-AF-010	1	Black asphaltic fibrous material		None detected	Filler, Asphalt, Binder	70	Cellulose
11	9139.1-AF-011	1	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	26	Glass fibers
12	9139.1-AF-012	1	Black asphaltic fibrous material		None detected	Filler, Asphalt, Binder	68	Cellulose
13	9139.1-AF-013	1	Gray/black asphaltic material		None detected	Asphalt/binder	4	Cellulose
14	9139.1-AF-014	1	Gray/black asphaltic material		None detected	Asphalt/binder	3	Cellulose

SEATTLE ASBESTOS TEST

Lynnwood Laboratory: 19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel: 425.673.9850, Cell & Text:206.369.6421, NVLAP Lab Code: 200768-0

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ANALYTICAL LABORATORY REPORT

[PLM] EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; [PLM] EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Attn.: Anthony Fullerton | Client: Med-Tox, Northwest | Address: PO Box 1446, Auburn, WA 98071-1446

Job#: 9139.1 | Batch#: 202410571 | Date Received: 8/12/2024

Samples Rec'd: 29 | Date Analyzed: 8/14/2024 | Samples Analyzed: 29

Project Loc.: Kitsap County Courthouse Roof Study

Analyzed by: Xingping Lin / Steve (Fanyao) Zhang | Approved Signatory: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
15	9139.1-AF-015	1	Black asphaltic material with woven fibrous material		None detected	Asphalt/binder	13	Cellulose,Glass fibers
16	9139.1-AF-016	1	Silver paint	2	Chrysotile	Paint, Filler	4	Cellulose
		2	Black asphaltic material	2	Chrysotile	Asphalt/binder	2	Cellulose
17	9139.1-AF-017	1	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	26	Glass fibers
18	9139.1-AF-018	1	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	25	Glass fibers
19	9139.1-AF-019	1	Silver paint		None detected	Paint, Filler	4	Cellulose
		2	Black asphaltic material	2	Chrysotile	Asphalt/binder	3	Cellulose
		3	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	26	Glass fibers
		4	Multi-layered black asphaltic material		None detected	Asphalt/binder	2	Cellulose
		5	Multi-layered black asphaltic material with fibrous material		None detected	Asphalt/binder, Filler	31	Glass fibers, Cellulose
		6	Multi-layered black asphaltic material		None detected	Asphalt/binder	3	Cellulose
		7	Black asphaltic material with sand		None detected	Asphalt/binder, Sand	26	Glass fibers
		8	Brown fibrous material		None detected	Binder, Filler, Perlite	85	Cellulose
20	9139.1-AF-020	1	Silver paint		None detected	Paint, Filler	3	Cellulose
		2	Black asphaltic material	2	Chrysotile	Asphalt/binder	2	Cellulose
21	9139.1-AF-021	1	Silver paint		None detected	Paint, Filler	4	Cellulose
		2	Black asphaltic material	2	Chrysotile	Asphalt/binder	3	Cellulose
22	9139.1-AF-022	1	Trace silver paint		None detected	Paint, Filler	3	Cellulose
		2	Black asphaltic material	2	Chrysotile	Asphalt/binder	2	Cellulose
23	9139.1-AF-023	1	Gray soft/elastic material		None detected	Binder, Filler	4	Cellulose
24	9139.1-AF-024	1	Gray soft/elastic material		None detected	Binder, Filler	3	Cellulose

SEATTLE ASBESTOS TEST

Lynnwood Laboratory: 19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel: 425.673.9850, Cell & Text:206.369.6421, NVLAP Lab Code: 200768-0

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ANALYTICAL LABORATORY REPORT

[PLM] EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; [PLM] EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Attn.: Anthony Fullerton | Client: Med-Tox, Northwest | Address: PO Box 1446, Auburn, WA 98071-1446

Job#: 9139.1 | Batch#: 202410571 | Date Received: 8/12/2024

Samples Rec'd: 29 | Date Analyzed: 8/14/2024 | Samples Analyzed: 29

Project Loc.: Kitsap County Courthouse Roof Study

Analyzed by: Xingping Lin / Steve (Fanyao) Zhang | Approved Signatory: Steve (Fanyao) Zhang, President

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-fibrous Components	%	Non-asbestos Fibers
25	9139.1-AF-025	1	White soft/elastic material with paint		**None detected**	Binder, Filler, Paint	4	Cellulose
		2	Black asphaltic material		**None detected**	Asphalt/binder	3	Cellulose
		3	Black asphaltic material with fibrous material		**None detected**	Asphalt/binder, Filler	25	Synthetic fibers, Cellulose
26	9139.1-AF-026	1	Black soft/elastic material		**None detected**	Binder, Filler	7	Cellulose, Polyethylene
27	9139.1-AF-027	1	Black soft/elastic material		**None detected**	Binder, Filler	4	Cellulose
28	9139.1-AF-028	1	Trace silver paint		**None detected**	Paint, Filler	3	Cellulose
		2	Black asphaltic material	**2**	**Chrysotile**	Asphalt/binder	2	Cellulose
29	9139.1-AF-029	1	Black asphaltic material with paint	**2**	**Chrysotile**	Asphalt/binder, Paint	4	Cellulose

SEATTLE ASBESTOS TEST

NVLAP Accreditation Lab Codes: 200768

19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel:425.673.9850, Fax:425.673.9810
4500 9th Ave., NE, Suite 300, Seattle, WA 98105
Website:www.seattleasbestostest.com, Email:admin@seattleasbestostest.com

PLM by Point Count (400 points)

Attention: Anthony Fullerton
Client: Med-Tox, Northwest
Address: PO Box 1446, Auburn, WA 98071-1446

Client Job #: 9139.1
Laboratory Batch #: 202410602
Date Received: 8/14/2024
Samples Received: 2
Date Analyzed: 8/14/2024

Project: Kitsap County Courthouse Roof Study

Sample Requested for Point Count 9139.1-AF-016

Previous Analytical Information

Previously Analyzed by: Xingping Lin
Previous Batch #: 202410571
Previous Lab ID: 16
Previous Description: Silver paint
Layer to be Point Counted: 1
Asbestos Type Found: Chrysotile
Asbestos Percentage Found: 2

Point Count Analytical Procedures New Lab ID: 1

	Asbestos Points	Non-Asbestos Points	Total Points Counted
Slide 1	0	50	50
Slide 2	1	49	50
Slide 3	0	50	50
Slide 4	0	50	50
Slide 5	1	49	50
Slide 6	1	49	50
Slide 7	0	50	50
Slide 8	0	50	50
Total	3	397	400

Point Count Summary Results

Type of Asbestos: Chrysotile
Percentage of Asbestos: 0.75%

Analyzed By: Xingping Lin Reviewed by: Steve Zhang, President

SEATTLE ASBESTOS TEST

NVLAP Accreditation Lab Codes: 200768

19701 Scriber Lake Road, Suite 103, Lynnwood, WA 98036, Tel:425.673.9850, Fax:425.673.9810
4500 9th Ave., NE, Suite 300, Seattle, WA 98105
Website:www.seattleasbestostest.com, Email:admin@seattleasbestostest.com

PLM by Point Count (400 points)

Attention: Anthony Fullerton
Client: Med-Tox, Northwest
Address: PO Box 1446, Auburn, WA 98071-1446

Client Job #: 9139.1
Laboratory Batch #: 202410602
Date Received: 8/14/2024
Samples Received: 2
Date Analyzed: 8/14/2024

Project: Kitsap County Courthouse Roof Study

Sample Requested for Point Count

Previous Analytical Information

Previously Analyzed by: Xingping Lin
Previous Batch #: 202410571
Previous Lab ID: 16
Previous Description: Black asphaltic material
Layer to be Point Counted: 2
Asbestos Type Found: Chrysotile
Asbestos Percentage Found: 2

Point Count Analytical Procedures

New Lab ID: 2

	Asbestos Points	Non-Asbestos Points	Total Points Counted
Slide 1	0	50	50
Slide 2	0	50	50
Slide 3	2	48	50
Slide 4	0	50	50
Slide 5	0	50	50
Slide 6	0	50	50
Slide 7	0	50	50
Slide 8	1	49	50
Total	3	397	400

Point Count Summary Results

Type of Asbestos: Chrysotile
Percentage of Asbestos: 0.75%

Analyzed By: Xingping Lin



Reviewed by: Steve Zhang, President

Certificate of Completion

This is to certify that

Anthony L. Fullerton

has satisfactorily completed
4 hours of online refresher training as an

AHERA Building Inspector

to comply with the training requirements of

TSCA Title II, 40 CFR 763 (AHERA)

EPA Provider # 1085

194704
Certificate Number

Instructor: Tracy Bockla

Aug 29, 2024 Expires in 1 year.
Date(s) of Training

Exam Score: N/A
(if applicable)

Terracon
Explore with us

- Facilities
- Environmental
- Geotechnical
- Materials

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200768-0

Seattle Asbestos Test, LLC

Lynnwood, WA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2023-10-01 through 2024-09-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

APPENDIX F

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

GENERAL SCOPE:

This is a preliminary cost study to explore replacing existing roofing assemblies and address other issues over about 40,000 SF of rooftops at the northwest portion of the Kitsap County District Courthouse in Port Orchard, WA. The proposed scope of work is broken up into six roof areas, and follows what is listed in a Wetherholt & Associates Roof Evaluation report dated 10/22/24. The work also includes mechanical & electrical recommendations as proposed in a Hultz/BHU report, which among other things, suggests replacing existing rooftop HVAC units. This, and other work scope just beyond roofing is a significant reason why the overall $/SF costs in each of the six roof areas is higher than what might be expected.

This cost study does not address any proposed work at the balance of about 85,000 SF of east and south area roofs at the courthouse facility. Based on overall $/SF unit costs of larger Northwest and Southwest area roofs covered in this cost study, while pulling out most of their mechanical & electrical costs, as there does not appear to be nearly as much M&E rooftop equipment in the 85,000 SF of south and east areas, a rough construction cost budget to figure might be about $45/SF for full roofing replacement in those areas. This assumes there would not be significant security logistics to factor in.

The Estimate Summary costs below include a combined 30% general contractor's mark-up to cover general requirements, overhead & profit, bond & insurance, and business & occupation tax, plus the equivalent of a compounded and combined 8% design contingency & construction cost escalation premium. For now, construction is assumed to take place in 2026. Sales tax and other soft costs, such as design fees, permits, third party testing, and owners administration costs are excluded. No change order contingency is figured either. Costs and current scope information is very preliminary and should be treated as such.

INCLUDED:	EXCLUDED:
Roofing replacement and other rooftop improvements over 40,000 SF of roofs.	Any work over about 85,000 SF of east and south area roofs.
Non-friable asbestos abatement premiums in 2), 3) & 4) roof areas	Asbestos abatement in 1), 5) & 6) roof areas.
Provisions for roof deck prep, hoisting and temporary weather protection.	Special noise control premiums, if applicable.
Provisions for dry rot sheathing replacement, wood nailers, and small deck fills.	Dry rot replacement of roof framing members--assumed to be not applicable.
An overbuild at East Central, plus $50 K & $10 K allowances for other supports.	Seismic code upgrades, or other significant structural improvements.
40 year asphalt roofing shingles and a self-adhered membrane underneath.	New mechanical ventilation in asphalt shingle roofing attic space--static only.
Blow-in thermal insul under shingle roofs, and a south gutter with downspouts.	Any new skylights or light monitors.
60 mil fully adhered TPO roofing w/ tapered drainage slopes, cover bd & VB.	Interior work beyond minimal restoration where damaged by new work.
6" thermal rigid insulation under TPO roofs.	New thermal wall insulation; at rooftop gables and penthouses or elsewhere.
New roof flashings, roof drains, overflows, roof hatches, some fall protection.	New roof drain leaders beyond short extensions.
Replacement of rooftop HVAC equipment units, and new curbs.	Replacement or upgrades to existing mechanical controls systems.
Rooftop electrical revamping & replacement as required.	New rooftop lighting or surveillance camera monitoring.
Light sandblasting and treatment of concrete fascias, minimal field painting.	Improvements at exterior walls beyond concrete fascia parapet wall treatment.
General contractor's general requirements, and overhead & profit.	Sales tax, permits, design fees and owner's administration costs.
General contractor's bond & insurance, and B & O tax.	Significant occupied facility work premiums--bulk of work is outside.
A combined 8% design contingency & cost escalation premium.	Construction cost escalation beyond 2026, or a change order contingency.

ESTIMATE SUMMARY:	Quantity	Unit	$$$	Est. Cost	
1) Steep Slope Roofs, Area 1.	1.30	LS	$337,870	$439,231	See Page 2 for Estimate Summary Breakdown.
2) East Central Roof, Area 3.	1.30	LS	$304,680	$396,084	" " " " " " " " " " " "
3) Northeast Roofs, Area 2 (east).	1.30	LS	$382,650	$497,445	" " " " " " " " " " " "
4) Northwest Roofs, Areas 2 (west), 4 & 7.	1.30	LS	$1,166,220	$1,516,086	" " " " " " " " " " " "
5) Southwest Roofs, Area 6.	1.30	LS	$646,725	$840,743	" " " " " " " " " " " "
6) Southeast Roof, Area 5.	1.30	LS	$51,160	$66,508	" " " " " " " " " " " "
TOTAL ESTIMATE MACC:			$2,889,305	**$3,756,097**	$3,756,097

See Page 2 for an Estimate Summary Breakdown

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

	Quantity	Unit	$$$	Est. Cost	
ESTIMATE SUMMARY BREAKDOWN:					
1) Steep Slope Roofs, Area 1					**$439,231**
1.1) Demolition & Prep:	1.30	LS	$59,430	$77,259	See Page 3 for estimate breakdown details.
1.2) New Roofing Assembly:	1.30	LS	$164,460	$213,798	" " " " " " " " " " "
1.3) Possible Structural Upgrades:	1.30	LS	$78,800	$102,440	" " " " " " " " " " "
1.4) Possible Thermal Insulation Upgrades:	1.30	LS	$24,180	$31,434	" " " " " " " " " " "
1.5) Required Mechanical Upgrades:	1.30	LS	$6,800	$8,840	" " " " " " " " " " "
1.6) Recommended Mechanical Upgrades:	1.30	LS	$4,200	$5,460	" " " " " " " " " " "
2) East Central Roof, Area 3					**$396,084**
2.1) Demolition & Prep:	1.30	LS	$17,550	$22,815	See Page 4 for estimate breakdown details.
2.2) New Roofing Assembly:	1.30	LS	$39,670	$51,571	" " " " " " " " " " "
2.3) Structural Roof Overbuild:	1.30	LS	$106,200	$138,060	" " " " " " " " " " "
2.4) Possible Thermal Insulation Upgrades:	1.30	LS	$14,560	$18,928	" " " " " " " " " " "
2.5) Required M & E Upgrades:	1.30	LS	$61,600	$80,080	" " " " " " " " " " "
2.6) Recommended M & E Upgrades:	1.30	LS	$65,100	$84,630	" " " " " " " " " " "
3) Northeast Roofs, Area 2 (east)					**$497,445**
3.1) Demolition & Prep:	1.30	LS	$36,250	$47,125	See Page 5 for estimate breakdown details.
3.2) New Roofing Assembly:	1.30	LS	$101,500	$131,950	" " " " " " " " " " "
3.3) Possible Structural Upgrades:	1.30	LS	$1,000	$1,300	" " " " " " " " " " "
3.4) Possible Thermal Insulation Upgrades:	1.30	LS	$42,200	$54,860	" " " " " " " " " " "
3.5) Required M & E Upgrades:	1.30	LS	$69,500	$90,350	" " " " " " " " " " "
3.6) Recommended M & E Upgrades:	1.30	LS	$132,200	$171,860	" " " " " " " " " " "
4) Northwest Roofs, Areas 2 (west), 4 & 7					**$1,516,086**
4.1) Demolition & Prep:	1.30	LS	$102,310	$133,003	See Page 6 for estimate breakdown details.
4.2) New Roofing Assembly:	1.30	LS	$273,100	$355,030	" " " " " " " " " " "
4.3) Possible Structural Upgrades:	1.30	LS	$2,460	$3,198	" " " " " " " " " " "
4.4) Possible Thermal Insulation Upgrades:	1.30	LS	$124,550	$161,915	" " " " " " " " " " "
4.5) Required M & E Upgrades:	1.30	LS	$188,400	$244,920	" " " " " " " " " " "
4.6) Recommended M & E Upgrades:	1.30	LS	$434,600	$564,980	" " " " " " " " " " "
4.7) Concrete Fascia Treatment:	1.30	LS	$40,800	$53,040	" " " " " " " " " " "
5) Southwest Roofs, Area 6					**$840,743**
5.1) Demolition & Prep:	1.30	LS	$39,225	$50,993	See Page 7 for estimate breakdown details.
5.2) New Roofing Assembly:	1.30	LS	$141,700	$184,210	" " " " " " " " " " "
5.3) Possible Structural Upgrades:	1.30	LS	$12,800	$16,640	" " " " " " " " " " "
5.4) Possible Thermal Insulation Upgrades:	1.30	LS	$58,750	$76,375	" " " " " " " " " " "
5.5) Required M & E Upgrades:	1.30	LS	$120,050	$156,065	" " " " " " " " " " "
5.6) Recommended M & E Upgrades:	1.30	LS	$250,200	$325,260	" " " " " " " " " " "
5.7) Concrete Fascia Treatment:	1.30	LS	$24,000	$31,200	" " " " " " " " " " "
6) Southeast Roof, Area 5					**$66,508**
6.1) Demolition & Prep:	1.30	LS	$4,600	$5,980	See Page 8 for estimate breakdown details.
6.2) New Roofing Assembly:	1.30	LS	$21,500	$27,950	" " " " " " " " " " "
6.3) Possible Structural Upgrades:	1.30	LS	$320	$416	" " " " " " " " " " "
6.4) Possible Thermal Insulation Upgrades:	1.30	LS	$7,840	$10,192	" " " " " " " " " " "
6.5) Required M & E Upgrades:	1.30	LS	$5,200	$6,760	" " " " " " " " " " "
6.6) Recommended M & E Upgrades:	1.30	LS	$4,500	$5,850	" " " " " " " " " " "
6.7) Concrete Fascia Treatment:	1.30	LS	$7,200	$9,360	" " " " " " " " " " "
TOTAL ESTIMATE MACC:			$2,889,305	**$3,756,097**	$3,756,097

The above Estimate Summary Breakdown costs below include a combined 30% general contractor's mark-up to cover general requirements, overhead & profit, bond & insurance, and business & occupation tax, plus the equivalent of a compounded and combined 8% design contingency & construction cost escalation premium. Sales tax and other soft costs, such as design fees, permits, third party testing, and owners administration costs are excluded.

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

	Quantity	Unit	$$$	Est. Cost	
1) STEEP SLOPE ROOFS, Area 1:					**9,300 SF**
Mobilization and project set-up.	1.00	LS	$3,000.00	$3,000.00	A120, allowance for Steep Slope roof work.
Remove existing roofing assembly.	9,300.00	SF	$1.80	$16,740.00	3-tab asphalt composition shingles & felt on 6/12 slopes.
Remove existing flashings and fixtures.	9,300.00	SF	$0.40	$3,720.00	Flashings, gutters, downspouts, vents and small fixtures.
Roof deck prep.	9,300.00	SF	$0.60	$5,580.00	Includes minor roof deck fills, backing & openings.
Add to replace possible rotted roof sheathing.	1,860.00	SF	$7.00	$13,020.00	For now assumes 20% of plywood sheets to be replaced.
Replace deteriorated wood fascias.	360.00	LF	$12.00	$4,320.00	At exposed gables & eaves, new cedar or fiber cement board.
Built-up roofing transitions.	350.00	LF	$24.00	$8,400.00	At steep slope roof edges to adjacent low slope roofs.
Temp. weather protection, clean-up, pick-up.	9,300.00	SF	$0.50	$4,650.00	A120, allowance at Steep Slope roof work.
			1.1) Demolition & Prep:	*$59,430.00*	
New 40 years SBS modified asphalt shingles.	9,300.00	SF	$9.00	$83,700.00	Over Steep Slope roofs with 6/12 pitches and underlayment.
Add for self-adhered underlayment.	9,300.00	SF	$2.80	$26,040.00	Under new asphalt shingle roofing and its underlayment.
Perimeter edge & valley roof flashings.	900.00	LF	$20.00	$18,000.00	A120, perimeter drips, reglects and valley flashings.
Balance of other roof flashings.	1.00	LS	$6,500.00	$6,500.00	Allowance at roof openings, fixtures, wall steps and misc.
New gutters & downspouts.	160.00	LF	$30.00	$4,800.00	At south portion of Area 1 roof only.
Add for high elevation premiums.	1.00	LS	$1,000.00	$1,000.00	New gutter is over two floors up.
New fall protection anchors.	8.00	Ea	$1,000.00	$8,000.00	Allowance at Area 1 roofing, with cuts, blocking & backing.
New gable wall louvers.	9.00	Ea	$500.00	$4,500.00	Allowance at three north & east gables, with cuts & backing.
Supplemental roof venting.	9,300.00	SF	$0.40	$3,720.00	Allowance for ridge vents and possible roof deck vents.
Limited field painting.	5.00	MD	$1,040.00	$5,200.00	At replaced fascia boards, existing gable walls and misc.
Roofing & sheet metal coordination & pick-up.	1.00	LS	$3,000.00	$3,000.00	A120, allowance at steep sloped roofs.
			1.2) New Roofing Assembly:	*$164,460.00*	
Possible attic area structural upgrades.	9,300.00	SF	$6.00	$55,800.00	Allowance to possible beef-up and further brace roof framing.
Add for poor access premiums.	9,300.00	SF	$2.00	$18,600.00	Allowance, best done w/ roof prep & dry rot replacement work.
Possible interior restoration.	4.00	MD	$1,100.00	$4,400.00	Possibly to fix damage from new work, assumed to be minor.
			1.3) Possible Structural Upgrades:	*$78,800.00*	
Blown-in insulation within attic spaces.	9,300.00	SF	$2.60	$24,180.00	Allowance under roof structure, with minor logistics premiums.
			1.4) Possible Thermal Insulation Upgrades:	*$24,180.00*	
Mobilization and project set-up.	1.00	LS	$2,000.00	$2,000.00	Allowance for mechanical work, including a boom truck.
Lifting & reinstallation of large roof vent.	8.00	Hr	$200.00	$1,600.00	Shown in Wetherholt Photos 8 & 9.
New flashings over existing pipe stacks.	1.00	LS	$1,000.00	$1,000.00	Allowance in Area 1 steep sloped roofing work.
Saddle wall flashings at Area 2 & 3 ducts.	2.00	Ea	$1,100.00	$2,200.00	Shown in Wetherholt Photos 2 & 30.
			1.5) Required Mechanical Upgrades:	*$6,800.00*	
Replace existing large roof vent curb.	1.00	LS	$1,200.00	$1,200.00	Allowance, including minor re-framing, WH Photos 8 & 9.
Replace existing large roof vent.	1.00	Ea	$3,000.00	$3,000.00	Premium to replace rather than reuse, WH Photos 8 & 9.
			1.6) Recommended Mechanical Upgrades:	*$4,200.00*	
$36.33			***1) Steep Slope Roofs, Before Mark-Ups:***	***$337,870.00***	

$337,870.00

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

	Quantity	Unit	$$$	Est. Cost	
2) EAST CENTRAL ROOF, Area 3:					**1,500 SF**
Mobilization and project set-up.	1.00	LS	$3,000.00	$3,000.00	A120, allowance for East Central roof work.
Remove existing roofing assembly.	1,500.00	SF	$3.00	$4,500.00	At least two layers of torch-down roofing, no rigid insulation.
Add for asbestos abatement premiums.	1,500.00	SF	$2.50	$3,750.00	Non-friable asbestos containing roofing per Med-Tox report.
Remove existing flashings and fixtures.	1,500.00	SF	$0.60	$900.00	Flashings, vents, small fixtures, misc..
Roof deck prep.	1,500.00	SF	$1.20	$1,800.00	Includes minor roof deck fills, backing & openings.
Add to replace possible rotted roof sheathing.	300.00	SF	$7.00	$2,100.00	For now assumes 20% of plywood sheets to be replaced.
Temp. weather protection, clean-up, pick-up.	1,500.00	SF	$1.00	$1,500.00	A120, allowance at East Central roof work.
			2.1) Demolition & Prep:	*$17,550.00*	
Fully adhered TPO roofing with cover board.	1,500.00	SF	$11.00	$16,500.00	A new 60 mil 30 year warranty membrane in a cut-up area.
Add for tapered drainage crickets.	1,500.00	SF	$5.00	$7,500.00	Over entire roof deck, providing minimal 1/4" to 12" slopes.
Add for underlayment.	1,500.00	SF	$1.30	$1,950.00	Under new roofing cover board.
Wood nailers and other roof carpentry.	3.00	MD	$1,200.00	$3,600.00	At roofing transitions, openings, top of walls and misc.
Perimeter roof flashings.	160.00	LF	$32.00	$5,120.00	Parapet and roofing transition flashings.
Balance of other roof flashings.	1.00	LS	$3,000.00	$3,000.00	Allowance at roof openings, fixtures, wall steps and misc.
Roofing & sheet metal coordination & pick-up.	1.00	LS	$2,000.00	$2,000.00	A120, allowance at East Central roof work.
			2.2) New Roofing Assembly:	*$39,670.00*	
New wood framed roof overbuild.	1,500.00	SF	$30.00	$45,000.00	Field framed and sheathed 2 - 3' over existing roof deck.
Add for transitions at adjacent roofs.	160.00	LF	$20.00	$3,200.00	Built-up parapets & partially covered steep roofs at perimeters.
Bracing & supports to existing structure.	1.00	LS	$50,000.00	$50,000.00	Allowance for existing structure to absorb added loads, TBD.
Add for framed roof openings.	3.00	MD	$1,200.00	$3,600.00	Allowance to accommodate relocated rooftop equipment.
Add to restore existing building.	4.00	MD	$1,100.00	$4,400.00	Fixing damage from structural work, scope to be determined.
			2.3) Structural Roof Overbuild:	*$106,200.00*	
6" thick R-49 rigid insulation.	1,500.00	SF	$8.00	$12,000.00	Under new TPO roofing assembly.
Additional roof perimeter nailers & supports.	160.00	LF	$16.00	$2,560.00	Allowance to accommodate built-up rigid insulation.
			2.4) Possible Thermal Insulation Upgrades:	*$14,560.00*	
Mobilization and project set-up.	1.00	LS	$2,000.00	$2,000.00	Allowance for mechanical work, including a large boom truck.
New roof drains and partial leaders.	4.00	Ea	$1,100.00	$4,400.00	Existing drains replaced, leaders extend to existing.
New roof drainage overflows.	1.00	LS	$2,000.00	$2,000.00	Allowance, some possibly dispersed onto adjacent roofs.
Lifting & reinstallation of mid-sized equipment.	4.00	Ea	$6,000.00	$24,000.00	Heat pumps & condenser, shown in Wetherholt Photos 1 & 6.
Add for new HVAC equipment curbs.	4.00	Ea	$1,500.00	$6,000.00	Allowance at mid-sized rooftop equipment.
Add for mid-size duct & piping extensions.	2.00	LS	$3,500.00	$7,000.00	Allowance from existing locations to roof overbuild deck.
Lifting & reinstallation of smaller equipment.	2.00	Ea	$1,500.00	$3,000.00	Rooftop fans, shown in Wetherholt Photos 4, 6 & 9.
Add for new HVAC equipment curbs.	2.00	Ea	$750.00	$1,500.00	Allowance at smaller rooftop equipment.
Add for small fixture duct extensions.	2.00	LS	$600.00	$1,200.00	Allowance from existing locations to roof overbuild deck.
Add for electrical disconnects & reconnects.	6.00	Ea	$600.00	$3,600.00	Allowance at relocated rooftop equipment, with extensions.
Other rooftop electrical revamping.	2.00	MD	$1,600.00	$3,200.00	Other rooftop conduits, boxes & switches relocated/replaced.
New flashings over existing pipe stacks.	1.00	LS	$500.00	$500.00	Allowance in East Central roofing work.
Saddle wall flashings at Area 3 duct.	1.00	Ea	$1,000.00	$1,000.00	Shown in Wetherholt Photo 17.
Possible additional interior restoration.	2.00	MD	$1,100.00	$2,200.00	Beyond structural work restoration, assumed to be minor.
			2.5) Required Mechanical & Electrical Upgrades:	*$61,600.00*	
Premium to replace mid-sized HVAC units.	4.00	Ea	$12,000.00	$48,000.00	New heat pumps and condenser units, to be sized.
Premium to replace smaller HVAC units.	2.00	Ea	$1,200.00	$2,400.00	New rooftop fans, to be sized.
Additional controls revamping & testing.	1.00	LS	$8,000.00	$8,000.00	Premium at new rooftop equipment
Additional electrical work.	6.00	Ea	$750.00	$4,500.00	" " " " " " " " "
Possible additional interior restoration.	2.00	MD	$1,100.00	$2,200.00	Beyond structural & required plumbing work restoration.
			2.6) Recommended Mechanical & Electrical Upgrades:	*$65,100.00*	
$203.12			***2) East Central Roof Before Mark-Ups:***	***$304,680.00***	
					$304,680.00

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

	Quantity	Unit	$$$	Est. Cost	
3) NORTHEAST ROOFS, Area 2 (east):					**5,000 SF**
Mobilization and project set-up.	1.00	LS	$2,500.00	$2,500.00	A120, allowance for Northeast roof work.
Remove existing roofing assembly.	5,000.00	SF	$2.00	$10,000.00	At least two layers of built-up hot tar roofing, no rigid insul.
Add for asbestos abatement premiums.	5,000.00	SF	$1.80	$9,000.00	Non-friable asbestos containing roofing per Med-Tox report.
Remove existing flashings and fixtures.	5,000.00	SF	$0.55	$2,750.00	Flashings, vents, roof hatch, small fixtures, misc..
Roof deck prep.	5,000.00	SF	$0.60	$3,000.00	Includes minor roof deck fills, backing & openings.
Add to replace possible rotted roof sheathing.	1,000.00	SF	$6.50	$6,500.00	For now assumes 20% of plywood sheets to be replaced.
Temp. weather protection, clean-up, pick-up.	5,000.00	SF	$0.50	$2,500.00	A120, allowance at Area A2 Central roof work.
			3.1) Demolition & Prep:		*$36,250.00*
Fully adhered TPO roofing with cover board.	5,000.00	SF	$9.00	$45,000.00	A new 60 mil 30 year warranty membrane.
Add for tapered drainage crickets.	5,000.00	SF	$3.00	$15,000.00	Over portions of roof deck, minimal 1/4" to 12" slopes.
Add for underlayment.	5,000.00	SF	$1.10	$5,500.00	Under new roofing cover board.
Wood nailers and other roof carpentry.	6.00	MD	$1,200.00	$7,200.00	At roofing transitions, openings, top of walls and misc.
Perimeter roof flashings.	480.00	LF	$30.00	$14,400.00	Parapet and roofing transition flashings.
Balance of other roof flashings.	1.00	LS	$4,000.00	$4,000.00	Allowance at roof openings, fixtures and misc.
New roof hatch.	1.00	Ea	$2,400.00	$2,400.00	Replaces existing in Wetherholt Photo 24.
Possible new static vents.	1.00	LS	$5,000.00	$5,000.00	Allowance, replacing existing.
Roofing & sheet metal coordination & pick-up.	1.00	LS	$3,000.00	$3,000.00	A120, allowance at Northeast roof work.
			3.2) New Roofing Assembly:		*$101,500.00*
Possible minor structural repairs.	5,000.00	SF	$0.20	$1,000.00	A token allowance, assumed to be minor.
			3.3) Possible Structural Upgrades:		*$1,000.00*
6" thick R-49 rigid insulation.	5,000.00	SF	$7.00	$35,000.00	Under new TPO roofing assembly.
Additional roof perimeter nailers & supports.	480.00	LF	$15.00	$7,200.00	Allowance to accommodate built-up rigid insulation.
			3.4) Possible Thermal Insulation Upgrades:		*$42,200.00*
Mobilization and project set-up.	1.00	LS	$2,000.00	$2,000.00	Allowance for mechanical work, including a large boom truck.
New roof drain and partial leader.	1.00	Ea	$1,100.00	$1,100.00	Existing drain replaced, leaders extend to existing.
New roof drains & leaders.	3.00	LS	$4,000.00	$12,000.00	Allowance, to be laid out their routes located.
New roof drainage overflows.	1.00	LS	$6,000.00	$6,000.00	Allowance, some possibly dispersed through scuppers.
Lifting & reinstallation of a large HVAC unit.	1.00	Ea	$20,000.00	$20,000.00	A large packaged HVAC rooftop unit per WH Photos 9 & 21.
Add for a new large HVAC equipment curb.	1.00	Ea	$10,000.00	$10,000.00	For a large new packaged HVAC unit, WH Photos 9 & 21.
Add for duct & piping extensions.	1.00	LS	$6,000.00	$6,000.00	Allowance from existing locations to a slightly raised elevation.
Add for electrical disconnects & reconnects.	6.00	Ea	$600.00	$3,600.00	Allowance at reinstalled rooftop equipment, with extensions.
Other rooftop electrical revamping.	1.00	MD	$1,600.00	$1,600.00	Allowance, assumed to be minor.
New flashings over existing pipe stacks.	1.00	LS	$600.00	$600.00	Allowance in Northeast roofing work.
Possible additional interior restoration.	6.00	MD	$1,100.00	$6,600.00	Allowance, primarily for new roof drain and overflow work.
			3.5 Required Mechanical & Electrical Upgrades:		*$69,500.00*
Premium to replace large HVAC unit.	1.00	Ea	$100,000.00	$100,000.00	Allowance, based on Wetherholt Photos 9 & 21.
Additional controls revamping & testing.	1.00	LS	$20,000.00	$20,000.00	At a large replaced packaged HVAC rooftop unit.
Additional electrical work.	1.00	LS	$10,000.00	$10,000.00	" " " " " " " " " " " "
Possible additional interior restoration.	2.00	MD	$1,100.00	$2,200.00	Beyond structural & required plumbing work restoration.
			3.6) Recommended Mechanical & Electrical Upgrades:		*$132,200.00*
$76.53			***3) Northeast Roofs Before Mark-Ups:***		***$382,650.00***
					$382,650.00

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

	Quantity	Unit	$$$	Est. Cost	
4) NORTHWEST ROOFS, Areas 2 (west), 4 & 7:					**16,400 SF**
Mobilization and project set-up.	1.00	LS	$3,500.00	$3,500.00	A120, allowance for Northwest roof work.
Remove existing roofing assembly.	16,400.00	SF	$1.90	$31,160.00	At least two layers of built-up hot tar roofing, no rigid insul.
Add for asbestos abatement premiums.	16,400.00	SF	$1.70	$27,880.00	Non-friable asbestos containing roofing per Med-Tox report.
Remove existing flashings and fixtures.	16,400.00	SF	$0.50	$8,200.00	Flashings, vents, roof hatch, small fixtures, misc..
Roof deck prep.	16,400.00	SF	$0.60	$9,840.00	Includes minor roof deck fills, backing & openings.
Add to replace possible rotted roof sheathing.	2,460.00	SF	$6.50	$15,990.00	For now assumes 15% of plywood sheets to be replaced.
Temp. weather protection, clean-up, pick-up.	16,400.00	SF	$0.35	$5,740.00	A120, allowance at Area A2 Central roof work.
			4.1) Demolition & Prep:	*$102,310.00*	
Fully adhered TPO roofing with cover board.	16,400.00	SF	$8.75	$143,500.00	A new 60 mil 30 year warranty membrane.
Add for tapered drainage crickets.	16,400.00	SF	$3.00	$49,200.00	Over portions of roof deck, minimal 1/4" to 12" slopes.
Add for underlayment.	16,400.00	SF	$1.00	$16,400.00	Under new roofing cover board.
Wood nailers and other roof carpentry.	12.00	MD	$1,200.00	$14,400.00	At roofing transitions, openings, top of walls and misc.
Perimeter roof flashings.	650.00	LF	$30.00	$19,500.00	Parapet and roofing transition flashings.
Balance of other roof flashings.	1.00	LS	$10,000.00	$10,000.00	Allowance at roof openings, fixtures and misc.
New roof hatch.	1.00	Ea	$2,400.00	$2,400.00	Replaces existing in Wetherholt Photo 36.
Possible new static vents.	1.00	LS	$9,500.00	$9,500.00	Allowance, replacing existing.
Relocation of solar panels and antenna.	2.00	Ea	$1,600.00	$3,200.00	Rooftop fixtures in Wetherholt Photos 30 & 41, w/ new curbs.
Roofing & sheet metal coordination & pick-up.	1.00	LS	$5,000.00	$5,000.00	A120, allowance at Northwest roof work.
			4.2) New Roofing Assembly:	*$273,100.00*	
Possible minor structural repairs.	16,400.00	SF	$0.15	$2,460.00	A token allowance, assumed to be minor.
			4.3) Possible Structural Upgrades:	*$2,460.00*	
6" thick R-49 rigid insulation.	16,400.00	SF	$7.00	$114,800.00	Under new TPO roofing assembly.
Additional roof perimeter nailers & supports.	650.00	LF	$15.00	$9,750.00	Allowance to accommodate built-up rigid insulation.
			4.4) Possible Thermal Insulation Upgrades:	*$124,550.00*	
Mobilization and project set-up.	1.00	LS	$2,000.00	$2,000.00	Allowance for mechanical work, including a large boom truck.
New roof drains and short extensions.	8.00	Ea	$600.00	$4,800.00	Existing drains replaced, possibly raised with rigid insulation.
New roof drainage overflows.	1.00	LS	$7,500.00	$7,500.00	Allowance, via suppers, including at elevator penthouse.
Lift & reinstall extra-large HVAC units.	2.00	Ea	$25,000.00	$50,000.00	Assumed to be over 10,000# each, WH Photos 2, 4, 6 & 14.
Add for new HVAC equipment curbs.	2.00	Ea	$14,000.00	$28,000.00	For a extra-large packaged HVAC units, WH Photos 6 & 14.
Possible gas piping/hydronics revamping.	2.00	LS	$7,500.00	$15,000.00	Allowance at extra-large reinstalled HVAC units.
Lifting & reinstallation of mid-sized equipment.	4.00	Ea	$6,000.00	$24,000.00	Packaged heat pumps, shown in Wetherholt Photos 26 & 32.
Add for new HVAC equipment curbs.	4.00	Ea	$1,500.00	$6,000.00	Allowance at mid-sized rooftop equipment.
Lifting & reinstallation of smaller equipment.	2.00	Ea	$1,500.00	$3,000.00	Rooftop fan & condenser, shown in WH Photos 19 & 12.
Add for new HVAC equipment curbs.	2.00	Ea	$600.00	$1,200.00	Allowance at smaller rooftop equipment.
Add for electrical disconnects & reconnects.	16.00	MD	$1,650.00	$26,400.00	Allowance at reinstalled rooftop equipment, with extensions.
Other rooftop electrical revamping.	5.00	MD	$1,600.00	$8,000.00	Allowance, assumed to be minor.
New flashings over existing pipe stacks.	1.00	LS	$1,500.00	$1,500.00	Allowance in Northwest roofing work.
Possible additional interior restoration.	10.00	MD	$1,100.00	$11,000.00	Allowance, assumed to be relatively minor.
			4.5 Required Mechanical & Electrical Upgrades:	*$188,400.00*	
Premium to replace extra-large HVAC units.	2.00	Ea	$140,000.00	$280,000.00	Allowance, based on Wetherholt Photos 2, 4, 6 & 14.
Premium to replace mid-sized HVAC units.	4.00	Ea	$16,000.00	$64,000.00	New packaged heat pumps, to be sized.
Premium to replace smaller HVAC units.	2.00	Ea	$2,000.00	$4,000.00	New rooftop fans, to be sized.
Additional controls revamping & testing.	1.00	LS	$60,000.00	$60,000.00	At replaced packaged HVAC rooftop units.
Additional electrical work.	1.00	LS	$20,000.00	$20,000.00	" " " " " " " " " " "
Possible additional interior restoration.	6.00	MD	$1,100.00	$6,600.00	Allowance, assumed to be relatively minor.
			4.6) Recommended Mechanical & Electrical Upgrades:	*$434,600.00*	
Treatment of upper wall concrete fascias.	340.00	LF	$100.00	$34,000.00	A light sandblast, clean & water repellents, WH Photos 6 & 7.
Add for high elevation premiums.	340.00	LF	$20.00	$6,800.00	Two floor high, mostly done from a telescoping cherry-picker.
			4.7) Fascia Façade Treatment:	*$40,800.00*	
$71.11			***4) Northwest Roofs Before Mark-Ups:***	***$1,166,220.00***	

$1,166,220.00

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

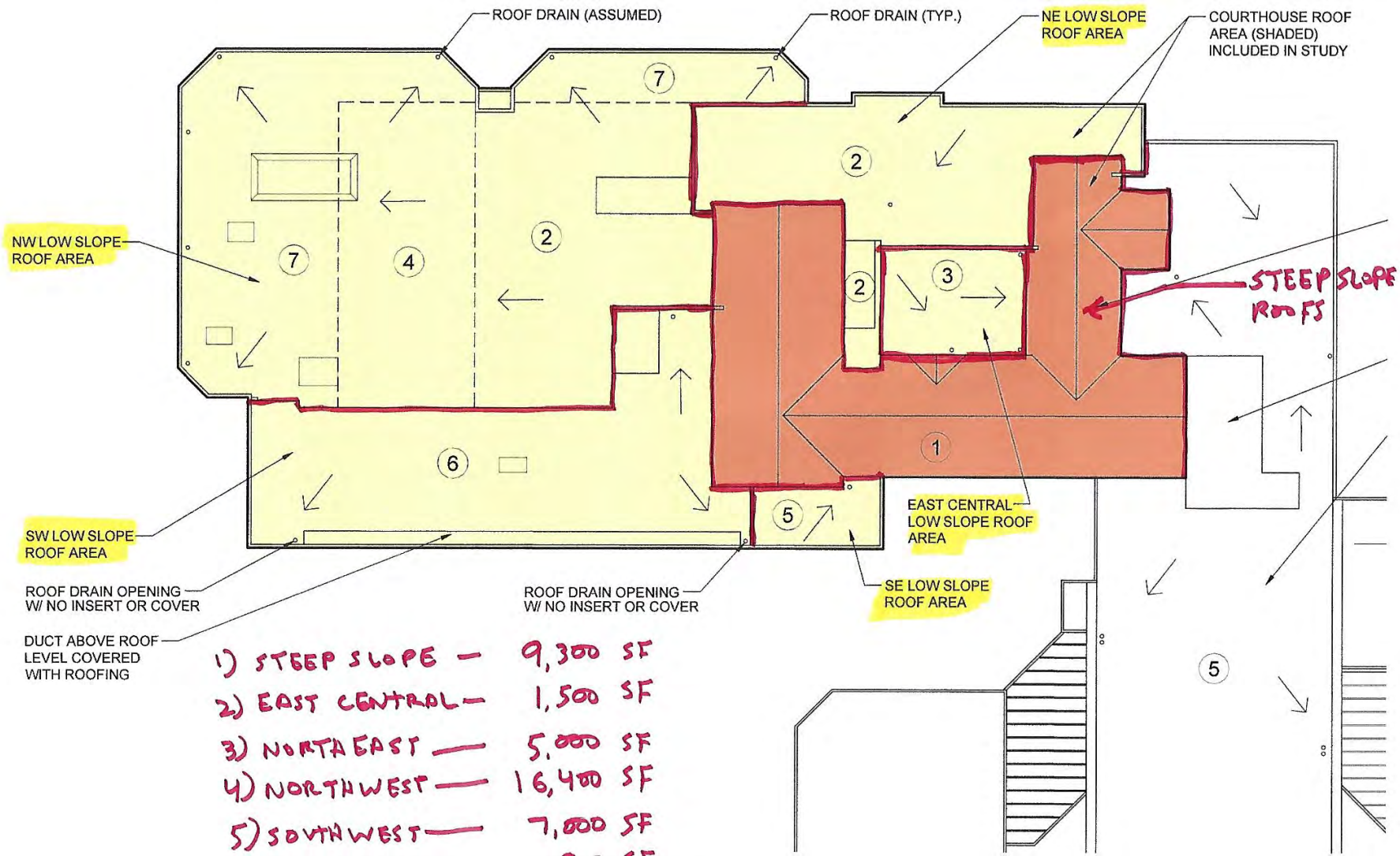
	Quantity	Unit	$$$	Est. Cost	
5) SOUTHWEST ROOFS, Area 6:					**7,000 SF**
Mobilization and project set-up.	1.00	LS	$3,000.00	$3,000.00	A120, allowance for Southwest roof work.
Remove existing roofing assembly.	7,000.00	SF	$2.50	$17,500.00	At least two layers of roofing, with rigid insulation.
Remove existing flashings and fixtures.	7,000.00	SF	$0.50	$3,500.00	Flashings, vents, small fixtures, misc..
Roof deck prep.	7,000.00	SF	$0.80	$5,600.00	Includes minor roof deck fills, backing & openings.
Add to replace possible rotted roof sheathing.	1,050.00	SF	$6.50	$6,825.00	For now assumes 15% of plywood sheets to be replaced.
Temp. weather protection, clean-up, pick-up.	7,000.00	SF	$0.40	$2,800.00	A120, allowance at Area A2 Central roof work.
			5.1) Demolition & Prep:	*$39,225.00*	
Fully adhered TPO roofing with cover board.	7,000.00	SF	$9.00	$63,000.00	A new 60 mil 30 year warranty membrane.
Add for tapered drainage crickets.	7,000.00	SF	$3.50	$24,500.00	Over portions of roof deck, minimal 1/4" to 12" slopes.
Add for underlayment.	7,000.00	SF	$1.00	$7,000.00	Under new roofing cover board.
Wood nailers and other roof carpentry.	6.00	MD	$1,200.00	$7,200.00	At roofing transitions, openings, top of walls and misc.
Perimeter roof flashings.	650.00	LF	$30.00	$19,500.00	Parapet and roofing transition flashings.
Balance of other roof flashings.	1.00	LS	$6,000.00	$6,000.00	Allowance at roof openings, fixtures and misc.
Possible new static vents.	1.00	LS	$9,500.00	$9,500.00	Allowance, replacing existing.
Roofing & sheet metal coordination & pick-up.	1.00	LS	$5,000.00	$5,000.00	A120, allowance at Southwest roof work.
			5.2) New Roofing Assembly:	*$141,700.00*	
Possible reinforcement at large HVAC unit.	1.00	LS	$10,000.00	$10,000.00	Allowance at tall HVAC unit, Wetherholt Photos 32 & 33.
Possible minor structural repairs.	7,000.00	SF	$0.40	$2,800.00	A token allowance, assumed to be minor.
			5.3) Possible Structural Upgrades:	*$12,800.00*	
6" thick R-49 rigid insulation.	7,000.00	SF	$7.00	$49,000.00	Under new TPO roofing assembly.
Additional roof perimeter nailers & supports.	650.00	LF	$15.00	$9,750.00	Allowance to accommodate built-up rigid insulation.
			5.4) Possible Thermal Insulation Upgrades:	*$58,750.00*	
Mobilization and project set-up.	1.00	LS	$2,000.00	$2,000.00	Allowance for mechanical work, including a large boom truck.
New roof drain and short extension.	1.00	Ea	$600.00	$600.00	Existing drain replaced, possibly raised with rigid insulation.
New roof drainage overflows.	1.00	LS	$7,000.00	$7,000.00	Allowance, via suppers, both new and replaced.
Lift & reinstall extra-large HVAC unit.	1.00	Ea	$30,000.00	$30,000.00	High, assumed to be over 10,000#, WH Photos 32 & 33.
Add for new HVAC equipment curb.	1.00	Ea	$14,000.00	$14,000.00	For a extra-large packaged HVAC unit, WH Photos 32 & 33.
Possible gas piping/hydronics revamping.	1.00	LS	$7,500.00	$7,500.00	Allowance at extra-large reinstalled HVAC unit.
Lifting & reinstallation of mid-sized equipment.	1.00	Ea	$6,000.00	$6,000.00	Packaged heat pump, shown in Wetherholt Photo 22.
Add for new HVAC equipment curb.	1.00	Ea	$1,500.00	$1,500.00	Allowance at mid-sized rooftop HVAC unit.
Add to replace rooftop ductwork.	1.00	LS	$20,000.00	$20,000.00	From south duct chase to md-size unit, WH Photos 22 - 25.
Lifting & reinstallation of smaller equipment.	4.00	Ea	$1,000.00	$4,000.00	Rooftop fans and misc, Wetherholt Photos 27 & 28.
Add for new HVAC equipment curbs.	4.00	Ea	$600.00	$2,400.00	Allowance at smaller rooftop equipment.
Add for electrical disconnects & reconnects.	9.00	MD	$1,650.00	$14,850.00	Allowance at reinstalled rooftop equipment, with extensions.
Other rooftop electrical revamping.	3.00	MD	$1,600.00	$4,800.00	Allowance, assumed to be minor.
New flashings over existing pipe stacks.	1.00	LS	$1,000.00	$1,000.00	Allowance in Southwest roofing work.
Possible additional interior restoration.	4.00	MD	$1,100.00	$4,400.00	Allowance, assumed to be relatively minor.
			5.5 Required Mechanical & Electrical Upgrades:	*$120,050.00*	
Premium to replace extra-large HVAC unit.	1.00	Ea	$140,000.00	$140,000.00	Allowance, based on Wetherholt Photos 32 & 33.
Premium to replace mid-sized HVAC unit.	4.00	Ea	$16,000.00	$64,000.00	New packaged heat pump, to be sized, Wetherholt Photo 22.
Premium to replace smaller HVAC units.	4.00	Ea	$1,500.00	$6,000.00	New rooftop fans and misc, to be sized.
Additional controls revamping & testing.	1.00	LS	$30,000.00	$30,000.00	At replaced packaged HVAC rooftop units.
Additional electrical work.	1.00	LS	$8,000.00	$8,000.00	" " " " " " " " " " "
Possible additional interior restoration.	2.00	MD	$1,100.00	$2,200.00	Allowance, assumed to be relatively minor.
			5.6) Recommended Mechanical & Electrical Upgrades:	*$250,200.00*	
Treatment of upper wall concrete fascias.	200.00	LF	$100.00	$20,000.00	A light sandblast, clean & water repellents, WH Photos 2 & 6.
Add for high elevation premiums.	200.00	LF	$20.00	$4,000.00	Two floor high, mostly done from a telescoping cherry-picker.
			5.7) Fascia Façade Treatment:	*$24,000.00*	
$92.39			***5) Southwest Roofs Before Mark-Ups:***	***$646,725.00***	

$646,725.00

KITSAP COUNTY COURTHOUSE ROOF
PROJECT DEVELOPMENT STUDY

	Quantity	Unit	$$$	Est. Cost	
6) SOUTHEAST ROOF, Area 5:					**800 SF**
Mobilization and project set-up.	1.00	LS	$1,000.00	$1,000.00	A120, allowance for Southwest roof work.
Remove existing roofing assembly.	800.00	SF	$2.00	$1,600.00	One layer of torch-down roofing, no rigid insulation.
Remove existing flashings and fixtures.	800.00	SF	$0.50	$400.00	Flashings, conduits, small fixtures, misc..
Roof deck prep.	800.00	SF	$1.50	$1,200.00	Includes minor roof deck fill and misc.
Temp. weather protection, clean-up, pick-up.	800.00	SF	$0.50	$400.00	A120, allowance at Area A2 Central roof work.
			6.1) Demolition & Prep:	*$4,600.00*	
Fully adhered TPO roofing with cover board.	800.00	SF	$9.00	$7,200.00	A new 60 mil 30 year warranty membrane.
Add for tapered drainage crickets.	800.00	SF	$3.50	$2,800.00	Over portions of roof deck, minimal 1/4" to 12" slopes.
Add for underlayment.	800.00	SF	$1.00	$800.00	Under new roofing cover board.
Wood nailers and other roof carpentry.	1.00	MD	$1,200.00	$1,200.00	At roofing transitions, openings, top of walls and misc.
Perimeter roof flashings.	140.00	LF	$30.00	$4,200.00	Parapet and roofing transition flashings.
Balance of other roof flashings.	1.00	LS	$2,000.00	$2,000.00	Allowance at roof openings, fixtures and misc.
Relocation of solar panels.	1.00	Ea	$1,800.00	$1,800.00	Rooftop fixture in Wetherholt Photos 12 & 13, w/ new curbs.
Roofing & sheet metal coordination & pick-up.	1.00	LS	$1,500.00	$1,500.00	A120, allowance at Southeast roof work.
			6.2) New Roofing Assembly:	*$21,500.00*	
Possible minor structural repairs.	800.00	SF	$0.40	$320.00	A token allowance, assumed to be minor.
			6.3) Possible Structural Upgrades:	*$320.00*	
6" thick R-49 rigid insulation.	800.00	SF	$7.00	$5,600.00	Under new TPO roofing assembly.
Additional roof perimeter nailers & supports.	140.00	LF	$16.00	$2,240.00	Allowance to accommodate built-up rigid insulation.
			6.4) Possible Thermal Insulation Upgrades:	*$7,840.00*	
New roof drain and short extension.	1.00	Ea	$600.00	$600.00	Existing drain replaced, possibly raised with rigid insulation.
New roof drainage overflows.	1.00	LS	$1,600.00	$1,600.00	Allowance, via suppers, both new and replaced.
Revamping of existing solar service lines.	1.00	LS	$1,200.00	$1,200.00	Allowance, following Wetherholt Photos 11 & 14.
Rooftop electrical revamping.	1.00	MD	$1,600.00	$1,600.00	At existing rooftop conduits & misc, WH Photos 16 & 18.
New flashings over existing pipe stacks.	1.00	LS	$200.00	$200.00	Allowance in Southeast roofing work.
			6.5 Required Mechanical & Electrical Upgrades:	*$5,200.00*	
Premium to replace solar service lines.	1.00	LS	$3,000.00	$3,000.00	Allowance, following Wetherholt Photos 11 & 14.
Premium to replace electrical conduits	1.00	LS	$1,500.00	$1,500.00	Allowance, following Wetherholt Photos 16 & 18.
			6.6) Recommended Mechanical & Electrical Upgrades:	*$4,500.00*	
Treatment of upper wall concrete fascias.	60.00	LF	$100.00	$6,000.00	A light sandblast, clean & water repellents, WH Photos 6 & 7.
Add for high elevation premiums.	60.00	LF	$20.00	$1,200.00	Two floor high, mostly done from a telescoping cherry-picker.
			6.7) Fascia Façade Treatment:	*$7,200.00*	
$63.95			***6) Southeast Roof Before Mark-Ups:***	***$51,160.00***	
					$51,160.00

ASSUMED ESTIMATE ROOF AREAS



Rose Environmental

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May 29, 2026

Mr. Dee Tittle
Office Support Coordinator
Public Works – Capital Facilities Division
614 Division Street
Port Orchard, WA 98366
Phone: 360.337.5762
Email: dtuttle@kitsap.gov

Subject: Asbestos Inspection Report, Sheriff's Office (Jail) Roof and Courthouse Basement Server Room, 614 Division Street, Port Orchard

Dear Dee:

On May 14, 2026, Rose Environmental conducted a survey for suspect asbestos-containing materials at (1) the Kitsap County Sheriff's Office (Jail) roof and (2) the Courthouse Basement Server Room, both located at 614 Division Street in Port Orchard, Washington. The purpose of the inspection was to assess whether building materials contained asbestos prior to future renovation projects.

ASBESTOS SAMPLING – METHODS & RESULTS

Landon Kelln, Industrial Hygienist with Rose, is an EPA Asbestos Hazard Emergency Response Act (AHERA)-accredited Building Inspector (Certification #190935, Expiration Date: October 2026). Rose Environmental collected samples of suspect asbestos-containing materials; the samples were collected full depth to the surface of the underlying substrate.

Asbestos Laboratory Analysis

The bulk samples collected were submitted under strict chain of custody procedures to EMSL Laboratories, a qualified independent laboratory for analysis. EMSL Laboratories is a member of the National Voluntary Laboratory Accreditation Program.

The asbestos samples were analyzed using polarized light microscopy (PLM) with dispersion staining in accordance with US EPA method 600/R-93/116 as specified in 40 CFR Chapter I (7-1-93 edition) Part 763, Subpart F, Appendix A, pages 499-504. Polarizing light microscopy quantifies asbestos concentrations at between 100% and 1% detection levels. Levels below 1% can only be stated as "trace."

Asbestos Sampling Results – 614 Division Street, Port Orchard
Survey Date: May 14, 2026

Sample ID	Material Description	Location	Asbestos Content	Estimated Quantity
Non-Asbestos Containing Materials				
0514-1	White Roof Membrane, Black Shingle, Black Roofing Tar, and White Insulating Foam	Roof – West Side	NAD	NA
0514-2	White Roof Membrane, Black Shingle, Black Roofing Tar, and White Insulating Foam	Roof – Center	NAD	NA
0514-3	White Roof Membrane, Black Shingle, Black Roofing Tar, and White Insulating Foam	Roof – North Side	NAD	NA
0514-4	Beige Sealant	Roof - Center Capped Exhaust	NAD	NA
0514-5	Light Grey Sealant	Roof - SW HVAC	NAD	NA
0514-6	Dark Grey Sealant	Roof – SW HVAC	NAD	NA
0514-7	Grey Concrete	Server Room – West Wall	NAD	NA
0514-8	White GWB	NE Corner of Room South of Server Room	NAD	NA

Note: GWB = gypsum wallboard NAD = No asbestos detected NA = Not Applicable

Asbestos-containing materials were not identified within the scope of this survey. If suspect asbestos-containing materials are discovered during future renovation or demolition activities, testing should be performed prior to impact. Materials not sampled may contain asbestos and should be tested to verify asbestos content prior to impact through renovation, demolition, etc. The following materials tested negative based on ASHARA sampling minimums and testing by an NVLAP participating laboratory.

CONCLUSION

Results of Rose Environmental's May 14, 2026 site survey confirmed the absence of asbestos-containing materials within tested areas of theKitsap County Sheriff's Office (Jail) roof and the Courthouse Basement Server Room

Limitations of Survey

Hazardous materials inspections are non-comprehensive by nature and our assessment is limited to only those locations inspected and sampled. This survey was not designed to identify all potential concerns or eliminate all risk associated with abatement. No warranty, express or implied, is made.

Rose Environmental LLC is not responsible for materials which require destructive means to access, or materials which are hidden from sight, those materials hidden behind walls, or materials which cannot be found with reasonable diligence.

Respectfully,



Landon Kelln
Industrial Hygienist
Rose Environmental LLC

Reviewed by,



Martin Rose, CIH, CSP
Principal/Senior Consultant
Rose Environmental LLC

Attachments: EMSL Lab Report 512601274

EMSL Analytical, Inc.
5900 4th Avenue S, Suite 100, 1st Floor Seattle, WA 98108
Tel/Fax: (206) 269-6310 / (206) 900-8789
http://www.emsl.com / seattlelab@emsl.com

EMSL Order: 512601274
Customer ID: RSEE42
Customer PO:
Project ID:

Attention: Landon Kelln
Rose Environmental LLC
6715 Greenwood Ave N
Seattle, WA 98103

Project: 14897

Phone: (206) 679-0699
Fax:
Received Date: 05/14/2026 4:00 PM
Analysis Date: 05/15/2026
Collected Date: 05/14/2026

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
0514-1-Membrane *512601274-0001*	Roof Material, West Side, Roof	White/Black Fibrous Homogeneous	60% Synthetic	40% Non-fibrous (Other)	None Detected
0514-1-Shingle *512601274-0001A*	Roof Material, West Side, Roof	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
0514-1-Tar *512601274-0001B*	Roof Material, West Side, Roof	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-1-Foam *512601274-0001C*	Roof Material, West Side, Roof	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-2-Sealant *512601274-0002*	Roof Material, Center, Roof	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-2-Membrane *512601274-0002A*	Roof Material, Center, Roof	White/Black Fibrous Homogeneous	60% Synthetic	40% Non-fibrous (Other)	None Detected
0514-2-Shingle *512601274-0002B*	Roof Material, Center, Roof	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
0514-2-Tar *512601274-0002C*	Roof Material, Center, Roof	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-2-Foam *512601274-0002D*	Roof Material, Center, Roof	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-2-Fibrous Material *512601274-0002E*	Roof Material, Center, Roof	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
0514-3-Membrane *512601274-0003*	Roof Material, North Side, Roof	White/Black Fibrous Homogeneous	60% Synthetic	40% Non-fibrous (Other)	None Detected
0514-3-Shingle *512601274-0003A*	Roof Material, North Side, Roof	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
0514-3-Tar *512601274-0003B*	Roof Material, North Side, Roof	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-3-Foam *512601274-0003C*	Roof Material, North Side, Roof	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-4 *512601274-0004*	Beige Sealant, Center Capped Exhaust, Roof	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-5 *512601274-0005*	Light Grey Sealant, SW HVAC, Roof	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 05/15/2026 16:42:05

EMSL Analytical, Inc.
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EMSL Order: 512601274
Customer ID: RSEE42
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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
0514-6 *512601274-0006*	Dark Grey Sealant, SW HVAC, Roof	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
0514-7-Concrete 1 *512601274-0007*	Concrete, W Wall, Server Room	White Non-Fibrous Homogeneous		10% Quartz 10% Ca Carbonate 80% Non-fibrous (Other)	None Detected
0514-7-Concrete 2 *512601274-0007A*	Concrete, W Wall, Server Room	Gray Non-Fibrous Homogeneous		20% Quartz 80% Non-fibrous (Other)	None Detected
0514-8-Joint Compound *512601274-0008*	GWB, NE Corner, Room S of Server Room	White Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
0514-8-Gypsum Wallboard *512601274-0008A*	GWB, NE Corner, Room S of Server Room				**Layer Not Present**

Analyst(s)
Joey DeCaro (15)
Sophie Wammer (5)

Ehrin Stephens, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Seattle, WA NVLAP Lab Code 200613, CA 2733, WA C1025

Initial report from: 05/15/2026 16:42:05


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Rose Environmental

6715 Greenwood Avenue North
Seattle, WA 98103

Phone: 206.679.0699
www.roseenvironmental.com

August 3, 2026

Timothy Gross
Project Manager
Public Works – Capital Facilities Division
614 Division Street
Port Orchard, WA 98366
Phone: 360.801.8639
Email: tgross@kitsap.gov

Subject: Asbestos Inspection Report, 807 Cline Avenue, Port Orchard

Dear Tim:

On July 15, 2026, Rose Environmental conducted a survey for suspect asbestos-containing materials within discovered vermiculite at the detached single-family dwelling located at 807 Cline Avenue in Port Orchard, Washington. The purpose of the inspection was to assess whether building materials contained asbestos prior to future renovation projects.

ASBESTOS SAMPLING – METHODS & RESULTS

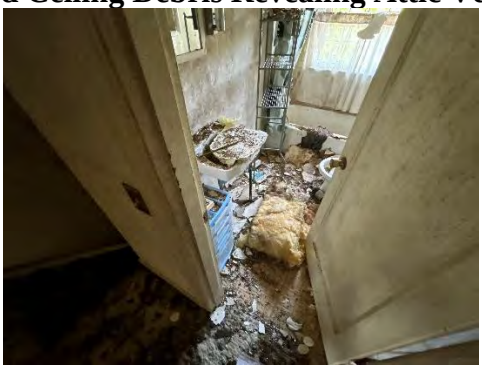
Landon Kelln, Industrial Hygienist with Rose, is an EPA Asbestos Hazard Emergency Response Act (AHERA)-accredited Building Inspector (Certification #190935, Expiration Date: October 2026). Rose Environmental collected samples of suspect asbestos-containing materials; the samples were collected full depth to the surface of the underlying substrate.

Asbestos Laboratory Analysis

The bulk samples collected were submitted under strict chain of custody procedures to NVL Laboratories, a qualified independent laboratory for analysis. NVL Laboratories is a member of the National Voluntary Laboratory Accreditation Program.

The asbestos samples were analyzed using polarized light microscopy (PLM) with dispersion staining in accordance with US EPA method 600/R-93/116 as specified in 40 CFR Chapter I (7-1-93 edition) Part 763, Subpart F, Appendix A, pages 499-504. Polarizing light microscopy quantifies asbestos concentrations at between 100% and 1% detection levels. Levels below 1% can only be stated as "trace."

Photos 1-3: Collapsed Ceiling Debris Revealing Attic Vermiculite Insulation


Asbestos Sampling Results – 807 Cline Avenue, Port Orchard
Survey Date: July 15, 2026

Sample ID	Material Description	Location	Asbestos Content	Estimated Quantity
Non-Asbestos Containing Materials				
0715-1	Vermiculite	2nd Floor, West of Bathroom	NAD	NA
0715-2	Vermiculite	2nd Floor – East of Bathroom	NAD	NA

Note: GWB = gypsum wallboard NAD = No asbestos detected NA = Not Applicable

Asbestos-containing materials were not identified within the scope of this survey. If suspect asbestos-containing materials are discovered during future renovation or demolition activities, testing should be performed prior to impact. Materials not sampled may contain asbestos and should be tested to verify asbestos content prior to impact through renovation, demolition, etc. The following materials tested negative based on ASHARA sampling minimums and testing by an NVLAP participating laboratory.

CONCLUSION

Results of Rose Environmental's July 15, 2026 site survey confirmed the absence of asbestos-containing materials within tested areas of the 807 Cline Avenue building located in Port Orchard.

Limitations of Survey

Hazardous materials inspections are non-comprehensive by nature and our assessment is limited to only those locations inspected and sampled. This survey was not designed to identify all potential concerns or eliminate all risk associated with abatement. No warranty, express or implied, is made.

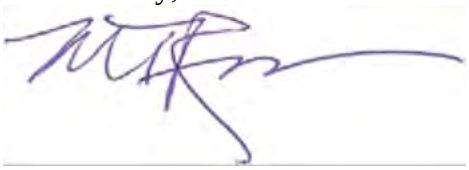
Rose Environmental LLC is not responsible for materials which require destructive means to access, or materials which are hidden from sight, those materials hidden behind walls, or materials which cannot be found with reasonable diligence.

Respectfully,



Landon Kelln
Industrial Hygienist
Rose Environmental LLC

Reviewed by,



Martin Rose, CIH, CSP
Principal/Senior Consultant
Rose Environmental LLC

Attachments: EMSL Lab Report 2611563

July 17, 2026

Martin Rose
Rose Environmental
6715 Greenwood Ave. N
Seattle, WA 98107

RE: Bulk Asbestos Fiber Analysis; NVL Batch # 2611563.00

Client Project: 15050
Location: N-A

Dear Mr. Rose,

Enclosed please find test results for the 2 sample(s) submitted to our laboratory for analysis on 7/16/2026.

Examination of these samples was conducted for the presence of identifiable asbestos fibers using polarized light microscopy (PLM) with dispersion staining in accordance with **U. S. EPA 40 CFR Appendix E to Subpart E of Part 763**, Interim Method for the Determination of Asbestos in Bulk Insulation Samples and **EPA 600/R-93/116**, Method for the Determination of Asbestos in Bulk Building Materials.

For samples containing more than one separable layer of materials, the report will include findings for each layer (labeled Layer 1 and Layer 2, etc. for each individual layer). The asbestos concentration in the sample is determined by calibrated visual estimation.

For those samples with asbestos concentrations between 1 and 10 percent based on visual estimation, the EPA recommends a procedure known as point counting (NESHAPS, 40 CFR Part 61). Point counting is a statistically more accurate means of quantification for samples with low concentrations of asbestos.

The detection limit for the calibrated visual estimation is <1%, 400 point counts is 0.25% and 1000 point counts is 0.1%

Samples are archived for two weeks following analysis. Samples that are not retrieved by the client are discarded after two weeks.

Thank you for using our laboratory services. Please do not hesitate to call if there is anything further we can assist you with.

Sincerely,

Hilary Crumley, Manager Asbestos Laboratory

NVLAP Testing
Lab Code: 102063-0

Enc.: Sample Results

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Rose Environmental
Address: 6715 Greenwood Ave. N
Seattle, WA 98107

Attention: Mr. Martin Rose
Project Location: N-A

Batch #: 2611563.00
Client Project #: 15050
Date Received: 7/16/2026
Samples Received: 2
Samples Analyzed: 2
Method: EPA/600/R-93/116

Lab ID: 260064673 **Client Sample #: 0715-1**

Location: N-A

Comments: Small sample size. Larger sample size recommended for thorough analysis.

Layer 1 of 1 **Description:** Gold flaky micaceous material with paint and debris

Non-Fibrous Materials:	Other Fibrous Materials:	%	**Asbestos Type: %**
Binder/Filler, Mica, Paint	Cellulose	5%	**None Detected ND**
Debris, Insect parts	Spider silk	3%	
	Organic fibers	3%	

Lab ID: 260064674 **Client Sample #: 0715-2**

Location: N-A

Comments: Small sample size. Larger sample size recommended for thorough analysis.

Layer 1 of 2 **Description:** Gold flaky micaceous material with debris

Non-Fibrous Materials:	Other Fibrous Materials:	%	**Asbestos Type: %**
Binder/Filler, Paint, Debris	Cellulose	5%	**None Detected ND**
Fine particles	Wood fibers	4%	

Layer 2 of 2 **Description:** White sandy material

Non-Fibrous Materials:	Other Fibrous Materials:	%	**Asbestos Type: %**
Binder/Filler, Mineral grains, Fine particles	Cellulose	2%	**None Detected ND**

Sampled by: Client
Analyzed by: Hieu Ta **Date:** 07/16/2026
Reviewed by: Hilary Crumley **Date:** 07/17/2026

Hilary Crumley, Manager Asbestos Laboratory

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and EPA 40 CFR Appendix E to Subpart E of Part 763 with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government

ASBESTOS LABORATORY SERVICES

Company	Rose Environmental	**NVL Batch Number**	**2611563.00**
Address	6715 Greenwood Ave. N Seattle, WA 98107	**TAT** 1 Day **AH** No **Rush TAT**	
Project Manager	Mr. Martin Rose	**Due Date** 7/17/2026 **Time**	10:30 AM
Phone	(206) 679-0699	**Email**	roseenv@gmail.com
		Fax	(206) 279-1756

Project Name/Number: 15050 **Project Location:** N-A

Subcategory PLM Bulk

Item Code ASB-02 EPA 600/R-93-116 Asbestos by PLM <bulk>

Total Number of Samples 2 Rush Samples

	Lab ID	Sample ID	Description	A/R
1	260064673	0715-1		A
2	260064674	0715-2		A

	Print Name	Signature	Company	Date	Time
Sampled by	Client				
Relinquished by	Client				

Office Use Only	Print Name	Signature	Company	Date	Time
Received by	Fatima Khan		NVL	7/16/26	1030
Analyzed by	Hieu Ta		NVL	7/16/26	
Results Called by					
☐ **Faxed** ☐ **Emailed**					

Special Instructions:

Date: 7/16/2026
Time: 10:39 AM
Entered By: Fatima Khan

CHAIN of CUSTODY SAMPLE LOG

2611563

Client Rose Environmental
Street 6715 Greenwood Ave. N
Seattle, WA 98107

Project Manager Mr. Martin Rose
Project Location

Phone: (206) 679-0699 **Fax:** (206) 279-1756

NVL Batch Number
Client Job Number 15050
Total Samples 2
Turn Around Time ☐ 1 Hr ☐ 6 Hrs ☐ 3 Days ☐ 10 Days ☐ 2 Hrs ☑ 1 Day ☐ 4 Days ☐ 4 Hrs ☐ 2 Days ☐ 5 Days
Please call for TAT less than 24 Hrs

Email address roseenv@gmail.com
landonkeiln-roseenv@gmail.com

☐ **Asbestos Air**	☐ PCM (NIOSH 7400)	☐ TEM (NIOSH 7402)	☐ TEM (AHERA)	☐ TEM (EPA Level II)	☐ Other
☑ **Asbestos Bulk**	☑ PLM (EPA/600/R-93/116)	☐ PLM (EPA Point Count)	☐ PLM (EPA Gravimetry)	☐ TEM BULK	
☐ **Mold/Fungus**	☐ Mold Air	☐ Mold Bulk	☐ **Rotometer Calibration**		

METALS	**Det. Limit**	**Matrix**		**RCRA Metals**		**Other Metals**
☐ Total Metals	☐ FAA (ppm)	☐ Air Filter	☐ Paint Chips in %	☐ Arsenic (As)	☐ Lead (Pb)	☐ **All 3**
☐ TCLP	☐ ICP (ppm)	☐ Drinking water	☐ Paint Chips in cm2	☐ Barium (Ba)	☐ Mercury (Hg)	☐ Copper (Cu)
☐ Cr 6	☐ GFAA (ppb)	☐ Dust/wipe (Area)	☐ Waste Water	☐ Cadmium (Cd)	☐ Selenium (Se)	☐ Nickel (Ni)
	☐ CVAA (ppb)	☐ Soil	☐ Other	☐ Chromium (Cr)	☐ Silver (Ag)	☐ Zinc (Zn)

☐ **Other Types of Analysis** ☐ Fiberglass ☐ Nuisance Dust ☐ Other (Specify) _____ ☐ Silica ☐ Respirable Dust

Condition of Package: ☐ Good ☐ Damaged (no spillage) ☐ Severe damage (spillage)

Seq. #	Lab ID	Client Sample Number	Comments (e.g Sample are, Sample Volume, etc)	A/R
1		0715-1	Vermiculite - 2nd Floor, W BA	
2		↓ 2	↓ - ↓ , E BA	
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

	Print Below	Sign Below	Company	Date	Time
Sampled by	Landon Keiln		Rose Environmental	7/15/26	10:30Am
Relinquished by	↓		↓	↓	
Received by	Tatiana Dan			7/16/26	10:30am
Analyzed by					
Results Called by					
Results Faxed by					

Special Instructions: Unless requested in writing, all samples will be disposed of two (2) weeks after analysis.
Please composite all wall board samples



IMG_3184



IMG_3185



IMG_3186



IMG_3187



IMG_3188



IMG_3189