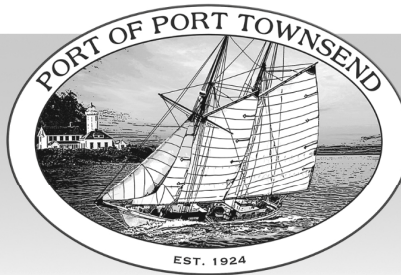


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**Commission Meeting
2nd Monthly Meeting Agenda
Tuesday, November 21, 2023, 1:00 p.m.**

Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, & via Zoom
<https://zoom.us/> – or call (253) 215-8782 – and use Webinar ID: 862 6904 3651, Password:
911887

- I. Call to Order & Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
- IV. Special Presentation: Pacific Marine Expo Drawing for 75-Ton and 300-Ton LiftsNone
- V. Consent Agenda
 - A. Approval of Workshop and Regular Business Minutes from November 8, 2023.....3-8
 - B. Approval & Ratification of Warrants9-25
 - C. State of Washington, Department of Fish & Wildlife Lease #SRL 23-0098 at Point Hudson26-97
 - D. Authorization to Sign the Proof of Property Loss for \$95,000 to Settle the Insurance Claim with Enduris on the 2018 Boat Haven Breakwater Storm Damage 98-101
- VI. Second Reading - None
- VII. First Reading - None
- VIII. Regular Business
 - A. Short's Farm Planning Process 102-103
 - B. Quarter 3, 2023 Financial Report 104-109
 - C. Point Hudson Jetty Update..... None
 - D. JCIA Taxiway Update None
- IX. Staff Comments
- X. Commissioner Comments
- XI. Next Meeting of the Commission:
Wednesday, December 13, 2023 at 9:30 a.m. Workshop and at 1:00 p.m. Regular Business Meeting at the Pavilion Building & via Zoom
- XII. Executive Session ~ Possible
- XIII. Adjournment

| | |
|---------------------------------------|---------|
| <u>Informational Items</u> | 110 |
| Quarter 3, 2023 Financial Detail..... | 111-115 |
| Port Commission Schedule..... | 116 |

PORT COMMISSION WORKSHOP MEETING – Wednesday, November 8, 2023

The Port of Port Townsend Commission met in workshop session at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom.

Present: Commissioners Petranek and Hasse, Hanke was excused
 Executive Director Eron Berg
 Operations Manager Chris Sparks
 Manager of Capital Projects/Engineer Dave Nakagawara
 Port Recorder Joanna Sanders

I. CALL TO ORDER (Rec. 00:00:04)

Commissioner Petranek called the meeting to order at 9:34 a.m.

II. JCIA ECO-INDUSTRIAL PARK (Rec. 00:01:05)

Executive Director Eron Berg led a review of the 2011 feasibility study in light of the Recompete Grant as well as this afternoon's action item on the PIF Grant for the Design/Engineering Phase of the JCIA Eco-Industrial Park.

Commission: Discussion centered on support for installing needed infrastructure, methods for funding grant repayment, responsibility for monitoring green practices and building height limitations, and developing building design standards. It may also be time to review the Memorandum of Understanding between the Port, City, and County on economic development. Manager of Capital Projects/Engineer Dave Nakagawara reviewed the Washington State Building Code and Energy Code.

III. COMMISSION ROUNDTABLE (00:32:07)

Discussed were the following: Intergovernmental Collaborative Group agenda items for November 16 to include goals of the Joint Resolution, continuation of ICG, purpose, meeting frequency, improving outreach of its activities, desire for continued intergovernmental collaboration, including Jefferson Transit airport transportation links, discussion of hot topics/areas of overlap, allowing difference agency objectives, and developing a joint plan to address income disparity, affordable housing, workforce housing, and sea-level rise.

Consider increasing for the next-elected Commission the number of paid meetings from 96 to 120 meetings a year. Eron Berg noted this could be reviewed in January, referring to RCW 53.112.260, which establishes annual per diem and compensation. First touch in December for adoption in January 2024.

On the topic of moorage were suggestions for future discussions about customer service, rate affordability (annual, floating average, and fixed), derelict vessels, change in the wait list requirement, approaches to preserving the wooden boat culture (annual buoy test), and tracking work on commercial fishing boats.

IV. WPPA, GOVERNANCE AND MANAGEMENT GUIDE – CHAPTER 9 PORT PURCHASING AND CONTRACTING (01:22:10)

Commissioner Hasse led a review of Chapter 9 with staff responding to questions.

V. ADJOURNMENT (Rec. 02:00:00): The meeting adjourned at 11:32 a.m., there being no further business before the Commission.

VI. PUBLIC COMMENT. There was none.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

Carol L. Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, November 8, 2023

The Port of Port Townsend Commission met for a regular business session at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom.

Present: Commissioners Petranek and Hasse with Commissioner Hanke (excused)
 Executive Director Eron Berg
 Director of Finance and Administration Abigail Berg
 Director of Capital Projects and Port Engineer Matt Klontz
 Capital Projects Engineer Dave Nakagawara
 Operations Manager Chris Sparks
 Lease and Contracts Administrator Sue Nelson
 Port Recorder Joanna Sanders

Via Zoom: Attorney Seth Woolsen

- I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:00)
 Commissioner Petranek called the meeting to order at 1:02 p.m.
- II. APPROVAL OF AGENDA (Rec. 00:00:58)
The agenda was approved by unanimous consent.
- III. PUBLIC COMMENTS – GENERAL (Rec. 00:01:14)
 There were none.
- IV. CONSENT AGENDA (Rec. 00:02:12)
 - A. Approval of Business Meeting Minutes from October 24, 2023
 - B. Approval & Ratification of Warrants
 - Warrant #067613 in the amount of \$48.96 is void
 - Warrant #067614 in the amount of \$48.96
 - Warrant #067615 through #067619 and Electronic Payments in the total amount of \$254,746.55
 - Warrant #067620 through 067686 in the amount of \$93,487.89
 - C. Resolution 803-23 Authorizing Sale of Vessels (Life's Dream, Wendy, and Silver Linings) and Rescinding 798-23
 - D. Resolution 805-23 Authorizing Executive Director to file a Sub-Application for a Building Resilient Infrastructure and Communities Program Grant with the State Military Department and Emergency Management Division for the Sea-Level Rise Project with the State of Washington Military Department, Emergency Management Division, for the Purpose of Obtaining and Administering Certain State and Federal Financial Assistance Under the Disaster Recovery Reform Act, Section 1234; Amended Section 203 of The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)
 - E. Authorize Executive Director to Execute Amendment #1 to Professional Engineering Service During Construction Agreement for the Point Hudson Breakwater Replacement Project with Mott MacDonald for \$44,210
 - F. Resolution 806-23 Authorizing Executive Director to Apply for a Public Infrastructure Fund Grant to Support Phase I (Design) of the Jefferson County International Airport

(JCIA) Eco-Industrial Park Project and Expressing Its Commitment to Providing Grant Matching Funds

The Consent Agenda was approved as written by unanimous consent.

- V. CONTINUED PUBLIC HEARING DRAFT 2024 OPERATING & CAPITAL BUDGETS, RATES, PROPERTY TAX LEVY AND IDD TAX LEVY AND PUBLIC HEARING ON RESOLUTION 804-23 AMENDING THE PORT OF PORT TOWNSEND'S COMPREHENSIVE SCHEME OF HARBOR IMPROVEMENTS TO INCORPORATE THE ACQUISITION OF THE SHORT'S FAMILY FARM AND THE CAPITAL PROJECTS DESCRIBED IN THE 2024 OPERATING & CAPITAL BUDGET (Rec. 00:03:44)

Commissioner Petranek reviewed the rules of the public hearing.

Director of Finance and Administration Abigail Berg distributed a revised Yard Rate Card adding a monthly liveaboard fee of \$130 and liveaboard background check fee of \$63.00. As directed by Commission, the JCIA prevailing ground lease rate was changed to 7 cents per square foot, and added under Capital Projects was the JCIA Eco-Industrial Park. There were no other changes.

There being no public testimony, the public testimony was closed.

Unanimously approved the Adoption of the 2024 Rate Cards as presented with the added liveaboard fee and live aboard background check for the Yard.

Unanimously approved Resolution 802-23 establishing the 2024 Operating and Capital Budgets.

Unanimously approved motion to approve Resolution 800-23 fixing the amount of general property tax to be levied for collection in the year 2024.

Unanimously approved motion to approve Resolution 801-23 fixing the amount of IDD tax to be levied for collection in the year 2024.

Executive Director Berg noted that the public hearing script was revised to include the housekeeping Resolution to reflect the acquisition of the Short Family Farm and capital projects to meet requirements of RCW 53.20.010.

Unanimously approved motion to approve Resolution 804-23 Amending the Port of Port Townsend's Comprehensive Scheme of Harbor Improvements to Incorporate the Acquisition of the Short Family Farm and the Capital Projects Described in the 2024 Operating & Capital Budgets.

[Recorder note: the public hearing was closed with the approval of the budget resolutions].

- VI. SECOND READING ~ none

- VII. FIRST READING

- VIII. REGULAR BUSINESS (Rec. 00:21:00)

- A. Quarter 3, 2023 IDD Levy Project Funding Report (Rec. 00:22:16)

Director of Finance and Administration Abigail Berg gave the staff presentation covering the informational memorandum and IDD tax levy activity report year-to-date, and levy-to-date.

B. Point Hudson Jetty Project Update (Rec. 00:25:40)

Director of Capital Projects and Port Engineer Matt Klontz reported the project is still proceeding according to schedule with pile driving occurring in the next two weeks.

C. Jefferson County International Airport (JCIA) A3 Taxiway Connector Project Update (Rec. 00:29:50)

Director of Capital Projects and Port Engineer Matt Klontz reported that despite most of the taxiway being done in the evening to allow runway access, next Wednesday and Thursday, daytime taxiway paving is scheduled, and the runway will be closed, weather dependent.

IX. STAFF COMMENTS (Rec. 00:31:40)

Capital Projects Engineer Dave Nakagawara: On November 3, staff filed the sub-application for a Building Resilient Infrastructure and Communities Program Grant which is reflected on the Consent Agenda.

Executive Director Eron Berg reported the Short Farm Planning Process applications are due Friday, November 10. Kellie Henwood, Al Latham, and Rebecca Benjamin of the North Olympic Salmon Coalition would be represented. Staff support will include Erik Kingfisher of Jefferson Land Trust, Heidi Eisenhour, and Port staff. A report on appointments will be on the November 21 agenda. The new moorage/yard office will include ADA accessible parking, walkway, rain garden, and another speed bump. The old moorage office will now become the yard shack (for Yard employees) at a minimal expense. Another Port Public Infrastructure Fund application will go in today to address the Sims Gateway project and additional scope and cost (\$300,000) related to the landscaping and sidewalk improvements.

Director of Finance and Administration Abigail Berg expressed appreciation for the attention the Commission gave to the budget.

Operations Manager Chris Sparks reported the final inspection for the new moorage/yard office will be Friday, November 17 with the move complete by November 20.

Director of Capital Projects and Port Engineer Matt Klontz reported that staff will soon submit the building and septic permits for the Pilots Center.

Lease and Contracts Administrator Sue Nelson reported a new tenant in the Nomura Building is Ryan Davis Legato Maritime. WDFW lease will be forthcoming for approval.

X. COMMISSIONER COMMENTS (Rec. 01:57:36)

Commissioner Petranek reported on the PTMTA meeting including new officers. She also attended the monthly EDC Board meeting. They will begin charging membership fees to augment jurisdictional, including state funding. She reported on a Cape George boat.

Commissioner Hasse reported giving a presentation at the local campus of Peninsula College. She spoke about EDC attendance and support of maritime culture by bringing awareness to the marine trades. At last night's MRC meeting, a UW professor was present to report on his study of the environmental and economical assets of kelp. She is excited to continue to work with moorage tenants to improve and value maritime culture.

XI. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 00:27:50)

Next meetings: Thursday, November 16, 2023 at Pavilion Building and via Zoom
Intergovernmental Collaborative Group (ICG)

Tuesday, November 21, 2023 at Pavilion Building and via Zoom with Regular Business
Meeting at 1:00 p.m.

- XII. EXECUTIVE SESSION (Rec. 00:56:00) - RCW 42.30.110(1)(i) Discussion with legal counsel about current or potential litigation with no expected action for ten (10) minutes.

At 1:59 p.m., the Commission went into Executive Session.

At 2:14 p.m., the Commission came back into open session.

- XIII. ADJOURNMENT (Rec. 00:58:00): meeting adjourned at 2:10 p.m., there being no further business before the Commission.

ATTEST:

Peter W. Hanke, Secretary

Pamela A. Petranek, President

Carol L. Hasse, Vice President

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the material has been furnished, the labor performed and the services provided, as described herein, and that this claim is a just and unpaid obligation of the Port of Port Townsend, and that this claim, in Warrant No. **067573** in the amount of **\$10,000.00** is declared **void** on this on this **21st** day of **November, 2023**.

For: **Accounts Payable**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Port of Port Townsend (PTA)

Bank: W WARRANTS PAYABLE

| Check Number/ Invoice Number | Check Date Invoice Date | Vendor Number Invoice Amount | Discount | Distribution Amount | Check Amount |
|---------------------------------|----------------------------|---------------------------------|----------|------------------------|--------------|
| 0000067573 | REV 10/24/2023 | ECO002 | | | |
| EDC Team Jefferson | | | | | 10,000.00- |
| Check Comment: Lost Warrant | | | | | |
| CK000006757301 | | | | | |
| | 10/24/2023 | 10,000.00- | 0.00 | | |
| G/L Account: 781-7900-27 | | ECONOMIC DEVELOPMENT: COMM | | 10,000.00- | |
| Bank W Total: | | | 0.00 | 10,000.00- | 10,000.00- |
| Report Total: | | | 0.00 | 10,000.00- | 10,000.00- |

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrant No **067687** generated on November 8th, 2023 in the amount of **\$814.54 is ratified.**

Signed and Authenticated on this **21st** day of **November**, 2023.

For: Accounts Payable

Commissioner Pam Petranek

Commissioner Carol Hasse

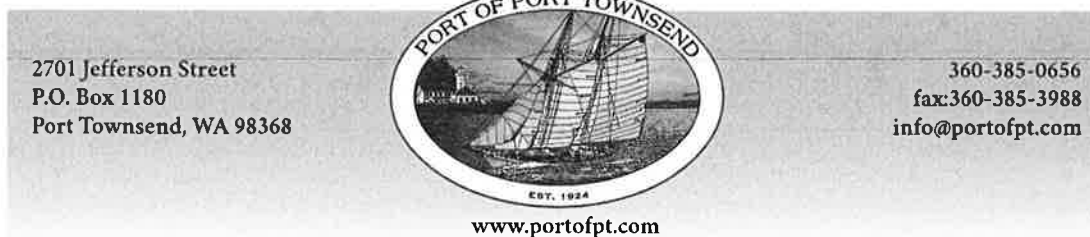
Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Port of Port Townsend (PTA)

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| 0000067687 | 11/8/2023 | JEF090 | Jefferson County, WA | | | | |
| | | | INV-00002601 | | | | |
| | | | | 11/7/2023 | 814.54 | 0.00 | 814.54 |
| | | | | Report Total: | 814.54 | 0.00 | 814.54 |

Check Entry Number: 001



WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrant No **067688** generated on November 13th, 2023 in the amount of **\$10,000.00 is ratified.**

Signed and Authenticated on this **21st** day of **November**, 2023.

For: **Accounts Payable**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Check Register

Page 14 of 118

Journal Posting Date: 11/13/2023**Register Number: CD-001039****Port of Port Townsend (PTA)**

| | | | | Bank Code: W - WARRANTS PAYABLE | | | |
|--------------|------------|--------|--------------------|---------------------------------|------------------|------------------|------------------|
| Check Number | Check Date | Vendor | Invoice Number | Invoice Date | Invoice Amount | Discount Applied | Payment Amount |
| 0000067688 | 11/13/2023 | ECO002 | EDC Team Jefferson | | | | |
| | | 2266.2 | | | | | |
| | | | | 10/18/2023 | 10,000.00 | 0.00 | 10,000.00 |
| | | | | Report Total | 10,000.00 | 0.00 | 10,000.00 |
| | | | | Check Entry Number: 001 | | | |

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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that these claims, in Warrant No 067689 through No. 067739, are approved for payment in the amount of \$339,925.50 on this 21st day of November, 2023.

For: **Accounts Payable**

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Port of Port Townsend (PTA)

| Bank Code: W - WARRANTS PAYABLE | | | | | | | |
|---------------------------------|------------|--------|-----------------------------|--------------|----------------|------------------|-------------------------|
| Check Number | Check Date | Vendor | Invoice Number | Invoice Date | Invoice Amount | Discount Applied | Payment Amount |
| 0000067689 | 11/21/2023 | 48N010 | 48 North | | | | Check Entry Number: 001 |
| | | | 105462 | 11/21/2023 | 1,779.00 | 0.00 | 1,779.00 |
| 0000067690 | 11/21/2023 | A1C050 | A-1 Coupling | | | | Check Entry Number: 001 |
| | | | K38586-001 | 11/2/2023 | 405.74 | 0.00 | 405.74 |
| | | | K38614-001 | 11/2/2023 | 206.75 | 0.00 | 206.75 |
| Check 0000067690 Total: | | | | | 612.49 | 0.00 | 612.49 |
| 0000067691 | 11/21/2023 | ADM002 | Admiral Ship Supply Inc. | | | | Check Entry Number: 001 |
| | | | 10/31/23 STATEMENT | 10/31/2023 | 1,522.71 | 0.00 | 1,522.71 |
| 0000067692 | 11/21/2023 | BAN005 | Bank of America | | | | Check Entry Number: 001 |
| | | | 11/5/23 STATEMENT | 11/5/2023 | 13,943.25 | 0.00 | 13,943.25 |
| 0000067693 | 11/21/2023 | BER045 | Eron Berg | | | | Check Entry Number: 001 |
| | | | 10/2023 EXPENSE | 11/9/2023 | 157.36 | 0.00 | 157.36 |
| 0000067694 | 11/21/2023 | BOY035 | Boyer Towing | | | | Check Entry Number: 001 |
| | | | REFUND 10/13/23 | 10/13/2023 | 1,805.96 | 0.00 | 1,805.96 |
| 0000067695 | 11/21/2023 | CAR035 | Giuseppe Carraturo | | | | Check Entry Number: 001 |
| | | | UNIFORM EXP | 11/7/2023 | 300.00 | 0.00 | 300.00 |
| 0000067696 | 11/21/2023 | CED005 | CED | | | | Check Entry Number: 001 |
| | | | 5948-1044757 | 11/2/2023 | 416.91 | 0.00 | 416.91 |
| | | | 5948-1044804 | 11/1/2023 | 223.00 | 0.00 | 223.00 |
| | | | 5948-1045292 | 11/9/2023 | 663.33 | 0.00 | 663.33 |
| Check 0000067696 Total: | | | | | 1,303.24 | 0.00 | 1,303.24 |
| 0000067697 | 11/21/2023 | CEN030 | CenturyLink | | | | Check Entry Number: 001 |
| | | | 11/1/23 STATEMENT | 11/1/2023 | 145.00 | 0.00 | 145.00 |
| 0000067698 | 11/21/2023 | COA050 | Mott MacDonald | | | | Check Entry Number: 001 |
| | | | 107620-13 | 11/15/2023 | 13,876.37 | 0.00 | 13,876.37 |
| | | | 108461-03 | 11/17/2023 | 770.00 | 0.00 | 770.00 |
| Check 0000067698 Total: | | | | | 14,646.37 | 0.00 | 14,646.37 |
| 0000067699 | 11/21/2023 | COD001 | Code Publishing Co | | | | Check Entry Number: 001 |
| | | | GC0012444 | 11/10/2023 | 91.80 | 0.00 | 91.80 |
| 0000067700 | 11/21/2023 | COO050 | Cooper Fuel | | | | Check Entry Number: 001 |
| | | | 10/31/23 STATEMENT | 10/31/2023 | 1,530.51 | 0.00 | 1,530.51 |
| 0000067701 | 11/21/2023 | DIR070 | DirecTV | | | | Check Entry Number: 001 |
| | | | 075436554X231028 | 10/28/2023 | 436.25 | 0.00 | 436.25 |
| 0000067702 | 11/21/2023 | DLL010 | D L Logos | | | | Check Entry Number: 001 |
| | | | 4475 | 10/23/2023 | 139.92 | 0.00 | 139.92 |
| | | | 4483 | 11/7/2023 | 1,914.71 | 0.00 | 1,914.71 |
| Check 0000067702 Total: | | | | | 2,054.63 | 0.00 | 2,054.63 |
| 0000067703 | 11/21/2023 | EDE005 | Edensaw Woods, LTD | | | | Check Entry Number: 001 |
| | | | 0000635915-001 | 11/6/2023 | 566.45 | 0.00 | 566.45 |
| 0000067704 | 11/21/2023 | FAM001 | Ferguson Enterprises #3007 | | | | Check Entry Number: 001 |
| | | | 1989999 | 11/9/2023 | 151.05 | 0.00 | 151.05 |
| | | | 2014941 | 11/1/2023 | 181.58 | 0.00 | 181.58 |
| | | | 2014989 | 11/2/2023 | 161.89 | 0.00 | 161.89 |
| Check 0000067704 Total: | | | | | 494.52 | 0.00 | 494.52 |
| 0000067705 | 11/21/2023 | FER001 | Ferrellgas | | | | Check Entry Number: 001 |
| | | | 5008103353 | 10/26/2023 | 177.87 | 0.00 | 177.87 |
| 0000067706 | 11/21/2023 | G00002 | Good Man Sanitation | | | | Check Entry Number: 001 |
| | | | 11/6/23 INVOICES | 11/6/2023 | 2,771.28 | 0.00 | 2,771.28 |
| 0000067707 | 11/21/2023 | GRE015 | Greentree Communications Co | | | | Check Entry Number: 001 |

Check Register

Journal Posting Date: 11/21/2023

Register Number: CD-001040

Port of Port Townsend (PTA)

| Bank Code: W - WARRANTS PAYABLE | | | | | | |
|---------------------------------|------------|--------|---------------------------------------|--------------|----------------|---------------------------------|
| Check Number | Check Date | Vendor | Invoice Number | Invoice Date | Invoice Amount | Discount Applied Payment Amount |
| | | | 10594 | 11/1/2023 | 392.76 | 0.00 392.76 |
| 0000067708 | 11/21/2023 | HEN004 | Port Townsend Garden Center | | | Check Entry Number: 001 |
| | | | 196975 | 11/9/2023 | 227.86 | 0.00 227.86 |
| | | | 197001 | 11/9/2023 | 58.84 | 0.00 58.84 |
| | | | Check 0000067708 Total: | | 286.70 | 0.00 286.70 |
| 0000067709 | 11/21/2023 | HIG020 | Highway Specialties LLC | | | Check Entry Number: 001 |
| | | | 0010118-IN | 11/14/2023 | 16.37 | 0.00 16.37 |
| 0000067710 | 11/21/2023 | INS070 | Insight Strategic Partners, LLC | | | Check Entry Number: 001 |
| | | | 5087 | 10/31/2023 | 6,250.00 | 0.00 6,250.00 |
| 0000067711 | 11/21/2023 | JC0003 | Jefferson County - Public Work | | | Check Entry Number: 001 |
| | | | 11/1/23 STATEMENT | 11/1/2023 | 485.97 | 0.00 485.97 |
| 0000067712 | 11/21/2023 | KEN020 | Kennedy Jenks | | | Check Entry Number: 001 |
| | | | 167361 | 11/7/2023 | 1,177.50 | 0.00 1,177.50 |
| 0000067713 | 11/21/2023 | LEM040 | Lemay Mobile Shredding | | | Check Entry Number: 001 |
| | | | 4815552S185 | 11/1/2023 | 15.84 | 0.00 15.84 |
| 0000067714 | 11/21/2023 | MAR096 | Marian Roh | | | Check Entry Number: 001 |
| | | | 231030 | 11/1/2023 | 550.00 | 0.00 550.00 |
| 0000067715 | 11/21/2023 | MCI070 | Sailor McIntyre | | | Check Entry Number: 001 |
| | | | 11/2023 | 11/7/2023 | 38.07 | 0.00 38.07 |
| 0000067716 | 11/21/2023 | MOC020 | Mo-Chilli BBQ Inc | | | Check Entry Number: 001 |
| | | | 2180 | 11/14/2023 | 200.00 | 0.00 200.00 |
| 0000067717 | 11/21/2023 | MUR002 | Murrey's Disposal Co. Inc. | | | Check Entry Number: 001 |
| | | | 11/1/23 STATEMENTS | 11/1/2023 | 14,314.68 | 0.00 14,314.68 |
| 0000067718 | 11/21/2023 | NOR014 | North Hood Canal Chamber | | | Check Entry Number: 001 |
| | | | INV-862 | 9/22/2023 | 50.00 | 0.00 50.00 |
| 0000067719 | 11/21/2023 | OLY001 | Olympic Equipment Rentals Inc | | | Check Entry Number: 001 |
| | | | 349301 | 11/14/2023 | 15.25 | 0.00 15.25 |
| 0000067720 | 11/21/2023 | OLY002 | The Home Depot Pro Institutional | | | Check Entry Number: 001 |
| | | | 769988098 | 10/11/2023 | 1,638.79 | 0.00 1,638.79 |
| 0000067721 | 11/21/2023 | OLY003 | Olympic Springs, Inc. | | | Check Entry Number: 001 |
| | | | 10/31/23 | 10/31/2023 | 19.53 | 0.00 19.53 |
| | | | 10/31/23 STATEMENT | 10/31/2023 | 119.36 | 0.00 119.36 |
| | | | Check 0000067721 Total: | | 138.89 | 0.00 138.89 |
| 0000067722 | 11/21/2023 | OLY006 | Olympic Crane LLC | | | Check Entry Number: 001 |
| | | | 2451 | 10/28/2023 | 225.00 | 0.00 225.00 |
| 0000067723 | 11/21/2023 | OLY035 | Olympic Peninsula Communications, LLC | | | Check Entry Number: 001 |
| | | | 37 | 11/6/2023 | 7,200.00 | 0.00 7,200.00 |
| 0000067724 | 11/21/2023 | PAC004 | Pacific Office Equipment Co | | | Check Entry Number: 001 |
| | | | 11/1/23 STATEMENT | 11/1/2023 | 993.65 | 0.00 993.65 |
| 0000067725 | 11/21/2023 | PAP020 | Pape Machinery | | | Check Entry Number: 001 |
| | | | 9019130 | 10/31/2023 | 95.74 | 0.00 95.74 |
| | | | 9048264 | 11/6/2023 | 215.76 | 0.00 215.76 |
| | | | Check 0000067725 Total: | | 311.50 | 0.00 311.50 |
| 0000067726 | 11/21/2023 | PET020 | Peters Marine Services | | | Check Entry Number: 001 |
| | | | 335269 | 11/21/2023 | 908.36 | 0.00 908.36 |
| 0000067727 | 11/21/2023 | PIN010 | Pinnacle Investigations Corp | | | Check Entry Number: 001 |
| | | | 88882 | 11/12/2023 | 48.50 | 0.00 48.50 |
| 0000067728 | 11/21/2023 | POR005 | Port Townsend Leader | | | Check Entry Number: 001 |
| | | | 10/30/23 STATEMENT | 10/30/2023 | 2,086.13 | 0.00 2,086.13 |
| 0000067729 | 11/21/2023 | PRE010 | Precision Approach Engineering | | | Check Entry Number: 001 |

Run Date: 11/15/2023 2:38:12PM

A/P Date: 11/21/2023

Page: 2

User Logon: DLF

Port of Port Townsend (PTA)

| Bank Code: W - WARRANTS PAYABLE | | | | | | |
|---------------------------------|------------|--------|--------------------------------|--------------|----------------|---------------------------------|
| Check Number | Check Date | Vendor | Invoice Number | Invoice Date | Invoice Amount | Discount Applied Payment Amount |
| | | | 6145 | 9/30/2023 | 653.05 | 0.00 653.05 |
| | | | 6146 | 9/30/2023 | 9,820.80 | 0.00 9,820.80 |
| | | | Check 0000067729 Total: | | 10,473.85 | 0.00 10,473.85 |
| 0000067730 | 11/21/2023 | PUD005 | PUD #1 of Jefferson County | | | Check Entry Number: 001 |
| | | | 10/25/23 STATEMENT | 10/25/2023 | 550.00 | 0.00 550.00 |
| | | | 11/9/23 STATEMENTS | 11/9/2023 | 18,034.79 | 0.00 18,034.79 |
| | | | 11/9/23 STMNT | 11/9/2023 | 45.83 | 0.00 45.83 |
| | | | Check 0000067730 Total: | | 18,630.62 | 0.00 18,630.62 |
| 0000067731 | 11/21/2023 | RID070 | Tammy Ridgway | | | Check Entry Number: 001 |
| | | | 11/3/23 CPR CLASS | 11/3/2023 | 880.00 | 0.00 880.00 |
| 0000067732 | 11/21/2023 | ROB050 | Marty Roberts | | | Check Entry Number: 001 |
| | | | REFUND 10/13/23 | 10/13/2023 | 112.70 | 0.00 112.70 |
| 0000067733 | 11/21/2023 | SEC010 | Security Services | | | Check Entry Number: 001 |
| | | | 131423 | 11/1/2023 | 202.30 | 0.00 202.30 |
| 0000067734 | 11/21/2023 | SET015 | Seton Construction | | | Check Entry Number: 001 |
| | | | PAY EST #1 | 11/13/2023 | 226,523.24 | 0.00 226,523.24 |
| 0000067735 | 11/21/2023 | SHO010 | Shold Excavating Inc | | | Check Entry Number: 001 |
| | | | 77817 | 11/6/2023 | 654.60 | 0.00 654.60 |
| 0000067736 | 11/21/2023 | SOU055 | Sound Publishing, Inc | | | Check Entry Number: 001 |
| | | | 8117522 | 10/31/2023 | 440.84 | 0.00 440.84 |
| 0000067737 | 11/21/2023 | TWI001 | Spectra Laboratories - Kitsap | | | Check Entry Number: 001 |
| | | | 23-08491 | 11/3/2023 | 60.00 | 0.00 60.00 |
| 0000067738 | 11/21/2023 | VEN070 | VenTek International | | | Check Entry Number: 001 |
| | | | 141030 | 11/1/2023 | 103.65 | 0.00 103.65 |
| 0000067739 | 11/21/2023 | WHE050 | Neil Wheatley | | | Check Entry Number: 001 |
| | | | REFUND 11/6/23 | 11/6/2023 | 161.05 | 0.00 161.05 |
| | | | Report Total: | | 339,925.50 | 0.00 339,925.50 |



WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrant No **067740** generated on November 15th, 2023 in the amount of **\$10,797.30 is ratified.**

Signed and Authenticated on this **21st** day of **November**, 2023.

For: **Accounts Payable**

Commissioner Pam Petranek

Commissioner Carol Hasse

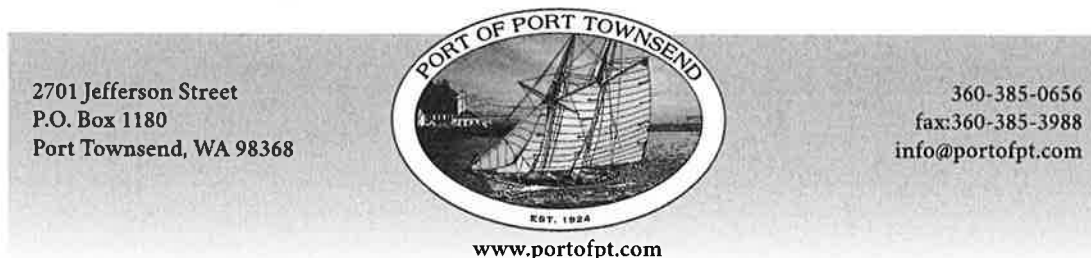
Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration

Port of Port Townsend (PTA)

| Bank Code: W - WARRANTS PAYABLE | | | | | | |
|---------------------------------|------------|--------|-----------------------|----------------------|----------------|------------------|
| Check Number | Check Date | Vendor | Invoice Number | Invoice Date | Invoice Amount | Discount Applied |
| 0000067740 | 11/15/2023 | CIT001 | City Of Port Townsend | | | |
| | | | 10/31/23 STATEMENTS | 10/31/2023 | 10,797.30 | 0.00 |
| | | | | | | 10,797.30 |
| | | | | Report Total: | 10,797.30 | 0.00 |
| | | | | | | 10,797.30 |

Check Entry Number: 001



WARRANT/ELECTRONIC PAYMENT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations against the Port of Port Townsend, that we are authorized to authenticate and certify to said claim and that payment of these claims, in Warrant No 067741 through No. 067743 generated on November 16, 2023 in the amount of \$5,201.16 and Electronic Payment in the amount of \$125,225.34, for a total amount of \$130,426.50 is **ratified.**

Signed and Authenticated on this 21st day of November, 2023.

For: Payroll and Benefits

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
And Administration



ELECTRONIC DEBIT – Kitsap Bank

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **\$10,080.69 is ratified.**

Signed and Authenticated on this **21st** day of **November**, 2023.

For: Washington State, Department of Revenue
Combined Excise Tax Return – for ***October, 2023*** in the amount of
\$10,080.69

Commissioner Pam Petranek

Commissioner Carol Hasse

Commissioner Pete W. Hanke

S. Abigail Berg, Director of Finance
and Administration

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-036-582-335**

Below is information from your Monthly Return for the period ending October 31, 2023

| | |
|--------------------------|--------------------------|
| Filing Date | November 9, 2023 |
| Account ID | 161-000-044 |
| Primary Name | BOAT HAVEN FUEL DOCK |
| Payment Method | Bank Account (ACH Debit) |
| Payment Effective | November 13, 2023 |
| Total Tax | 10,080.69 |
| Total Due | 10,080.69 |



Combined Excise Tax Return

161-000-044
BOAT HAVEN FUEL DOCK
PORT OF PORT TOWNSEND

Filing Period: October 31, 2023

Due Date: November 27, 2023

Filing Frequency: Monthly

Business & Occupation

| Tax Classification | Gross Amount | Deductions | Taxable Amount | Tax Rate | Tax Due |
|---|--------------|------------|----------------|----------|-----------------|
| Retailing | 83,947.79 | 0.00 | 83,947.79 | 0.004710 | 395.39 |
| Service and Other Activities (\$1 million or greater in prior year) | 79,179.78 | 0.00 | 79,179.78 | 0.017500 | 1,385.65 |
| Total Business & Occupation | | | | | 1,781.04 |

State Sales and Use

| Tax Classification | Gross Amount | Deductions | Taxable Amount | Tax Rate | Tax Due |
|----------------------------------|--------------|------------|----------------|----------|-----------------|
| Retail Sales | 83,947.79 | 0.00 | 83,947.79 | 0.065000 | 5,456.61 |
| Use Tax | 499.25 | 0.00 | 499.25 | 0.065000 | 32.45 |
| Total State Sales and Use | | | | | 5,489.06 |

Public Utility Tax

| Tax Classification | Gross Amount | Deductions | Taxable Amount | Tax Rate | Tax Due |
|---------------------------------|--------------|------------|----------------|----------|---------------|
| Other Public Service Business | 6,786.80 | 0.00 | 6,786.80 | 0.019260 | 130.71 |
| Water Distribution | 579.53 | 0.00 | 579.53 | 0.050290 | 29.14 |
| Total Public Utility Tax | | | | | 159.85 |

Deductions

| Tax Classification | Deduction | Amount |
|----------------------------------|--------------------------|--------|
| Business & Occupation | | |
| Retailing | Motor Vehicle Fuel Tax | 0.00 |
| State Sales and Use | | |
| Retail Sales | Motor Vehicle Fuel Sales | 0.00 |

Local City and/or County Sales Tax

| Location | Taxable Amount | Tax Rate | Tax Due |
|---|----------------|----------|-----------------|
| 1601 - PORT TOWNSEND | 83,947.79 | 0.026000 | 2,182.64 |
| Total Local City and/or County Sales Tax | | | 2,182.64 |

Local City and/or County Use Tax/Deferred Sales Tax

| Location | Taxable Amount | Tax Rate | Tax Due |
|--|----------------|----------|--------------|
| 1601 - PORT TOWNSEND | 499.25 | 0.026000 | 12.98 |
| Total Local City and/or County Use Tax/Deferred Sales Tax | | | 12.98 |

Transient Rental Income

| Location | Income |
|-------------------------------|-----------|
| 1601 - PORT TOWNSEND | 22,755.82 |
| Total Transient Rental Income | 22,755.82 |

Special Hotel/Motel

| Location | Taxable Amount | Tax Rate | Tax Due |
|----------------------------------|----------------|----------|---------------|
| 1601 - PORT TOWNSEND | 22,755.82 | 0.020000 | 455.12 |
| Total Special Hotel/Motel | | | 455.12 |

| | |
|--------------------------|------------------|
| Total Tax | 10,080.69 |
| Subtotal | 10,080.69 |
| Total Amount Owed | 10,080.69 |

| | |
|--------------------------|------------------------------|
| Prepared By: | Donna Frary |
| E-Mail Address: | donna@portofpt.com |
| Submitted Date: | 11/9/2023 |
| Confirmation #: | 0-036-582-335 |
| Payment Type: | Bank Account (ACH Debit) |
| Amount: | \$10,080.69 |
| Effective Date: | 11/13/2023 |

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

| | |
|---------------------|---|
| MEETING DATE | November 21, 2023 |
| AGENDA ITEM | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business |
| AGENDA TITLE | V. C. State of Washington, Department of Fish & Wildlife Lease #SRL 23-0098 |
| STAFF LEAD | Eric Toews, Deputy Director |
| REQUESTED | <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion |
| ATTACHMENTS | <ul style="list-style-type: none"> A. Staff Memo B. State of Washington, Department of Fish & Wildlife Lease #SRL 23-0098 C. Exhibit A –Washington State Department of Enterprise Services Real Estate Services Leased Space Requirements D. Exhibit B – State of Washington, Department of Fish & Wildlife Leased Premises Exhibit |

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 11/21/2023
TO: Port Commission
FROM: Eric Toews, Deputy Director, and Sue Nelson, Lease and Contracts Administrator
SUBJECT: State of Washington, Department of Fish & Wildlife Lease #SRL 23-0098

ISSUE: Should the Commission authorize the Executive Director to execute a new building and land lease agreement with Washington State Department of Enterprise Services for the Department of Fish and Wildlife to continue occupancy of what is known as the “Hospital Building” at Point Hudson?

BACKGROUND & DISCUSSION:

On February 25, 2019, the Port and the Washington Department of Fish and Wildlife (acting through the Washington State Department of Enterprise Services (DES)) entered into a five (5) year Lease Agreement for 4,818 square feet of space in the “Hospital Building” at Point Hudson together with land for twenty parking stalls for agency vehicles and storage (i.e., 15 parking stalls and 5 storage stalls). This current lease agreement expires March 31, 2024.

Earlier this year, DES Real Estate staff approached Port staff and expressed their desire to negotiate a new term lease for the premises. We have negotiated a new five (5) year lease with DES which would commence on April 1, 2024 and terminate on March 31, 2029.

As was the case with the current lease, DES requires that certain maintenance items be addressed before the new monthly rent of \$10,166.08 will take effect (see proposed lease paragraph 21). Most of these maintenance items will be addressed prior to the commencement of the new lease. However, exterior painting of the structure will likely be delayed until late spring of 2024. Once this punch list item has been resolved, the new monthly rent of \$10,166.08 will take effect. Until then, the current rent of \$8,430.97 per month will continue to prevail.

MOTION: None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the lease with Washington State Department of Enterprise Services for the State of Washington Department of Fish & Wildlife.

ATTACHMENTS

- State of Washington, Department of Fish & Wildlife Lease #SRL 23-0098
- Exhibit A – Washington State Department of Enterprise Services Real Estate Services Leased Space Requirements
- Exhibit B – State of Washington, Department of Fish & Wildlife Leased Premises Exhibit

AFTER RECORDING RETURN TO:

Department of Enterprise Services
 Real Estate Services
 P. O. Box 41468
 Olympia, Washington 98504-1468

Lease No. SRL 23-0098
 Project No. 22-03-072

(Port Townsend) TKL/ams
 Page 1 of 11
 Date: July 18, 2023

LEASE

THIS LEASE is made and entered into between Port of Port Townsend, a municipal corporation whose address is Post Office Box 1180, Port Townsend, Washington 98368, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, Department of Fish and Wildlife, acting through the Department of Enterprise Services, hereinafter called the Lessee.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 001013001

Common Street Address: 375 Hudson Street, Port Townsend, Washington 98368

Approximately 4,818 BOMA usable square feet of office space located at 375 Hudson Street, Port Townsend, Washington 98368 together with twenty-two (22) parking stalls; legally described as follows:

SECTION 01, TOWNSHIP 30 N., RANGE 01 W' BEGINNING AT THE NW CORNER OF BLK 99, ORIGINAL TOWNSITE OF PT TOWNSEND; THENCE EASTERLY ALONG THE SOUTHERNLY LINE OF CLAY ST 1195', MORE OR LESS, TO THE INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE S33*05'E193.5', MORE OR LESS, TO AN ANGLE POINT THERIN; THENCE CONTINUEING ALONG SAID INNER HARBOR LINE S3*15'E1200'; THENCE S42*32'W551.2', MORE OR LESS, TO AN INTERSECTION WITH THE S LINE OF BLK 3, ORIGINAL TOWNSITE OF PT TOWNSEND; THENCE WESTERLY ALONG SAID S

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Lease No. SRL 23-0098

July 18, 2023

Page 2 of 11

LINE 89.3', MORE OR LESS, TO THE E LINE OF JACKSON ST; THENCE NORTHERNLY ALONG SAID E LINE OF JACKSON ST, 1392' TO THE POINT OF BEGINNING. EXCEPTING A TRACT CONTINUING 0.03' OF AN ACRE, LYING IN FORMER HUDSON ST, BETWEEN BLKS 1 & 2 KNOWN AS "LIGHTHOUSE TRACT" TAX 8 VOL 103, PG 39; situate in Port Townsend, Jefferson County, Washington.

USE

2. The premises shall be used by the Department of Fish and Wildlife and/or other state agencies for the following purpose(s): office space. Office use includes associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning April 1, 2024 and ending March 31, 2029.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

Ten Thousand One Hundred Sixty-six Dollars and Eight Cents

\$10,166.08 per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

4.1. The Lessee shall not be required to pay the rental rate referenced in Section 4 above until all of the work requested by Lessee in Additional Lease Provisions Section(s) 21 has been completed by Lessor. Until all such work is completed and approved by Lessee, the rate of \$8,430.97 per month, as required under SRL 17-0116 shall be paid. There will be no reimbursement to Lessor of the difference in rent for the period of time the lease rate was reduced.

INCENTIVES

5. [Intentionally deleted]

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, exterior window washing, landscape and irrigation water, and maintenance and repair as described below, together with exterior bulbs and tubes, natural gas, electricity, stormwater, water, sewer, garbage collection, recycling, and elevator service (if any).

6.1. Lessee shall pay for only interior bulbs and tubes, interior window washing, and janitorial services.

MAINTENANCE AND REPAIR

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters, fluorescent tubes, light bulbs, LED fixtures and lighting elements, as required), plumbing, heating, ventilating

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Lease No. SRL 23-0098

July 18, 2023

Page 3 of 11

and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

7.1. Lessor shall as part of maintenance provide de-icing and snow and debris removal service. At a minimum, Lessor shall treat or remove, before normal business hours and at other times as soon as practical thereafter, debris, snow and/or ice from the parking lot and all sidewalks and entrances. Without prior notice, Lessor shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions; snow removal in parking lots to take place when an excess of 2 inches of snow occurs; provided, any icy or dangerous conditions must be addressed. This provision does not create any third parties beneficiary rights, including but not limited to rights in any member of the public or state employees, to enforce this provision, rely upon it, or to reference it in any legal action.

ASSIGNMENT/SUBLEASE

8. Except for sublet for use by other State agencies per the "USE" section herein, the Lessee may not assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Lessee will proceed with sublease. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

9. The Lease may, at the option of the Lessee, be renegotiated for an additional five (5) years.

PAYMENT

10. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

11. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990, and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

12. The Lessee, upon the written authorization of the Department of Enterprise Services, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within

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Lease No. SRL 23-0098

July 18, 2023

Page 4 of 11

30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

REMODEL

13. [Intentionally deleted]

ALTERATIONS/IMPROVEMENTS

14. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

15. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

15.1. Pursuant to RCW 39.04.260, the prevailing rate of wage is statutorily required to be paid to workers on the project for all work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the state causes to be performed by a private party through a contract to lease at least 50% of the project by a state agency. Lessor acknowledges and agrees that a contract to lease is only created by this mutually acceptable written Lease, and any written amendments thereto, being executed by Lessor, the Director of the Washington State Department of Enterprise Services or his or her designee, and approved as to form by the Office of the Attorney General.

DISASTER

16. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of Enterprise Services of the State of

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Lease No. SRL 23-0098

July 18, 2023

Page 5 of 11

Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

ENERGY CONSERVATION

18. Lessor has conducted an energy walk-through survey of the leased premises using the DES walk-through survey form. The survey is for the purpose of identifying improvements to maintenance and operating conditions and procedures that would conserve energy. The Lessor shall provide DES with a copy of the completed walk-through form and as soon as practicable thereafter, implement identified improvements to energy conservation maintenance and operating procedures.

REIMBURSEMENT FOR DAMAGE TO PREMISES

19. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees and agents, but in no event shall this section be construed as diminishing the Lessor's duty to make repairs as set forth in preceding sections of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

20. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

ADDITIONAL LEASE PROVISIONS

21. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before April 1, 2024, complete in a good and workmanlike manner, in accordance with state Leased Space Requirements, Edition 1.0 and addenda, if any, attached hereto and incorporated herein by reference as Exhibit "A", the following items:

NOTE: Where work may disrupt and/or negatively impact Lessee's staff and their work, please contact Lessee at least sixty (60) days prior to anticipated start date in order to minimize disruptions.

EXTERIOR:

- a. **Roof:** Verify that all roof assemblies are clean, no leaks, in good repair and free draining (no ponding). Roof drain systems, scuppers, gutters, and downspouts are free of debris, clean and free flowing. Ensure all runoff water is directed away from the building, sidewalks, and doorways.
 - i. Noted moss buildup on roof. Remove moss and treat, as needed, to prevent/inhibit growth.
- b. **Building Exterior:** Clean all exterior finishes of grime, algae and failing sealants; apply finish coatings and sealants as needed to retain finishes.
 - i. Exterior paint is peeling and deteriorated.
 - ii. Back deck and stairs paint is chipped, peeling and in poor condition.
- c. **Windows:** Clean storm windows, windows, and frames.
 - i. Noted film on windows due to salt environment. Lessor to provide semi-annual clean of all first-floor windows. And annual cleaning of all second-floor windows.

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Lease No. SRL 23-0098

July 18, 2023

Page 6 of 11

INTERIOR:

- d. **Paint:** Provide and apply touchup paint to the below listed areas. Where touch up will be evident, paint to natural breaks to blend finishes. Lessor shall remove and reinstall all furniture and partitions and shall, where necessary, Lessee shall remove all personal items, computers, and associated lessee equipment.
 - i. 2nd floor: Office 203 and corridor between offices.
 - ii. 1st floor: Office adjacent to lab, noted peeling paint. Repair wall and repaint this office.
- e. **Flooring - Carpet:** Utilize a professional, commercial cleaning service to pre-treat stains and clean all carpet. Repair all damaged carpet. Where cleaning or repair does not provide a neat, consistent appearance, replace individual carpet tiles with materials matching existing. Lessor to remove and re-install furniture where necessary to facilitate this work. Lessee to remove all personal items, computers, and associated lessee equipment.
- f. **Pest Control:** Engage the services of a certified pest control vendor to eliminate insect/rodent activity.
- g. **Accessibility:** Verify the incorporation of all required and negotiated accessibility features throughout the entirety of this leased facility, including site access.
- h. **Heating Ventilation and Air Conditioning:** (23 00 00 HVAC, 1.5 System Performance, 1.6 Controls) Verify that the HVAC system serving this space is performing within LSR "system performance" standards.
 - i. Clean all HVAC supply and return air diffusers and grilles.
 - ii. Professionally clean/service all building exhaust fans, ensure proper ventilations and air movement. (1.9 Building Exhaust System)
- i. **Light Fixtures:** Noted lighting is slow to illuminate throughout this facility. Provide an electrician to determine cause and effect repairs to remedy this condition.
 - i. Replace fixtures as they fail with LED.
 - ii. Immediately replace burnt tubes, bulbs, and fixtures.
 - ii.i Repair/replace "Exit" light at top of stairs, not illuminated.

CANCELLATION/SUPERSESSION

22. This Lease cancels, supersedes, or replaces SRL 17-0116 dated February 25, 2019, and all modifications thereto effective April 1, 2024.

DUTY TO CURE

23. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Lessor.

The term "reasonable time" as used within this section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence

Please Initial

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Lease No. SRL 23-0098

July 18, 2023

Page 7 of 11

and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Lessor or Lessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

24. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

25. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60

Please Initial

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Lease No. SRL 23-0098

July 18, 2023

Page 8 of 11

days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

26. If any of the premises or the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

MONTH TO MONTH TENANCY

27. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

28. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

CAPTIONS

29. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

INTEGRATED DOCUMENT

30. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

31. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

Please Initial

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Lease No. SRL 23-0098

July 18, 2023

Page 9 of 11

LESSOR: Port of Port Townsend
Post Office Box 1180
Port Townsend, Washington 98368

LESSEE: Department of Enterprise Services
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

SRL 23-0098

EXHIBITS

32. The following exhibits described herein and attached hereto, are fully incorporated into this Lease by this reference:

- a) Exhibit A: The Leased Space Requirements
- b) Exhibit B: Parking

Rest of page left intentionally blank

Please Initial

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Lease No. SRL 23-0098

July 18, 2023

Page 10 of 11

IN WITNESS WHEREOF, the parties subscribe their names.

Port of Port Townsend

STATE OF WASHINGTON

By: _____

Department of Fish and Wildlife

Printed Name: _____

Acting through the Department
of Enterprise Services

Title: _____

Date: _____

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

Trevor Lybbert, Property and Acquisition Specialist
Real Estate Services

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Please Initial

____ / ____

Lease No. SRL 23-0098

July 18, 2023

Page 11 of 11

STATE OF _____)
) ss.
 County of _____)

On this ____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Affix notary seal in box)

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

STATE OF WASHINGTON)
) ss.
 County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Affix notary seal in box)

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

Please Initial

____ / ____



Washington State Department of **Enterprise Services**

REAL ESTATE SERVICES

LEASED SPACE REQUIREMENTS

This document contains general information and performance standards for State leased facilities administered by the Department of Enterprise Services, Real Estate Services. Revisions to this document will be approved and issued by RES in the form of version sequences, the first being Edition 1.0.

| REVISION HISTORY | | | |
|------------------|------------|--|------------------------|
| EDITION | ISSUE DATE | CHANGE SUMMARY | AUTHOR |
| LSR 2005 | N/A | N/A | N/A |
| LSR 1.0 | 10/02/2019 | Update to current CSI format; update code references; update Bid Cost Breakdown; add New Space Addendum with minimum requirements worksheet. | Regina M. Leccese; RES |



TABLE OF CONTENTS:

GENERAL INFORMATION1

SPECIFICATIONS AND PERFORMANCE REQUIREMENTS7

APPENDIX A: BID COST BREAK DOWN.....53

GENERAL INFORMATION

1.0 INTRODUCTION

1.1 PURPOSE

The Leased Space Requirements (LSR) is a document providing general information and performance requirements for leased space procured by the State of Washington, Department of Enterprise Services (DES), Real Estate Services (RES), as authorized by Chapter 43.82.010 of the Revised Code of Washington, "State Agency Housing." In combination with RES provided drawings, specifications, and any RES-approved addenda attached as Exhibits to the Lease.

This document and supporting forms may be accessed electronically at the following website:

https://des.wa.gov/about/forms-publications/forms#Real_Estate

1.2 ORGANIZATION

The LSR is organized as follows:

General Information: This section includes definitions of terms that apply within this document and procedural standards for completing new space and alterations of existing space.

Specifications: This section utilizes the Construction Specifications Institute's (CSI) 32-division format for describing the minimum standards and performance requirements for all procedures, materials, and systems utilized in the leased space.

Bid Cost Breakdown - provided on the web page referenced above.

2.0 DEFINITIONS

2.1 ADDENDUM

NEW SPACE ADDENDUM: a RES-approved document describing the minimum requirements for leased space, including both qualitative and quantitative features. This document is an integral part of the Advertisement for Space. Related project costs shall be itemized on the Bid Cost Breakdown in the "Cost to Lessor" column.

AGENCY ADDENDUM (New Leased Space projects): a RES-approved document describing items or conditions for new space that vary from the requirements delineated in the NEW SPACE ADDENDUM. This document is an integral part of the Advertisement for Space. Related project costs shall be itemized on the Bid Cost Breakdown in the "Cost to Lessor" column.

2.2 ADDITIONAL TENANT IMPROVEMENTS

Project requirements that exceed the minimum requirements delineated in the NEW SPACE ADDENDUM to the Leased Space Requirements. , Lessor shall itemize these costs on the Bid Cost Breakdown Form (BCB) in the "Cost to Agency" column.

2.3 ALTERATIONS

The modification of existing tenant improvements or construction of new tenant improvements in existing leased space, which includes leased space after new construction is complete. Tenant improvements include all of the constructed structures, additions, and

fixtures and equipment provided in the leased space, regardless of who paid for the item, unless otherwise provided in the Lease.

2.4 APPROVAL

The itemized costs will be reviewed by the Project Team and authorized by the RES Design Professional.

2.5 AUTHORITY HAVING JURISDICTION (AHJ)

The local code enforcement/permitting agency and its representative officials.

2.6 AUTHORITY TO PAY (ATP)

A document prepared by the RES Design Professional and approved by the RES Design and Construction Program Manager authorizing the Lessee to make payment on the construction costs.

2.7 BID COST BREAKDOWN FORM (BCB)

The Bid Cost Breakdown form is submitted by the Lessor to the RES Design Professional after evaluating the RES/Agency approved drawings. The form is designed to identify costs borne by the Lessor, and costs borne by the State Agency for additional tenant improvements. The BCB form is available online at https://des.wa.gov/about/forms-publications/forms#Real_Estate.

2.8 CHANGE ORDERS

RES-approved modifications (additions or subtractions/deletions) to the project's scope of work after signing of the Construction Bid Cost Breakdown Form and execution of the Lease.

2.9 CONSTRUCTION DOCUMENTS

Drawings and specifications prepared and signed by a licensed Architect and/or Engineer retained by the Lessor. Construction documents include the contract for construction between the Lessor and its General Contractor.

2.10 DESIGN PROFESSIONAL

The RES Design Professional is the Architect, Facility Planner, or Construction Project Coordinator responsible for creation of the drawings, specifications, and addenda as required to document the scope of work for tenant improvements. (See PLANS and ADDENDUM). Additional responsibilities and authority of the RES Design Professional are found throughout the LSR.

2.11 EXISTING CONDITIONS

Where existing conditions are indicated on RES-approved plans, they represent work to remain unchanged in the project.

2.12 LEASE

The term "Lease" means the original Lease including all amendments, exhibits, attachments, and addenda that are part of the Lease or any amendment.

2.13 NEW LEASED SPACE

The term "new leased space" means space that is leased for the first time by a state agency, acting through DES (hereafter, a "state agency lease"). Both existing space and newly constructed space may be new leased space. New leased space does not include back-to-

back state agency leases or state agency leases separated by less than one year from the end date of the prior state agency lease and the commencement date of a new state agency lease.

2.14 NOTICE TO PROCEED

For new leased space, the executed lease will serve as notice to proceed with the required tenant improvements. For alterations to existing space not associated with a new lease or renewal, the RES Design Professional will issue a Notice to Proceed letter accompanied by a signed Bid Cost Breakdown form.

2.15 PLANS and/or DRAWINGS

Where “plans” and/or “drawings” are referenced herein, they refer to RES-approved plans and drawings. The RES-approved drawings will include RES and Lessee approval signatures, and become a lease exhibit. RES plans are not intended to be used for permitting or construction, but to establish the complete scope of work for tenant improvements.

2.16 PROJECT TEAM

The State’s Project Team consists of the RES Lease Agent, the RES Design Professional, the Agency Facility Planner and a local representative of the Lessee. The team’s responsibility is to facilitate, approve, and administer the project, from lease negotiations to final acceptance of the built facility and execution of the Lease. The approval of any directives for any phase of the project originates with this group. The Project Team works directly with the Lessor or Lessor’s designee to implement all phases of the project. Only the RES Design Professional may authorize Change Orders, approve the work, and release the Authority to Pay to the Lessee for Tenant Improvement (TI) construction costs and Change Orders.

2.17 PUNCH LIST

An itemized listing of incomplete work and/or deficiencies, which the Lessor is obligated to resolve based on the project’s scope of work, as observed and documented by the RES Design Professional. Authority to Pay will only be issued after all punch list work is completed and approved by the RES Design Professional.

2.18 REVIEW

Examination by the RES Design Professional to determine if a product or material submittal or project construction is consistent with the Lease Space Requirements and project plans. Review by the RES Design Professional does not supplant the need for review of shop drawings and submittals by a licensed engineer or design professional for conformance of products, materials or systems with the construction documents.

2.19 SUBSTANTIAL COMPLETION

As determined by the RES Design Professional, substantial completion is achieved subsequent to the punch list inspection and receipt of the Certificate of Occupancy or the final signed-off building permit.

3 GENERAL REQUIREMENTS

3.1 CODE COMPLIANCE

All spaces leased to the State of Washington shall meet or exceed the requirements of all applicable State and Local governing codes in place as of the date of issuance of the relevant

building permit by the AHJ in compliance with Washington Administrative Code (WAC) Title 51. These requirements include, but are not necessarily limited to, the most current edition of the State Building Code, containing the Washington State Regulations for Accessibility, all Accessibility regulations per Washington State Amendments to the International Building Code (IBC), and the Washington State Energy Code (WSEC). All improvements required to meet these codes and regulations are the financial responsibility of the Lessor.

3.2 SUSTAINABILITY

This document specifies current sustainable products, practices and elements; however, further efforts toward sustainability are encouraged.

Projects requiring compliance with specific LEED™ (US Green Building Council's Leadership in Energy and Environmental Design) sustainability criteria will be identified in the project Request for Proposal advertisement and will include a project-specific RES Addendum that will define requirements for complying with LEED™.

3.3 LIFE CYCLE COST ANALYSIS

RCW 39.35 and 39.35B require a Life Cycle Cost Analysis as part of renovation or construction of publicly-owned or leased buildings having 25,000 square feet or more of usable space. The Life Cycle Cost Analysis shall be completed by the Lessor and submitted to RES prior to completion of the preliminary drawing phase, and shall be used to help select building systems that will both conserve energy and reduce operating costs. Refer to the Department of Enterprise Services Division of Engineering & Architectural Services' publication: Energy Life Cycle Cost Analysis, Guidelines for Public Agencies for information and format (website: <https://www.des.wa.gov/services/facilities-leasing/energy-program/energy-life-cycle-cost-analysis>).

3.4 ACCESSIBILITY

New construction of buildings, which provide leased facilities to the State of Washington, shall meet the accessibility requirements under the applicable State building codes and the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Alterations to existing facilities shall meet the requirements under the applicable version of the International Existing Building Code (IEBC), the requirements of the local jurisdiction, and any governing State Statute.

1. On all as-built drawings or proposal drawing submittals, the Lessor shall clearly delineate the location of existing and proposed accessible parking, public transportation stop(s), and the accessible routes of travel from each to the main entrance of the proposed leased space. On multi-building sites, accessible routes of travel between buildings shall also be shown. (Reference A2.3)
2. All accessible pedestrian curb cuts shall be located and constructed perpendicular to each street served, eliminating diagonal curb cuts (those that direct people towards the center of street intersections).
3. All accessible entries shall be as close as practicable to the adjacent finished grade and accessible parking.
4. On single-owner multi-building sites, there shall be accessible routes of travel to and between all buildings.

5. Accessible stations at reception and service counters shall be integrated within the main service counter.
6. Public interior corridors leading to tenant-leased spaces shall be a minimum of 72" wide. Primary circulation hallways within tenant-leased spaces shall be a minimum of 60" wide.
7. Declaration of non-conformance with any of the Accessibility requirements listed above shall be brought to the attention of the RES Design Professional and Leasing Agent.

3.5 AS-BUILT DRAWING SUBMITTALS

Lessor shall provide to the RES Design Professional accurate drawings of existing or proposed buildings and site prior to the commencement of the programming and planning. These drawings shall delineate the most current building information and physical configuration (including mechanical and electrical), and be submitted electronically in both pdf and a format compatible with AutoCAD.

Any revisions required during the course of the project based on the submission of inaccurate or incomplete information to the State shall be resolved through the review and approval process and at the direction of the RES Design Professional, and accomplished at the sole cost of the Lessor.

3.6 PREPARATION OF PLANS AND SPECIFICATIONS

New Space: lease exhibit plans, along with Leased Space Requirements and any Addenda, will be prepared, approved, and issued by RES for each State-leased facility requiring buildout for new space. Changes to these documents are not permitted without written approval from the RES Design Professional.

Unless otherwise provided in the Lease, the Lessor, at his sole cost and expense, is responsible for all construction documents required by the Authority Having Jurisdiction, which may include plans and specifications prepared by a licensed Architect and/or Engineer (see LSR A1.9 Construction Documents). Obtaining the building permit is the sole responsibility of the Lessor, including all permitting costs.

Mid-term Alterations: For Tenant requested alterations during the term of the Lease, RES shall prepare scoping documents including floor plans and other drawings; these will be submitted with the Leased Space Requirements and any Addenda, with a Request for Costs to the Lessor. Upon approval of costs, the RES Design Professional will issue a Notice to Proceed with the work.

The Lessor, at the cost of the Lessee, is responsible for all construction documents required by the Authority Having Jurisdiction, which may include plans and specifications prepared by a licensed Architect and/or Engineer. It is the Lessor's sole responsibility to obtain all permits for tenant improvements; the Tenant is responsible for the cost of permitting for mid-term alterations.

3.7 DECLARATION OF NON-CONFORMANCE WITH LEASED SPACE REQUIREMENTS

For existing facilities that do not meet 100% of a project's governing Leased Space Requirements at the time of lease inception or renewal, in order to qualify for consideration as a potential State-leased facility in response to a RES Advertisement for Space or market search, the Lessor shall provide RES with an itemized summary of all such building deficiencies. As part of this summary, estimate the monetary impact to bring each deficiency

into compliance. RES will then determine if the deficiency is of a magnitude that will prevent a State tenant from occupying the proposed facility. Non-negotiable compliance items include life-safety, indoor air quality, and accessibility.

Any issue or item that has not been specifically identified as being Non-Compliant as stated above will be assumed to be in compliance with Leased Space Requirements. Subsequent discovery of previously undisclosed non-compliant issues and their resulting impact on the project will be addressed and resolved at the sole cost and expense of the Lessor.

3.8 SUBMISSION OF COSTS

The Lessor shall submit a signed itemized construction bid, detailing costs for the Work to accomplish the RES-approved plans and specifications. Those costs shall be submitted on the Bid Cost Breakdown form, or other format approved by the RES Design Professional. RES will approve or reject all additional Tenant Improvement costs. Additionally, RES reserves the right to request alternate bids. If agreement between the Lessor and the State cannot be reached, the State reserves the right to reject the proposal.

Submission of bids by the Lessor, and their subsequent acceptance and approval by RES, constitute an obligation by the Lessor to provide all materials and perform all work required to complete the buildout of the proposed leased facility according to the RES-approved drawings and specifications in their entirety, whether or not specific items have been called out on the Bid Cost Breakdown. The Lessor's submitted bid will be accepted and approved as all-inclusive for all issues delineated or referenced on the RES-approved documents. Items not included by the Lessor on the BCB are not subject to subsequent payment from the State.

Any cost submittal, change, interpretation of requirements, or revision to the work must be authorized by the RES Design Professional.

All cost submittals shall be itemized by the Lessor as listed below:

| | |
|-----------------|---|
| | Itemized summary of the work (labor and materials only) with associated |
| costs | |
| | Total of Cost of the Work ("Project Cost Subtotal") |
| | Total Project Mark-Up* |
| State sales tax | |
| | Lessor's total ("Total Project Cost") |

** Total Project Mark-up shall include General Contractor's overhead and profit, Lessor's management fee, B&O, Builders Risk, Prevailing Wage documentation, General Conditions, etc., and shall not exceed 15%.*

4 BUILDING MEASUREMENTS

4.1 BOMA REQUIREMENTS

Unless otherwise provided in the Lease, the most current version at the effective date of the lease of the "Office Buildings: Standard Methods of Measurement" (ANSI/BOMA Z65.1 or its replacement, if one is designated) shall be the criteria for determining the leased square footage for all office and warehouse space leased to the State of Washington.

For all projects, the Lessor shall provide itemized square footage calculations of "USABLE AREA" (USF or usable square feet), and "RENTABLE AREA" (RSF or rentable square feet). RSF is

used for financial calculations as part of the selection process and in the lease contract executed with the successful proposer, regardless of whether the state occupies 100% of the building, unless specified otherwise in the Request for Proposal advertisement. USF is used for space programming and built space metrics.

4.2 LOAD FACTOR

The load factor is a multiplier obtained by dividing the rentable area by the usable area; it quantifies the efficiency of a particular space. A load factor may also be used to adjust a USF measurement to an RSF measurement.

SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

| | |
|--|-----------|
| 00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS..... | 12 |
| 00 20 00 INSTRUCTIONS FOR PROCUREMENT | 12 |
| 01 00 00 GENERAL REQUIREMENTS | 12 |
| 01 10 00 SUMMARY | 12 |
| 01 20 00 PRICE AND PAYMENT PROCEDURE..... | 13 |
| 01 23 00, 01 25 00 ALTERNATES AND SUBSTITUTION PROCEDURES..... | 13 |
| 01 26 00 CONTRACT MODIFICATION PROCEDURES..... | 13 |
| 01 29 00 PAYMENT PROCEDURES..... | 13 |
| 01 30 00 ADMINISTRATIVE REQUIREMENTS..... | 14 |
| 01 31 00 PROJECT MANAGERMENTS AND COORDINATION | 14 |
| 01 33 00 SUBMITTAL PROCEDURES | 14 |
| 01 40 00 QUALITY REQUIREMENTS..... | 15 |
| 01 41 00 REGULATORY REQUIREMENTS..... | 15 |
| 01 41 13 CODES..... | 15 |
| 01 41 26 PERMIT REQUIREMENTS..... | 15 |
| 01 43 00 QUALITY ASSURANCE | 15 |
| 01 50 00 TEMPORARY FACILITIES AND CONTROLS | 15 |
| 01 51 00, 01 52 00 TEMPORARY UTILITIES AND CONSTRUCTION FACILITIES | 15 |
| 01 57 00 TEMPORARY CONTROLS..... | 15 |
| 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS | 15 |
| 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS..... | 16 |
| 01 74 00 CLEANING AND WASTE MANAGEMENT..... | 16 |
| 01 74 23 FINAL CLEANING | 16 |
| 01 77 00 CLOSEOUT PROCEDURES..... | 16 |
| 01 78 00 CLOSEOUT SUBMITTALS..... | 17 |
| 02 00 00 EXISTING CONDITIONS..... | 18 |
| 02 20 00 ASSESSMENT | 18 |
| 06 00 00 WOOD, PLASTIC AND COMPOSITES | 18 |
| 06 10 00 ROUGH CARPENTRY | 18 |
| 06 20 00 FINISH CARPENTRY | 18 |
| 06 40 00 ARCHITECTURAL WOODWORK | 19 |
| 06 41 00 ARCHITECTURAL MILLWORK | 19 |
| 06 41 16 Plastic-Laminate-Clad Architectural Cabinets..... | 20 |
| 07 00 00 THERMAL AND MOISTURE PROTECTION..... | 20 |
| 07 20 00 THERMAL PROTECTION..... | 20 |
| 07 21 00 THERMAL INSULATION..... | 20 |
| 07 30 00, 07 40 00, 07 50 00 ROOFING | 20 |
| 07 90 00 JOINT PROTECTION | 20 |
| 07 91 00 PREFORMED JOINT SEALS; 07 92 00 JOINT SEALANTS | 20 |
| 08 00 00 OPENINGS..... | 21 |
| 08 10 00 DOORS AND FRAMES..... | 21 |
| 08 11 00 METAL DOORS AND FRAMES | 21 |

| | |
|---|-----------|
| 08 14 00 WOOD DOORS | 21 |
| 08 30 00 SPECIALTY DOORS AND FRAMES | 22 |
| 08 40 00 ENTRANCES, STOREFRONTS, AND CURTAIN WALLS | 22 |
| 08 43 13 ALUMINUM FRAMED STOREFRONTS | 22 |
| 08 50 00 WINDOWS | 23 |
| 08 70 00 HARDWARE | 23 |
| 08 71 00 ACCESS CONTROL HARDWARE | 24 |
| 08 80 00 GLAZING | 25 |
| 09 00 00 FINISHES | 25 |
| 09 20 00 PLASTER AND GYPSUM BOARD | 27 |
| 09 21 00 PLASTER AND GYPSUM BOARD ASSEMBLIES | 27 |
| 09 22 00 SUPPORTS FOR PLASTER AND GYPSUM BOARD | 27 |
| 09 28 00 BACKING BOARDS AND UDERLAYMENTS | 28 |
| 09 28 13 CEMENTITIOUS BACKING BOARDS | 28 |
| 09 30 00 TILING | 28 |
| 09 30 13 CERAMIC TILING | 28 |
| 09 50 00 CEILINGS | 28 |
| 09 51 00 ACOUSTICAL CEILINGS | 28 |
| 09 53 00 ACOUSTICAL CEILING SUSPENSION ASSEMBLIES | 29 |
| 09 60 00 FLOORING | 29 |
| 09 65 00 RESILIENT FLOORING | 29 |
| 09 65 13 RESILIENT BASE | 29 |
| 09 65 16 VINYL SHEET FLOORING | 29 |
| 09 65 19 RESILIENT TILE FLOORING | 29 |
| 09 65 19.19 VINYL COMPOSITION TILE FLOORING | 29 |
| 09 68 00 CARPETING | 30 |
| 09 68 13 TILE CARPETING | 30 |
| 09 80 00 ACOUSTIC TREATMENT | 32 |
| 09 81 00 ACOUSTIC INSULATION | 32 |
| 09 90 00 PAINTING AND COATING | 32 |
| 09 91 00 PAINTING | 32 |
| 10 00 00 SPECIALTIES | 33 |
| 10 10 00 INFORMATION SPECIALTIES | 33 |
| 10 14 00 SIGNAGE | 33 |
| 10 20 00 INTERIOR SPECIALTIES | 34 |
| 10 21 00 COMPARTMENTS AND CUBICLES | 34 |
| 10 21 13 TOILET COMPARTMENTS | 34 |
| 10 26 00 WALL AND DOOR PROTECTION | 34 |
| 10 26 13 CORNER GUARDS | 34 |
| 10 28 00 TOILET, BATH AND LAUNDRY ACCESSORIES | 34 |
| 10 28 19 TUB AND SHOWER ENCLOSURES | 35 |
| 10 70 00 EXTERIOR SPECIALTIES | 35 |
| 10 75 00 FLAGPOLES | 35 |
| 10 75 16 GROUND –SET FLAGPOLES | 35 |
| 11 00 00 EQUIPMENT | 36 |
| 11 80 00 FACILITY MAINTENANCE AND OPERATION EQUIPMENT | 36 |
| 11 82 00 FACILITY SOLID WASTE HANDLING EQUIPMENT | 36 |

| | |
|---|-----------|
| 12 00 00 FURNISHINGS | 36 |
| 12 20 00 WINDOW TREATMENTS | 36 |
| 22 00 00 PLUMBING | 37 |
| 22 10 00 PLUMBING PIPING | 37 |
| 22 30 00 PLUMBING EQUIPMENT | 37 |
| 22 40 00 PLUMBING FIXTURES | 37 |
| 23 00 00 HEATING VENTILATION AND AIR CONDITIONING (HVAC) | 38 |
| 23 30 00 HVAC AIR DISTRIBUTION | 43 |
| 26 00 00 ELECTRICAL | 43 |
| 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL | 43 |
| 26 05 13 MEDIUM-VOLTAGE OPEN CONDUCTORS | 44 |
| 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS | 44 |
| 26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEM | 44 |
| 26 08 00 COMMISSIONING FOR ELECTRICAL SYSTEMS | 46 |
| 26 09 00 INSTRUMENTATION AND CONTROL FOR ELECTRICAL SYSTEMS | 46 |
| 26 27 00 LOW-VOLTAGE DISTRIBUTION EQUIPMENT | 47 |
| 26 50 00 LIGHTING | 48 |
| 26 51 00 INTERIOR LIGHTING | 48 |
| 26 51 13 INTERIOR LIGHTING FIXTURES, LAMPS, AND BALLASTS | 48 |
| 26 52 00 EMERGENCY LIGHTING | 49 |
| 27 00 00 COMMUNICATIONS | 50 |
| 27 20 00, 27 20 00, 27 40 00 VOICE, DATA, AND AUDIO-VISUAL COMMUNICATIONS | 50 |
| 28 00 00 ELECTRONIC SAFETY AND SECURITY | 51 |
| 28 30 00 ELECTRONIC DETECTION AND ALARM | 51 |
| 28 31 00 FIRE DETECTION AND ALARM | 51 |
| 32 00 00 EXTERIOR IMPROVEMENTS | 51 |
| 32 10 00 BASES, BALLASTS AND PAVING | 51 |
| 32 13 00 RIGID PAVING | 51 |
| 32 17 00 PAVING SPECIALTIES | 51 |
| 32 17 13 PARKING BUMPERS | 51 |
| 32 17 23 PAVEMENT MARKINGS | 52 |
| 32 39 00 MANUFACTURED SITE SPECIALTIES | 52 |
| 32 39 13 MANUFACTURED METAL BOLLARDS | 52 |
| 32 80 00 IRRIGATION | 52 |
| 32 84 00 PLANTING IRRIGATION | 52 |
| 32 90 00 PLANTING | 52 |

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00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

00 20 00 INSTRUCTIONS FOR PROCUREMENT

1.1 PREVAILING WAGES

Lessor and Lessor's Contractor shall pay Prevailing Wages or applicable Federal 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). Lessor agrees to comply with the provisions of RCW 39.12 as required under RCW 39.04.260 unless specifically exempted by the Department of Labor and Industries. Submit all compliance paperwork directly to L&I, who makes all determinations regarding the applicability of Prevailing Wage. When prevailing wage is applicable, the Lessor shall provide to the RES Design Professional at the conclusion of the project certification of full compliance with L&I's prevailing wage regulations in order to receive the final project payment. For additional information, visit L&I's website at

<http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp>

END OF Division 00 00 00

01 00 00 GENERAL REQUIREMENTS

01 10 00 SUMMARY

1.1 GENERAL

The following are the State's minimum quality standards for construction materials, assemblies and equipment. The Department of Enterprise Services, Real Estate Services (RES) will release to the Lessor final approved plans and performance specifications (LSR) reflecting each project's requirements. All items required to provide a complete, operational and fully functional facility meeting all approved codes shall be included as part of this project unless stated otherwise. These specifications are generic and apply to a broad range of projects. Some items may not be required on all projects (such as plumbing fixtures when the project involves only minor interior alterations). Provide all materials and accessories for complete, proper installation and operation of products described in the contract documents, even if not specified in this document. Final determination of applicable requirements is the sole responsibility of the RES Design Professional.

1.2 PROJECT DOCUMENTS

These specifications, including any addenda, along with RES-approved drawings, summarize the project requirements. Changes to these documents may only be made in writing by the RES Design Professional. Omissions and discrepancies between construction drawings, specifications, site conditions, and code requirements shall be brought to the attention of RES. The RES Design Professional will clarify the intent of the drawings and program requirements and assist in resolving conflicting issues. The RES-approved drawings will include RES and Lessee approval signatures and BOMA area calculations in the lower right hand corner of the sheet.

01 20 00 PRICE AND PAYMENT PROCEDURE

01 23 00, 01 25 00 ALTERNATES AND SUBSTITUTION PROCEDURES

1.1 ALTERNATES/SUBSTITUTIONS AND MATERIALS

The State will consider formal requests from the Lessor for substitution of products, systems or materials in place of those specified. Construction methods or materials other than those mentioned herein may be acceptable if, with the RES Design Professional's written approval, they provide equal or better quality, appearance, safety and function.

Lessor will provide a written statement to RES that they have investigated the proposed product and method and determined that it is equal or superior to that specified. Submit to RES Design Professional a copy of the manufacturer's literature indicating product description, performance and test data, reference standards and samples (if requested). Provide a complete, detailed description of proposed alternate construction methods. Provide a minimum of 10 working days for all substitutions to be reviewed for approval by the RES Design Professional. Approval of the proposed substitution must be in writing from the RES Design Professional (see Section 01 33 00 for submittal requirements).

Lessor shall coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects. Lessor is responsible for coordinating all work resulting from substitutions and is not relieved of any responsibilities for the project under the contract. Lessor is responsible for any cost increase associated with substitutions.

01 26 00 CONTRACT MODIFICATION PROCEDURES

1.1 CHANGE ORDERS

CHANGES AND REVISIONS

Any change or revision to the work that would result in additional cost to the State must be proposed in writing to RES. The RES Design Professional must authorize in writing any proposed change or revision to the work. Tenant agencies have no authority to direct the Lessor or Lessor's Contractor to make changes to the Work; nor may they make payments for unauthorized work.

CHANGE ORDERS

Tenant Agencies may at any time request additions, deletions, revisions, or other changes in the Work. If any proposed change or revision to the work would result in additional cost to the State, it must be submitted in writing to RES and shall be incorporated into Change Order.

All Change Order cost submittals must conform to the format required under item 3.8 Submission of Costs. If the proposal is accepted, the RES Design Professional will issue written Notice to Proceed.

01 29 00 PAYMENT PROCEDURES

Upon satisfactory completion of the project, as delineated in Section 01 77 00, the RES Design Professional will issue to the Lessee an Authority to Pay for all RES-approved non-amortized costs.

1.1 AUTHORIZATION OF PROJECT PAYMENTS

The Lessor shall submit to the RES Design Professional (not the Lessee) invoices reflecting all project costs incurred by the State. The RES Design Professional will then issue an Authority to Pay (ATP) to the Lessee for their direct payment to the Lessor. The release of any ATP is at the discretion of the RES Design Professional.

Up to 80% of all RES-approved additional tenant improvement costs or change order costs may be payable to the Lessor subsequent to the RES Design Professional's determination of Substantial Completion. The balance of all RES-approved costs is payable to the Lessor upon the RES Design Professional's determination that the Lessor has satisfactorily resolved all punch list items.

01 30 00 ADMINISTRATIVE REQUIREMENTS

01 31 00 PROJECT MANAGERMENTS AND COORDINATION

1.1 General Communications

All instructions to the Lessor will be given by the RES Design Professional. RES Design Professional's verbal instructions must be confirmed in writing. Minor clarification may be confirmed in meeting minutes or site visit reports. Promptly inform the RES Design Professional of deviations from the established schedule, dimensional irregularities, code concerns, etc. Contractor/superintendent shall be readily available by mobile device during normal business hours. Provide telephone number(s) to the RES Design Professional.

01 33 00 SUBMITTAL PROCEDURES

1.1 PRODUCT SUBMITTALS

Submit, as pertains to the tenant occupied space finishes, complete product specifications, literature, and all material, color and finish samples to RES Design Professional for approval and/or selection. Allow 10 working days for submittals to be reviewed by RES Design Professional. Provide a minimum of 2 submittal packages for review unless electronic submittals are acceptable to the RES Design Professional. Submit together all colors and materials that occur in the same room or rooms. Provide shop drawings where appropriate. Coordinate with Tenant pre-approved color board, if applicable.

Mechanical equipment submittals shall include, but not be limited to, HVAC equipment, fans, air conditioning units, duct lining, controls zoning layout and the controls. The submittals shall indicate the equipment operating point, sound data and pressure drop information.

1.2 SAFETY DATA SHEETS (SDS)

Provide Safety Data Sheets for the following building materials if utilized in preparation of the leased space: insulation, PVA sealer, gypsum wallboard, paint, ceiling tile, carpet, base, carpet/base adhesive, floor patching compounds and sealers, and millwork, and as requested by the RES Design Professional. Maintain copies of SDS at facility location.

01 40 00 QUALITY REQUIREMENTS

01 41 00 REGULATORY REQUIREMENTS

01 41 13 CODES

If access, fire, life-safety, health hazards, or structural deficiencies are detected either before or after occupancy, they shall be corrected by the Lessor at his sole cost and expense. Lessor is responsible for all new construction meeting applicable code requirements.

01 41 26 PERMIT REQUIREMENTS

Lessor shall procure permits, pay all associated fees, and meet all city and/or county requirements as required for completion of the project. Provide copies of the final signed-off building permit and/or the final Certificate of Occupancy to the RES Design Professional at closeout.

01 43 00 QUALITY ASSURANCE

All project work shall be completed in accordance with sound engineering practices, good trade workmanship, and utilizing new or quality used materials, clean and free from blemishes.

01 50 00 TEMPORARY FACILITIES AND CONTROLS

01 51 00, 01 52 00 TEMPORARY UTILITIES AND CONSTRUCTION FACILITIES

1.1 TEMPORARY FACILITIES AND UTILITIES

Lessor shall provide and pay for all temporary construction facilities and utilities.

01 57 00 TEMPORARY CONTROLS

01 57 19 TEMPORARY ENVIROMENTAL CONTROLS

Maintain acceptable indoor air quality in occupied portions of State-leased buildings undergoing renovation projects, by observing the following:

- A. Schedule work with Lessee as not to interfere with its mission and or workflow. When possible schedule work which results in excessive smells, noise, or dust in tenant agencies off hours.
- B. The size of the area in which renovation is to occur and the scope of the project may necessitate the temporary relocation of the tenants during the construction period. This will be mutually agreed upon and arranged by RES staff and the Lessee.
- C. To prevent construction dust and fumes from infiltrating the building's mechanical system and thereby affecting indoor air quality, the area where renovation is to be performed shall be separated and sectioned off from the remaining space by temporary partitions or plastic sheeting.

If the mechanical system is operational during construction, a MERV 8 filter(s) shall be used. Immediately prior to occupancy, the filter shall be changed to a clean MERV 13. If the building mechanical system cannot accommodate a MERV 13 filter, alert the RES Design Professional and default to a clean MERV 8.

D. The mechanical system serving the entire space where renovation occurs may need to be turned off during renovation; if so, outside air shall be introduced to this space by means of auxiliary fans. Maintain a slight negative pressure in the construction area. Heating units shall be utilized as required.

E. All finish materials, including preparatory products, shall be non-VOC (volatile organic compound) type products. (See Section 01 33 00, 1.2)

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

01 74 00 CLEANING AND WASTE MANAGEMENT

01 74 23 FINAL CLEANING

Prior to the RES Design Professional's final punch list inspection, perform the following cleaning services throughout the leased facility and in areas directly serving the facility. All finishes are to be cleaned according to manufacturer's recommendations.

Maintain the facility in a properly cleaned condition until commencement of rent or tenants begin their move-in process, whichever occurs first, except for items specifically noted in the RES Design Professional's punch list letter.

- A. Clean and sweep all parking areas, driveways, and sidewalks. Remove all construction debris and equipment.
- B. Wash all interior and exterior glazing; clean window and relite frames of all debris.
- C. Repair, patch, touch up, and/or replace marred surfaces, restoring to a like-new condition. Provide touch-up painting of all walls, corners, columns, soffits, and other paintable surfaces, achieving a blemish-free condition.
- D. Vacuum, prepare and clean all finished floor materials and surfaces per manufacturer's recommendations.
- E. Remove grease, dust, dirt, stains, labels, fingerprints, etc. from exposed surfaces.
- F. Clean all HVAC supply and return air diffusers and grilles, ducts, blowers, coils, fixtures, equipment and piping. Replace disposable air filters and clean permanent filters.
- G. Flush water systems (see Section 22 40 00, 1.1).

01 77 00 CLOSEOUT PROCEDURES

1.1 CERTIFICATIONS, WARRANTIES AND SUBMITTALS

Subsequent to the RES Design Professional's determination of Substantial Completion and their approval of initial occupancy by the Lessee, and prior to final inspection or acceptance of the facility by RES, provide the following to the RES Design Professional:

- 1) Permanent Certificate of Occupancy or final signed-off building permit
- 2) As-built drawings (see Section 01 78 00, 1.2)

- 3) Operations & Maintenance manuals (see Section 01 78 00 1.1)
- 4) Domestic water potability certification (see Section 22 44 00, 1.1)
- 5) Safety Data Sheets (SDS) (see Section 01 33 00, 1.2)

Submit written certifications to the RES Design Professional on the respective subcontractor's or consultant's letterhead, signed by the licensed designer/engineer for this project, addressing and specifically stating compliance with the following issues:

- A. The HVAC (mechanical) system serving this leased facility has been installed and is operating in accordance with the RES-approved plans and specifications, is clean (all filters have been changed just prior to tenant occupancy), properly balanced, fully operational, and will perform satisfactorily to meet the State's requirements, including the Washington State Energy Code and International Mechanical Code.
- B. The electrical system (receptacles, equipment connections, etc.) has been installed and is operating in accordance with the RES-approved plans and specifications, and all circuitry and receptacles are configured and functioning as intended by their design.

01 78 00 CLOSEOUT SUBMITTALS

1.1 OPERATING INSTRUCTIONS / MAINTENANCE MANUALS

Provide Operations & Maintenance manuals for all facility systems, equipment, hardware, finish materials for which the tenants have the responsibility to clean (example: carpet, resilient flooring) or the ability to control, revise, or alter settings or the like at their discretion (example: cypher locks, electronic access systems, thermostats, special HVAC units, special lighting controls). All information contained in these manuals shall be neat, clean, readable, and orderly.

Specific information to be contained in these manuals include:

- A. Names and phone numbers of repair/maintenance contacts.
- B. Simplified operating instructions, and complete emergency instructions in case of system failure or natural disaster.
- C. All warranties/guarantees.
- D. Manufacturer's recommendations for continued care, including method and frequency of cleaning and maintenance.
- E. Reduced-scale zone map for the completed HVAC system and its controls.
- F. HVAC system balance report that indicates conformance with the designed system.

Provide walk-thru training (conducted by the appropriate personnel of the respective disciplines) for the designated Lessee facility manager covering the HVAC controls and all other major building systems/equipment/ hardware.

1.2 PROJECT RECORD / AS-BUILT DRAWINGS

As the job progresses, the Lessor shall keep at the project site an accurately marked-up set of Contract Documents showing all changes and deviations from the original RES-approved drawings. Upon completion of project, the Lessor shall transfer all changes and deviations indicated on their project sets to a permanent as-built drawing set. All such information shall be neatly and clearly drawn and described with technical accuracy. Lessor shall provide CAD as-built drawings to the RES Design Professional, and one "red-lined" markup of the State-approved plans in electronic format.

END OF DIVISION 01 00 00

02 00 00 EXISTING CONDITIONS

02 20 00 ASSESSMENT

1.1 SITE CONDITIONS

The Lessor is responsible for investigation and determination of all existing site conditions and requirements.

Provide right-of-way construction and site drainage as required by authorities having jurisdiction. All new utilities required for this project shall be underground and meet all local regulations. Existing above-ground utilities may be retained unless local code requires modification.

END OF DIVISION 02 00 00

06 00 00 WOOD, PLASTIC AND COMPOSITES

06 10 00 ROUGH CARPENTRY

1.1 DESCRIPTION OF THE WORK

Provide carpentry work, all materials and items required for complete installation of products including anchors, fasteners and other necessary accessories. Anchor materials solidly in manner directed and in accordance with highest industry standards. Provide blocking as required for products specified elsewhere. (See also Section 09 20 00)

06 20 00 FINISH CARPENTRY

1.1 MATERIALS AND FINISHES

Provide all materials and items required for complete installation of products, including hardware, anchors, fasteners, and other necessary accessories. Finish wood with stain and minimum 2 coats semi-gloss finish. Provide solid hardwood, hardwood veneer, plastic laminate-surfaced plywood or medium-density fiberboard, or other non-VOC material.

1.2 EQUIPMENT BOARDS

Provide (2) nominal 4'x8'x ¾" fire-retardant treated plywood on walls of voice/data distribution rooms or as otherwise noted on the RES approved plan. Mount bottom no lower than 24" above floor, top no

higher than 84" above floor. Alternate design may be indicated on RES approved drawing or specified by RES Design Professional. Mount on wallboard, masonry, or concrete. Existing equipment boards may be reused if treated with flame retardant coating.

1.3 PARTITION CLOSURE TRIM: TERMINATIONS AT EXTERIOR WINDOWS

Provide sound resistant wood or metal closing trim at walls meeting window mullions or window glazing. Match depth and type of windowsill material and finish wall ends. Styrofoam closures are not acceptable. Submit proposed method to RES Design Professional for review.

1.4 CHAIR RAIL

Chair rail shall be clear hardwood, 5/4 x 6 with eased edges and clear finish. Confirm mounting height with RES design professional. Mount chair rail using scarf joints, blind nailing, and mitered corners, with no exposed end grain. Alternate chair rail materials or products may be used with approval of RES design professional.

06 40 00 ARCHITECTURAL WOODWORK

06 41 00 ARCHITECTURAL MILLWORK

1.1 GENERAL

Furnish and install millwork at the locations shown on the RES approved drawings and as specified, complete with hardware. Provide shop drawings for service/reception counters and/or other specialty millwork to RES Design Professional for review and approval. Provide adequate blocking, bracing and attachment. Shelves shall support minimum 25 pounds per lineal foot without sagging. Provide (1) shelf for every 14", adjustable in 1" increments with wall-mounted aluminum standards and brackets.

1.2 RESTROOM VANITY COUNTERS

Provide wall-mounted countertop with drop in sink. Finish per cabinet specifications.

1.3 COFFEE BAR AND LUNCHROOM CABINETS

See plan for sink location and special features. Design shall be accessible per local building codes. Provide 4" x 4" toe space and base to match room base. Provide plastic laminate-faced countertop with 4" high (min) plastic laminate back and side splashes. Provide plastic laminate-faced plywood, medium-density fiberboard, or other non-VOC material, for cabinet faces with matching edges for all exposed-to-view surfaces; white melamine finish may be provided for interior surfaces and surfaces not exposed to view. Provide accessible stainless steel "D" pulls, or RES approved alternate, and adjustable self-closing hinges.

06 41 16 Plastic-Laminate-Clad Architectural Cabinets**1.1 DESCRIPTION OF THE WORK**

Provide 1/16" thick, high-pressure plastic laminate where shown on the drawings or as specified. Provide quality materials such as Wilsonart, Formica, Nevamar, or as approved by the RES Design Professional. Locations may include countertops, edges, splashes, window sills, cabinet faces, wainscot where indicated on drawings, toilet partitions and/or doors. See Sections 09 00 00, 1.2 and 10 21 00 for related requirements.

END OF DIVISION 06 00 00

07 00 00 THERMAL AND MOISTURE PROTECTION**07 20 00 THERMAL PROTECTION****07 21 00 THERMAL INSULATION**

Provide thermal insulation for roof, walls, floor, and so forth, as required by the Washington State Energy Code. Attach all insulation to permanent structure. Material laid on ceiling tile to achieve thermal insulation value is not acceptable.

07 30 00 , 07 40 00, 07 50 00 ROOFING**1.1 NEW CONSTRUCTION AND REPLACEMENT ROOFING**

Provide complete assembly meeting all manufacturer's requirements for minimum 20-year guarantee. Use compatible materials. All low-sloped roofs shall have a reflective coating (or use a light-colored roofing material which shall be kept clean and in good repair to maintain its effectiveness. Design roof with positive slope; control run-off with adequately sized rainwater leaders and storm water system. Protect all openings against water infiltration with curbs, minimum of 6" high. Control runoff away from sidewalks and entries.

1.2 EXISTING ROOFING

Provide roof assemblies in good repair, free of leaks and prolonged standing water (longer than 48 hours). Control runoff away from sidewalks and entries.

07 90 00 JOINT PROTECTION**07 91 00 PREFORMED JOINT SEALS; 07 92 00 JOINT SEALANTS**

1.1 All interior sealants, adhesives and compound products used shall be non-toxic, low-odor and solvent-free, and shall be antimicrobial with no hazardous vapors and containing no carcinogenic materials. All exterior sealants shall be as recommended by the manufacturer for substrate compatibility. Provide all necessary items required for complete sealant installation.

END OF DIVISION 07 00 00

08 00 00 OPENINGS

08 10 00 DOORS AND FRAMES

1.1 GENERAL

Provide commercial-grade products. Replace all warped doors. Replace any existing door that cannot be restored to like-new condition. All replacement doors to match existing.

08 11 00 METAL DOORS AND FRAMES

1.1 SIZE AND CONSTRUCTION (EXTERIOR)

Unless otherwise specified doors shall be 3'-0" minimum width, 7'-0" high or match existing, 1- $\frac{3}{4}$ " thick flush, 18 gauge minimum, galvanized and insulated. Frames shall be galvanized, welded, insulated, weather stripped, 16 gauge minimum, and reinforced for hardware.

1.2 SIZE AND CONSTRUCTION (INTERIOR)

Unless otherwise specified doors shall be 3'-0" minimum width, 7'-0" high or match existing, 1- $\frac{3}{4}$ " thick, 18 gauge minimum. Frames shall be hollow metal, welded or knockdown frames, 16 gauge minimum, reinforced for hardware.

1.3 INSTALLATION

Coordinate all door installation, magnetic hold-opens and electric locking requirements with the door frame supplier and the building security and access systems vendors.

08 14 00 WOOD DOORS

1.1 SIZE AND CONSTRUCTION

Unless otherwise specified doors shall be 3'-0" minimum width, 7'-0" high or match existing. All wood doors shall be hardwood veneer (North American Trees), 1- $\frac{3}{4}$ " thick solid-core. Exterior doors shall be sealed against water penetration.

1.2 FRAMES

Interior frames shall be softwood, hardwood, aluminum, or hollow metal (see Section 08 11 00), as specified in RES approved drawings. If not directly addressed in the RES approved drawings, the Lessor may select the type of frame.

1.3 INSTALLATION

Coordinate all door installation, magnetic hold-opens and electric locking requirements with the door frame supplier and the building security and access systems vendors.

08 30 00 SPECIALTY DOORS AND FRAMES

1.1 DESCRIPTION OF THE WORK

Provide structural enhancements as required or as recommended by door manufacturer to allow proper operation and to prevent sag. Sound attenuation integrity shall extend above ceiling as required to maintain the minimum STC rating from room to room, floor to ceiling, and wall to wall.

1.2 DOOR TYPES AND CONSTRUCTION

1.3 ACOUSTIC OPERABLE PANEL WALLS

Provide STC 44 minimum. Modernfold "Acousti-Seal," "Spacesaver," or Panelfold "Series 4800," or approved equal. Provide integral access door when required by code or as shown on the approved drawing. Coordinate location with RES Design Professional.

ACOUSTIC ACCORDION PARTITIONS

Provide STC 39 minimum; Modernfold "Audio-Wall," or approved equal.

08 40 00 ENTRANCES, STOREFRONTS, AND CURTAIN WALLS

08 43 13 ALUMINUM FRAMED STOREFRONTS

1.1 DESCRIPTION OF THE WORK

Provide thermally-broken commercial-quality aluminum storefronts and all appropriate accessories constituting a complete assembly. Construction shall be compatible with power operators. Where applicable, modify existing storefront doors and frames as required to accommodate specific requirements for Tenant security and access systems. See Section 08 80 00 for glazing requirements.

1.2 SIZE, COMPONENTS AND CONSTRUCTION

DOORS

Unless otherwise specified doors shall be a minimum of 3'-0" wide and 7'-0" high, or match existing, head and jamb stiles designed to receive insulated tempered glass and accommodate power operators as required.

WINDOWS

Window frames shall match door frames, heads mounted at the same level as adjacent door head heights, unless specifically noted otherwise.

1.3 MANUFACTURERS

Kawneer Company, Inc., or approved equal.

Horton Series 2000 linear drive sliding door, or approved equal.

08 50 00 WINDOWS

1.1 WALL RELITES

Frames shall match door frames, heads mounted at the same level as adjacent door head heights, unless specifically noted otherwise; non-standard sizes will be shown on the drawings. Provide fire-rated assemblies and/or safety glazing where required by code.

1.2 DOOR RELITES

Frames shall complement door frames, unless specifically noted otherwise; non-standard sizes will be shown on the drawings. Provide fire-rated assemblies and/or safety glazing where required by code.

08 70 00 HARDWARE

1.1 GENERAL REQUIREMENTS

Provide a Certified Professional Locksmith (CPL) or Architectural Hardware Consultant (AHC) to work with the RES Design Professional to oversee the coordination of all hardware applications. Provide manufacturer's heavy-duty commercial-grade hardware per schedule. Each kind of hardware (locksets, closers, hinges, etc.) shall be obtained solely from one manufacturer.

1.2 KEYING

Key all locks for specified function, operation and security. Provide construction keying to master system. Hardware supplier shall provide construction keys to contractor. Coordinate master keying system with Lessee and CPL or AHC to comply with Lessee requirement. Hardware supplier shall provide 4 sets of permanent keys to the Lessee.

1.3 BASIC HARDWARE

STANDARD DOOR HARDWARE SET (RE: SECTION B3.14)

(2) 1-1/2" BALL BEARING HINGES FOR INTERIOR OFFICE DOORS LESS THAN 7'-0"

(1) LEVER HANDLE PASSAGE SET (CYLINDER)

(1) WALL STOP

(3) SILENCERS (OR SMOKE SEAL/WEATHERSTRIP AS SPECIFIED)

1.4 HARDWARE SPECIAL REQUIREMENTS

LOCKSETS AND LATCHES

All locks and passages shall be equipped with lever hardware, except at mechanical, electrical, telephone, and janitor's rooms, where knurled knobs are acceptable. Provide interchangeable core, heavy-duty commercial, cylindrical type. Corbin-Russwin, Schlage Series ND, or equal.

HINGES

Provide ball-bearing hinges throughout. McKinney or equal. For exterior applications, all hinges to be non-ferrous hinges and pins utilizing non-removable pins where applicable.

CLOSERS

All closers shall be adjustable. Door opening force shall be adjusted per IBC. Spring hinge used as closer is not acceptable. Provide cold-weather fluid in exterior door closers where temperatures regularly drop below freezing. If exterior door does not remain closed in windy weather when closer is adjusted to code pressure, then the Lessor shall provide automatic door openers or an enclosed entry vestibule. Provide closers where called for in the door schedule, or where required by code. LCN or approved equal.

SILENCERS

Provide silencers on each door except where smoke seal or weather stripping is installed.

STOPS

Overhead stop to be concealed, Glynn Johnson 320/330 series or equal. Wall stop to be Glynn Johnson WB50 or equal. Floor stops unacceptable unless approved in writing by RES Design Professional. Provide solid blocking for all wall stops. Closer used as stop is not acceptable.

KICKPLATES

Provide door width appropriate 12" high kickplates, stainless steel, or 1/8" impact-resistant plastic, unless noted otherwise. Provide kickplates on push side of doors unless noted otherwise on the plans. Provide kickplates on all restroom, janitor, stair, entrance and exit/pathway doors, and where called for in the door schedule.

WEATHERSTRIPPING/THRESHOLDS

Weatherstrip all exterior doors with continuous vinyl at head and jambs, and door bottom weatherstripping to achieve highest protection against weather infiltration. Provide beveled, 1/2" maximum rise threshold meeting accessibility requirements at all public entrances and accessible routes.

08 71 00 ACCESS CONTROL HARDWARE**CYPHER LOCKS**

Cypher locks shall be 9-number minimum, mechanical or electronic push-button code access system. Lock shall have changeable code capacity and be capable of remaining continuously unlocked (at Tenant discretion) during business hours. Simplex or equal.

AUTOMATIC OPERATORS

When noted in the door schedule, provide an automatic operator that is actuated by a push-button or plate, and manually operable for other pedestrian traffic. Alternately, infrared sensors may be provided if appropriate for special design applications and approved by the RES Design

Professional. Provide a complete system for full operation, including field-adjustable variable time delay, opening and closing speed, control switching for security access system and locking, all appropriate connections, and complying with all accessibility requirements.

CARD KEY, DIGITAL KEYPAD, AND PROXIMITY READER SYSTEMS

When noted in the door schedule, provide a fully functional system providing access security control, complete with all components including, but not limited to, panels, door strikes, locks, buttons, readers, contacts, connections, switching, control mechanisms, and operating cards (if applicable). Verify the desired operational parameters with the RES Design Professional and Lessee, and interface all construction disciplines as appropriate. (Reference New Space Addendum section 3.11 if applicable.)

FINISH

Provide hardware with matching finishes. Match new hardware finish to remaining existing hardware. For new construction, unless noted otherwise, provide BHMA 612(US10) or 630 (US32D), or as approved by the RES Design Professional.

08 80 00 GLAZING

1.1 DESCRIPTION OF WORK AND PRODUCT QUALITY

All new exterior glazing shall meet current Washington State Energy Code requirements.

Interior glazing shall be as shown on the approved plans or in accordance with applicable codes. All window sills shall be finished with plastic laminate or other approved water-resistant material.

1.2 EXTERIOR WINDOWS & SKYLIGHTS

Provide insulated glazing manufactured and installed in appropriate frames such that the assembly resists air and moisture leaks and interior condensation. For new construction, provide thermally broken commercial frames.

END OF DIVISION 08 00 00

09 00 00 FINISHES

FINISH SCHEDULE (unless noted otherwise on plans or in Addendum)

1.1 FLOORS AND BASE

OFFICES (AND SPACES NOT LISTED BELOW)

Carpet tile and base.

RESTROOMS, SHOWER ROOMS

Slip-resistant, unglazed porcelain or ceramic tile. Sheet vinyl optional for leases not exceeding 5,000 square feet. All flooring material shall have matching cove base extending upward onto the adjacent wall at least 5".

SHOWER STALLS

Slip-resistant, unglazed porcelain ceramic tile, unless a prefabricated fiberglass pan or stall has been approved. Configuration must meet ADA requirements.

BREAK ROOMS, LUNCH ROOMS AND COFFEE BARS

Vinyl composition tile, LVT or sheet vinyl. For coffee bars, install full length of counter, including adjacent space for refrigerators, and minimum 24" out from face of base cabinet, unless shown otherwise on drawings. Provide base below cabinets to coordinate with adjacent finishes.

MECHANICAL, ELECTRICAL, VOICE/DATA DISTRIBUTION, COPY, AND JANITOR ROOMS

Vinyl composition tile and base, unless noted otherwise in the RES approved drawings.

VESTIBULES AND ENTRIES

Woven polypropylene, with base, or as shown on the plans.

1.2 WALLS**OFFICES (AND SPACES NOT OTHERWISE INDICATED)**

Gypsum wallboard; match adjacent wall texture (existing construction); provide light orange peel texture in new construction; satin or eggshell sheen paint. Provide Level III (minimum) finish.

DRINKING FOUNTAINS

Plastic laminate on adjacent walls to 48" high above finished floor, with continuous metal or matching plastic edges. Extend 18" minimum on each side of fountain. Configuration must meet ADA.

RESTROOMS, SHOWER ROOMS

Ceramic tile wainscot to the height of toilet partitions or 72" above finish floor (AFF) minimum on all walls; gypsum wallboard with semi-gloss enamel above. For leased spaces under 5,000 square feet, FRP wainscot (all walls) and sheet vinyl floors with integral base may be substituted in lieu of ceramic tile.

SHOWER STALLS

Full-height ceramic tile, unless prefabricated fiberglass enclosure has been approved.

JANITOR ROOMS AND MOP SINKS

Gypsum wallboard, with plastic laminate wainscot, Kydex Panels, Marlite FRP or equivalent to 48" high minimum above finished floor at mop sink. Extend 18" minimum on each side of sink.

1.3 CEILINGS

OFFICE AREAS AND CONFERENCE ROOMS

Acoustical tile suspended ceiling system. Office ceiling height 9'-0" minimum in all areas unless otherwise indicated. Provide 10'-0" minimum ceiling height for large open areas where the minimum room width exceeds 30'.

RESTROOMS

Provide gypsum wallboard with semi-gloss paint. Ceiling height shall be 7'-6" minimum, 8'-0" preferred.

SHOWER ROOMS

Provide gypsum wallboard with epoxy coating.

MECHANICAL, VOICE/DATA DISTRIBUTION, AND ELECTRICAL ROOM

Ceiling tile gridded ceilings are required in these room types. In lieu of ceiling tile, rooms may have floor to structure above partitions (open ceiling).

JANITOR ROOMS

Hard ceilings are required in these room types. In lieu of hard ceilings, rooms may have floor to structure above partitions (open ceiling).

09 20 00 PLASTER AND GYPSUM BOARD

09 21 00 PLASTER AND GYPSUM BOARD ASSEMBLIES

1.1 GYPSUM WALLBOARD

Provide 5/8" thick, type "X" for all dry areas, unless otherwise indicated. Install water-resistant 5/8" thick, type "X" for all toilet rooms, and similar wet areas (see Section 09 28 13 for ceramic tile applications). Screw-attach wallboard into metal studs or kiln dried wood studs. Maintain fire-resistant rating of wall/ceiling assemblies at openings. Provide galvanized metal, or plastic cornerbead and edge trim. Tape and mud joints (two coats minimum). For existing facilities, match existing adjacent wall texture.

09 22 00 SUPPORTS FOR PLASTER AND GYPSUM BOARD

For non-loadbearing walls and hard ceilings, provide wood or light gauge steel framing. For light gauge steel framing, comply with drywall manufacturer's recommendations.

Provide studs spaced at 16" on-center minimum for light gauge steel framing or 24" maximum for wood studs. Install supplementary framing, blocking and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, door stops, grab bars, toilet accessories, furnishings, adjustable shelves, chair rails, and similar construction, sized to carry weight or loading to meet all requirements for items supported.

Provide finished trim or smooth appearance where top of wall meets underside of suspended ceiling. Minimize the gap and provide "J" or "L" metal trim between top of wall and ceiling. Provide bracing to the above-ceiling support structure over doors and elsewhere as required by the building code. Frame around ducts penetrating walls to provide support for gypsum wallboard.

09 28 00 BACKING BOARDS AND UDERLAYMENTS

09 28 13 CEMENTITIOUS BACKING BOARDS

Provide Tile Council of North America (TCNA)-approved tile backer-board behind all ceramic tile applications in all wet areas: USG Durock™ or equal. Install with corrosion resistant fasteners. (See also Section 10 28 19). Install per TCNA installation recommendations.

09 30 00 TILING

09 30 13 CERAMIC TILING

1.1 DESCRIPTION OF WORK

Provide glazed ceramic tile wainscots and slip-resistant porcelain ceramic tile floors. Provide bullnosed edges or extruded aluminum transition accessories at all terminations and/or transitions to other materials, and preformed inside/outside pieces at wall corners and base. Completely seal all ceramic tile applications after installation. Provide grouting, cleaning and sealing in accordance with the tile and grout manufacturer's recommendations.

09 50 00 CEILINGS

09 51 00 ACOUSTICAL CEILINGS

1.1 DESCRIPTION OF WORK

Provide all items required for complete installation of ceiling system, including wall moldings, anchors, accessories, fasteners, etc., required by conditions of installation and/or applicable codes.

NON-FIRE-RATED TILE

Ceiling Attenuation Class (CAC, formerly STC) minimum range 35 - 39, NRC minimum range .65 - .75. Tile with lower CAC and NRC values than those specified is not acceptable. Provide in all areas except as otherwise indicated on the drawings or specifications, or as required by code. Armstrong Fine Fissured, USG Glacier, Omni or equal. Provide humidity-resistant tiles in "wet" and exterior areas.

FIRE-RATED TILE

CAC minimum range 35 - 39, NRC minimum range .60 - .70. Tile with lower CAC and NRC values is not acceptable. Install tile in accordance with tile manufacturer's requirements, all in the same direction. Provide in all areas as required. Armstrong Fine Fissured USG Glacier, Fissured, Omni or equal.

09 53 00 ACOUSTICAL CEILING SUSPENSION ASSEMBLIES

Provide rust-resistant exposed grid system for lay-in acoustical tile, fire-rated where required. Installation typical in all areas except as noted. Grid shall match acoustic tile background, white color or as specified. In no case shall the grid be attached to the mechanical ductwork. Provide seismic bracing and support as required by the building code. Provide humidity-resistant grid system for "wet" areas and laboratories.

For repair/restoration of existing grids that are discolored or rusted, provide GridMAX by Acoustic Ceiling Products, or approved equal, throughout the entire affected space.

09 60 00 FLOORING

09 65 00 RESILIENT FLOORING

1.1 DESCRIPTION OF WORK

Provide resilient flooring as shown and specified. Provide materials and items as required for complete installation of products, including fasteners, anchors, and other necessary accessories. Prepare substrate(s) per manufacturer's directions.

1.2 FINISH CONDITION

All resilient flooring areas shall be cleaned and finished according to manufacturer's recommendations just prior to Tenant occupancy.

09 65 13 RESILIENT BASE

All topset cove base shall be from continuous rolls, rubber/vinyl mix, uniform color full thickness, Johnsonite or Roppe 700 series, or approved equal. All joints to be tight-butt and sealed. 5/8" standard toe base. Provide job-formed corners from continuous rolls.

Provide vinyl or metal transition strips at floor material transitions. Finished transitions greater than 1/4" high shall be beveled or ramped per accessibility requirements.

09 65 16 VINYL SHEET FLOORING

Commercial-grade, .085" thick, .050" wear surface, Mannington Magna, Armstrong Corlon or equal. All sheet vinyl seams shall be welded in compliance with manufacturer's recommendations.

09 65 19 RESILIENT TILE FLOORING

Luxury Solid Vinyl Tile (LVT or LVP), conforming to ASTM F 1700, Class III, Types A (smooth) or B (embossed surface). Glue-down applied, 0.10" (2.5mm) thick, with 20 mil (0.5mm) wear layer. Armstrong - Natural Creations, Mannington - Nature's Paths, Mohawk - Global Entry, or equal. 15 year minimum warranty.

09 65 19.19 VINYL COMPOSITION TILE FLOORING

Minimum 12" x 12" x 1/8" thick, Mannington, Armstrong, Azrock, Tarket, or approved equal.

For slip-resistant flooring use Armstrong Stepmaster or Mannington Assurance Tile (18" x 18") or equal where slip-resistance is noted on drawings.

09 68 00 CARPETING

1.1 DESCRIPTION OF WORK

Provide preparation, substrates, and any materials required (adhesives, floor sealers, fillers, leveling compounds, seaming tapes etc.) for complete installation of carpet. Installation and products shall be per manufacturer's recommendation.

1.2 PRODUCT QUALITY

All carpet shall be from the same dye lot. Products utilizing olefin or polyester nylons are unacceptable. All carpet products shall consist of recycled content and be 100% recyclable (reference A5.6 if included in attached addendum), and shall bear the CRI Green Label Plus approval as well as a CRI Green Label Plus Indoor Air Quality Control Category & Registration Number.

09 68 13 TILE CARPETING

1.1 PRODUCTS

CARPET TILE

TYPE: Level or textured loop

TILE SIZES: per Manufacturer

YARN TYPE: 100% type 6 Nylon or type 6.6 Nylon (see MR Rating)

MODIFICATION RATIO (mr): 2 or lower

DYE METHOD: Minimum 70% Solution-dyed / Maximum 30% Yarn-dyed

FIBER AND BACKING WEAR WARRANTY: 15 years

PILE WEIGHT: 17 oz. minimum

PILE DENSITY: Minimum \pm 6,000-7,000 Moderate to Heavy Traffic (Pile thickness: ASTM D6859 or ASTM D7241 test method)

GAUGE: 1/10 minimum

STITCHES: 6.33 per inch

TUFT DENSITY: 63.3 tufts per square inch minimum

PRIMARY BACK: Polypropylene

SECONDARY BACK: Vinyl, with reinforced fiberglass scrim & integral moisture barrier

SECONDARY BACK WARRANTY: "Non-prorated Lifetime Warranty" - delamination, expanding, shrinking, cupping, and doming.

DIMENSIONAL STABILITY: Pass (AACHEN test)

NYLON TREATMENTS: Test result of 6 or less (AATCC TM175)

RESISTANCE TO DELAMINATION: Minimum 4lb/inch force, no delamination (ASTM D3936)

TUFT BIND: Must resist a minimum of 10 lb force (ASTM D1335)

MOISTURE IMPACT TEST: 10,000 cycles. All product shall pass the British Spill Test and Moisture Impact Test: 5,000 impacts at 1-psi. No penetration on backing. Products will include a permanent moisture barrier; insuring moisture cannot penetrate into the backing and subfloor.

METHENAMINE PILL TEST: Pass (ASTM D-2859)

FLAMMABILITY: Exceeds ASTM E-648 and passes DOC FF#1-70

FLOORING RADIANT PANEL TEST: Class I (Direct Glue) (ASTM E-648)

N.B.S. SMOKE CHAMBER TEST: <450 or less (ASTM E-662)

ELECTROSTATIC PROPENSITY TEST: <3.0 KV (AATCC 134)

TEXTURE APPEARANCE RETENTION RATING (TARR): Minimum 3.5 or greater 3rd party, independent tested (ATMS D5417 or ASTM D5252)

VOC EMISSIONS (per ASTM D5116): CRI green label plus certification number

1.2 ADHESIVES AND FLOOR PRIMERS

Provide non-VOC adhesives and floor primers as recommended by carpet manufacturer and as certified non-VOC by the CRI Indoor Air Quality Adhesive Testing Program.

1.3 PREPARATION

Areas to receive carpet shall be clean, dry and dust-free. Concrete subfloor moisture and heat requirements for subfloor / installation areas shall be in accordance with manufacturer's written instructions. Fill all depressions, cracks and irregularities with non-VOC Portland-based cement compound with latex binders (Ardex, Mapei, or equal), unless specifically prohibited by manufacturer, and grind all ridges and high spots smooth, to achieve a level subfloor throughout. Proceeding with carpet installation constitutes installer's acceptance of the responsibility for correction of unacceptable work due to floor conditions.

1.4 INSTALLATION

Strictly adhere to carpet manufacturer's written floor preparation and installation instructions, as well as CRI Commercial Installation Standard 104 as pertains to project scope. Manufacturer's instructions shall take precedence over CRI 104. Bind edges at floor access panels. Installation of carpet tiles should utilize the "Lift" method for work in occupied spaces.

1.5 FINISH CONDITION

During construction, protect the carpet according to manufacturer's recommendations. Just prior to Tenant occupancy, remove all debris from floors, clean carpet to appropriately eradicate all spots, dirt or adhesive, and make repairs to appropriately eliminate tears, frays, pulled tufts and stains.

1.6 WARRANTY

Provide full product and installation-labor warranty at a minimum for the term of the Lease. Warrant against failure, including loss of adhesion, improper site preparation, and poor workmanship.

09 80 00 ACOUSTIC TREATMENT

09 81 00 ACOUSTIC INSULATION

Provide full-coverage sound attenuation batts in all walls specified to receive them. Walls must be sealed for tight fit at base, ceiling and/or structure. Seal may be sill insulation, acoustic caulk, or other approved method. Provide continuous batt insulation 2' on each side of the wall above the ceiling. The assembly rating of such systems shall achieve and maintain a value of STC 45 minimum, or as noted on drawings. Submit proposed sound wall design and technical data to the RES Design Professional for review.

09 90 00 PAINTING AND COATING

09 91 00 PAINTING

1.1 DESCRIPTION OF WORK

"Paint", as herein defined, means all coating systems materials. Work includes preparation and finishing of all interior and exterior surfaces that are a part of this project. Work shall include adjacent existing surfaces that are disturbed as a result of this work. Work excluded shall be that which is normally excluded such as operating parts and code-required labels.

1.2 MATERIALS

Provide solvent-free, non-VOC paint products.

1.3 PAINTING SCHEDULE

GYPSUM WALLBOARD

Typical: 1 coat primer/sealer, 2 coats eggshell or satin paint.

Toilet rooms: 1 coat primer/sealer, 2 coats semi-gloss paint.

Shower rooms: 1 coat primer/sealer, 2 coats semi-gloss epoxy paint.

CLEAR FINISHES

Finish hardwood veneer doors and wood frames with 1 coat of stain, 2 coats of semi-gloss finish on all surfaces or manufacturers pre-finished doors.

PAINTED METAL

Paint primed hollow metal doors, frames and other prefinished ferrous metals with 2 coats of semi-gloss enamel.

UNPAINTED FERROUS METAL

Prime with one coat rust-inhibiting primer and finish with 2 coats of semi-gloss enamel.

END OF DIVISION 09 00 00

10 00 00 SPECIALTIES**10 10 00 INFORMATION SPECIALTIES****10 14 00 SIGNAGE****1.1 SITE / BUILDING / TENANT IDENTIFICATION SIGNS**

If the State agency occupies a multi-tenanted building, and the building's site sign accommodates individual tenant identification, provide agency identification on the site sign (unless waived by tenant). If the State occupies 100% of a building, provide state tenant identification on the site sign (unless waived by tenant).

If the building does not have a site sign, then provide state tenant identification on a building-mounted sign either on the exterior wall or on the windows nearest the main entry, with the design consistent with other tenant signs.

1.2 ENTRANCE DOOR SIGN

Provide a tenant identification sign located either on the glazing nearest the main entry door, on the wall nearest the main entry, or as otherwise approved by the state tenant. Provide contrasting color, white, or black vinyl, Helvetica, medium style letters, unless approved otherwise by the state tenant.

1.3 BUILDING DIRECTORIES

If the building is occupied by multiple tenants or by more than one state tenant, the Lessor shall provide a building directory located prominently in the building's main entry lobby or where most appropriate for high public visibility.

1.4 ACCESSIBILITY SIGNAGE

Provide visible and tactile international symbol of access signs, including Braille, as required by code. One sign that includes both "Men" and "Women" may be provided at unisex rooms.

1.5 ROOM SIGNS

Provide 1/8"-thick plastic sign at each room requiring identification. At all assembly occupancies (conference, training, interview and hearing rooms, etc.), as part of the room identification sign, provide a slide frame designating either "vacant" or "occupied" at the Tenant's discretion. Provide similar slide frame at all private offices to accommodate tenant-provided insert. Mount frames using double-backed foam tape. Coordinate signage location and appropriate room identification system with the Lessee and the RES Design Professional prior to fabrication. Verify with the Lessee the exact wording to be used on all signs.

10 20 00 INTERIOR SPECIALTIES

10 21 00 COMPARTMENTS AND CUBICLES

10 21 13 TOILET COMPARTMENTS

1.1 TOILET PARTITIONS AND URINAL SCREENS

Provide ceiling-mounted toilet partitions and wall-mounted urinal screens in all restrooms in the configuration shown on the approved drawing. Comply with all accessibility requirements for accessible stalls. Partitions and screens shall be phenolic resin, plastic laminate or painted steel, with steel core pilasters, stainless steel fittings, and door returns to preset positions. All brackets to have solid blocking for anchorage. Manufacturers: Bobrick, AAMCO, METPAR or equal.

In multi-stall configurations, provide a continuous stiffener bar or brace mounted at approximately 6'-6" AFF on the back side of each of the toilet partition ceiling-mounted support pilasters (on the stall side) and extending the full length of the stalls.

10 26 00 WALL AND DOOR PROTECTION

10 26 13 CORNER GUARDS

Provide screw-mounted clear plastic corner guards, minimum of 1" legs, mounted from the top of the rubber base to approximately 48" AFF.

10 28 00 TOILET, BATH AND LAUNDRY ACCESSORIES

1.1 DESCRIPTION OF WORK

Provide vandal-resistant, commercial-grade toilet room accessories, Bobrick or approved equal. Basic Requirements include: all toilet fixtures (see Section 22 22 40 00), privacy partitions and screens (see Section 10 21 13), drop in sinks, toilet paper dispensers, toilet seat cover dispensers, sanitary napkin disposal units, utility shelf, soap dispensers, towel dispensers (or hand dryers), grab bars, waste receptacles, mirrors, and 1 coat hook in each stall. Coordinate project requirements with vendor-supplied accessories.

1.2 TOILET PAPER DISPENSERS

Provide 1 for each stall, 2-roll type.

1.3 TOILET SEAT COVER DISPENSERS

Provide 1 for each toilet stall. Wall-mount above or adjacent to toilet.

1.4 SANITARY NAPKIN DISPOSALS

Provide 1 for each Women's restroom stall.

1.5 UTILITY SHELF

Provide 1 for each restroom stall, minimum 8" wide spring-operated pull-down shelf.

1.6 SOAP DISPENSERS

Provide 1 for each lavatory, 1 for each shower, and 1 for each coffee bar and lunchroom counter.

1.7 PAPER TOWEL DISPENSERS

Provide 1 for each 2 lavatories, and 1 for each coffee bar and lunchroom counter.

Electric hand dryers are an acceptable substitute in restrooms.

1.8 WASTE RECEPTACLES

Provide minimum of 1 receptacle for each restroom.

1.9 MIRRORS

Provide 1 for each lavatory, or a full-width mirror to accommodate all lavatories. Plate glass with stainless steel trim, 24" x 36" minimum individual size, with stainless steel shelf.

1.10 GRAB BARS

Provide stainless steel, 1½" diameter vertical and horizontal bars for each accessible toilet stall and each shower enclosures per applicable code requirements.

1.11 BABY CHANGING STATION

Provide 1 in each public restroom, located where shown on the drawings. Koala Bear Kare Baby Changing Station, as manufactured by JBJ Industries, Inc., or approved equal.

10 28 19 TUB AND SHOWER ENCLOSURES

1.1 GENERAL

Where indicated on the drawings, provide either an ADA acceptable fiberglass shower stall or a ceramic tile-lined shower enclosure, complete with all fixtures including fold-down seat and grab bars. Provide stainless steel shower curtain rod and 2 clothes hooks for each shower. See also Sections 09 30 13 & 22 44 00.

10 70 00 EXTERIOR SPECIALTIES

10 75 00 FLAGPOLES

10 75 16 GROUND –SET FLAGPOLES

1.1 DESCRIPTION OF WORK

Provide 30' aluminum flagpole, complete with fittings and lockable halyard control, Concord Industries, Inc. or equal. Illuminate flagpole with photocell switch-controlled light fixture. Locate flagpole and light fixture as shown on the drawings, or as approved on-site by RES Design Professional and the Lessee. Provide all appropriate support and foundation as recommended by the flagpole manufacturer.

END OF DIVISION 10 00 00

11 00 00 EQUIPMENT

1.1 GENERAL

Lessor shall provide the complete installation and maintenance of all code-required and project-specific equipment and systems, including central monitoring service, whether noted on the approved drawings or not, and ensure their proper operation.

11 80 00 FACILITY MAINTENANCE AND OPERATION EQUIPMENT

11 82 00 FACILITY SOLID WASTE HANDLING EQUIPMENT

1.1 GENERAL

Provide a refuse receptacle, location and size as recommended by local governing utility. Provide a level, concrete-paved surface with unrestricted access for garbage trucks, and locate on-site to be efficiently and safely accessible to the building tenants. Provide a 6'-0" high screened enclosure or similar visual barrier surrounding the refuse receptacle pad.

END OF DIVISION 11 00 00

12 00 00 FURNISHINGS

12 20 00 WINDOW TREATMENTS

1.1 SUMMARY OF WORK

All new window coverings shall be horizontal aluminum mini-blinds as a basic requirement, unless building standard or existing window treatments are accepted by the RES Design Professional, or other treatments are specified by the state tenant.

1.2 WINDOW BLINDS

Provide horizontal, adjustable, 1" aluminum miniblinds with manufacturer's factory finish; include integrated head rail, concealed mounting brackets and tilt wand. Alternatively, provide perforated and/or solid roller shades as indicated on the drawings. Manufacturer shall be Levolor or approved equal. Mount to provide coverage the full width and height of the affected window, and securely anchor the assembly at the window head. Perforated blinds shall be 13% open.

END OF DIVISION 12 00 00

22 00 00 PLUMBING

22 10 00 PLUMBING PIPING

1.1 SUMMARY OF WORK

All valves and piping shall be recessed, except clean-outs and flush valves. Provide access panels for individual valves as required for service and maintenance. Clean-outs shall be flush with adjacent wall or floor surfaces. Installation shall include stop valves on water supply lines to permit repair without shutting off main building supply lines. Building and tenant water supply shut-off valve shall be easily accessible and well-marked.

22 30 00 PLUMBING EQUIPMENT

1.1 INSTANT HOT WATER DISPENSER

Provide an ADA compliant instant hot water dispenser.

1.2 WATER HEATER

Provide an energy efficient water heater (or an “on-demand” unit), quick-recovery type, with an energy factor of at least 0.95. Provide the most efficient service location, sized in accordance with area and use of the building. Provide a circulation pump with 7-day programmable electronic timer with battery back-up, or additional water heaters where hot water delivery to fixtures exceeds 10 seconds. Provide 120° temperature water. Provide anti-scalding fixtures where required. Water heater shall be sized to accommodate all hot water connections within tenant spaces. Shell building water heater may be utilized for tenant spaces if capacity meets the above requirements.

1.3 PIPE INSULATION

Piping shall be thermally insulated in accordance with the State Building Code.

22 40 00 PLUMBING FIXTURES

1.1 SUMMARY OF WORK & PRODUCT QUALITY

Provide top-quality commercial-grade plumbing fixtures, including all associated trim and accessories, American Standard, Kohler, or equal. Provide low-flow water closets, urinals (or waterless urinals), and lavatories using commercial-grade carriers and flush valves. Provide floor-mounted water closets in all accessible stalls. Tank-type water closets may be acceptable at leased spaces less than 3000 square feet, or as approved in writing for the project by the RES Design Professional. Flush valves for toilets and urinals in new construction shall be infrared-activated valves. Lavatories shall also have infrared-activated or pushbutton (with automatic shutoff) faucets, and shall be provided with tempered water.

Flush water systems just prior to tenant occupancy and provide a letter of certification that the domestic water lines are clean, disinfected, and that the drinking water is potable and free of objectionable odor and taste.

Lessor shall provide and maintain hot and cold bottled drinking water dispensers on every floor if testing and treatment of on-site water does not meet potable drinking water standards.

1.2 FLOOR DRAINS

Provide self-priming floor drains with traps, 1 minimum in each restroom. Install flush with finished floor. Slope the floor within a 2' radius of the drain to effect positive drainage into the drain. Provide adjustable brass cover grille.

1.3 COFFEE BAR SINKS

Provide 1 self-rimming accessible stainless steel sink, minimum 15" wide, with accessible swivel gooseneck faucet and controls, as well as an ADA complaint instant hot water dispenser at each coffee bar (see Section 22 30 00).

1.4 LUNCHROOM SINKS

Provide 1 self-rimming accessible stainless steel sink, minimum 30" wide, with accessible swivel gooseneck faucet and controls, and an ADA compliant instant hot water dispenser at each lunchroom counter (see Section 22 30 00).

1.5 BATHROOM SINKS

Single wall mounted lavatory sink shall be American Standard, Koehler, Todo, or approved equal. Counter mounted, self-rimming sinks are also acceptable provided they use the above or equal manufacturers.

1.6 MOP SINKS

Provide 24" x 36" one-piece molded construction, floor-type mop sink. Locate where shown on the drawings.

1.7 SHOWERS

Provide showers where shown on drawings. Provide an adequate supply of tempered water (see Section 22 30 00, 1.2), and a floor drain at the drying area. Showers shall be equipped with low-flow heads.

1.8 DRINKING FOUNTAINS

Provide accessible, high-low, wall-mounted, refrigerated bottle fillers in addition to drinking fountains as required by the Building and Plumbing Code.

END OF DIVISION 22 00 00

23 00 00 HEATING VENTILATION AND AIR CONDITIONING (HVAC)

1.1 SYSTEM DESIGN, SUPERVISION AND CERTIFICATION

HVAC systems for all new office space, and remodels affecting over 3,000 square feet of State-leased space, shall have design work accomplished under the supervision of a licensed mechanical engineer.

The Lessor's engineer shall be responsible for system design, construction observation, and certification of the completed system. All projects shall meet or exceed State requirements including but not limited to the WSEC, and International Mechanical Code (IMC). The State reserves the right to hire an independent mechanical consultant to review the design and installation of the HVAC system. Modifications or changes resulting from that review required to achieve compliance with Leased Space Requirements shall be accomplished at no additional cost to the State.

For projects 5,000 SF or greater, provide a general narrative of the proposed mechanical system immediately following receipt of a letter of intent to lease. Include the following information:

- (1) Air Flow Delivery Concept: Constant Volume, Variable Air Volume (VAV), Variable Volume & Temperature (VVT), etc.
 - a. For VAV systems, series fan-powered, pressure-independent terminal units shall be used. Deviations must be approved in writing. Indicate if they will use Permanent Split Capacitor (PSC) or Electronically Commutated (ECM) motors. Indicate if/which terminal units will receive re-heat, and what the re-heat source will be (electric, hot water, etc.) Indicate if plenum or ducted return is proposed.
 - b. For VVT systems, where practical and where structure and ceiling space allow, avoid combining different exposures (north, south, east, and west) on the same unit, and avoid combining interior spaces with exterior exposures on the same unit. Avoid using VVT air handlers above 20.0 tons. All units 5.0 tons and greater must have motorized bypass. All packaged VVT air handlers with economizers must include power exhaust.
- (2) Zoning. Provide a proposed zoning map or description. If zoning is accomplished with terminal units, indicate which zone terminal units will be grouped with which central unit. This can be a highlighted floor plan with notes indicating which zone is served by which central unit.
- (3) Equipment Type. Indicate the HVAC equipment type (high performance, packaged, split system, air source, water source, gas-fired heat, DX cool, chiller, boiler, refrigerant types, supplemental heat source, etc.) Electric heat shall not be used, except as supplemental heat.
- (4) Provide DOAS (Dedicated Outdoor Air Systems) where required by Washington State Energy Code.
- (5) Equipment Features. Describe equipment features such as: tonnage, number of stages of control or modulating control – indicate for both heating and cooling, variable frequency drives, economizers, heat recovery, vibration isolation devices/techniques.
- (6) Equipment Location. Indicate the proposed location of all key HVAC equipment (roof, indoor, pad-mounted, etc.).
- (7) Filtration. Indicate the proposed level of filtration on each central unit, and all fan-powered terminal units.
- (8) Controls. Indicate if the controls are to be networked or standalone. If they are networked, state if the controls interface is to be graphical or text-based, and if there will be remote communication. Indicate if exhaust fans, pumps or other building systems will be controlled

(indoor lighting, parking lights, etc.) Projects that require an Energy Management System / Direct Digital Control (EMS/DDC) system shall have a computer-based front end with graphical interface.

Upon agreement of the initial system concept, the design shall be completed and submitted to the State for coordination of thermostat locations.

1.2 SYSTEM INSTALLATION

Install mechanical equipment and dampers to facilitate service, maintenance, and repair or replacement of equipment components. Ductwork must be sealed per Washington State Energy; duct leakage must not exceed IMC and WSEC prescribed levels.

During construction, store all mechanical equipment, ductwork, piping and insulation in a dry location on elevated dunnage. Remove dust from the inside of metal duct sections as they are erected. Cover all duct openings at the end of each workday to prevent dust migration into ducts. If a duct liner does get wet, dry duct liner within 48 hours using a forced air heater. If moist liners are detected, all affected ducts will be required to be replaced at no additional cost to the State.

1.3 CALCULATIONS AND LOADS

The heating and air conditioning load calculations shall be based on the directives of this section.

VENTILATION

Ventilation shall comply with the International Mechanical Code, and all other applicable codes.

LOAD CALCULATIONS

HVAC systems shall be sized in accordance with the Washington State Energy Code, the following values, and the ventilation rates per International Mechanical Code. Methods shall be as described in ASHRAE Fundamentals. Load calculations for each zone or piece of HVAC equipment shall be submitted to the RES Design Professional with drawings indicating the zoning layout for review and approval. Documents shall provide sufficient detail to accurately describe the intended system and shall include, but not be limited to, glazing areas, glazing orientation, zoning map, number of people, miscellaneous equipment loads, and lighting values. When adding a load to existing systems, calculations will show the existing equipment adequate to supply this load without compromising conditions in other areas.

Landlord shall provide HVAC heating and cooling capacity at minimum to maintain office conditions at 72°F ± 2°F. System shall allow for:

- 2.8 watts/square foot (w/sf) for tenant space lighting and receptacle loads (0.8 w/sf lighting and 2.0 w/sf receptacle loads), or in compliance with the WSEC whichever is more restrictive.
- Ventilation loads based on occupancy, design conditions, and Code required ventilation rates
- Building envelope loads at ASHRAE design conditions with +99% heating and 1% cooling conditions.
- Occupant loads at one occupant per 120 square feet.

1.4 SYSTEM CONFIGURATION

The HVAC supply air system shall be fully ducted. System shall provide outside air ducted directly to the air handling units at all times during occupancy. All plenum return systems must utilize plenum-rated materials as required by codes. Ductwork shall be constructed of galvanized steel installed per Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) Standards. The need for fiberglass duct linings shall be minimized by design of ductwork for low velocities. Where used, fiberglass duct liner shall have a coated surface on the airstream side which prevents fiber release. Cut edges of liner materials shall be sealed in accordance with manufacturer's recommendations. Acceptable manufacturers are Owens-Corning, Schuller, Knauf, Certain-Teed, or approved equal. Flexible duct shall be factory-insulated type with vapor barrier jacket, one-inch fiber glass insulation, zinc-coated steel-spring helix reinforcement, bonded to polyester or mylar liner. The use of flexible ductwork shall be limited to runs of 8 feet. All materials shall comply with UL 181 listed with flame-spread rating not over 25, smoke-developed rating not over 50.

The use of transfer grilles is permitted to return air from rooms under 170 square feet in area, provided they consist of a pair of grilles connected with ductwork with a minimum of two bends, designed and installed to prevent sound transfer from room to room. Multiple transfers in series are not permitted.

The ratio of supply and exhaust air shall be such that the building shall be under slight positive pressure at all times. When economizers are used, controls shall be provided so that outside air is used for the first stage of cooling, supplying a maximum of 100% outside air when outdoor temperatures are sufficiently low to provide the necessary cooling.

Provide separate perimeter zones at a minimum of one zone for each exterior exposure per floor, with an additional zone for the interior. Perimeter zones shall be within 10 to 14 feet of an exterior wall or glazing. In addition, provide an individual zone for all corner offices larger than 200 SF (i.e. rooms having multiple exterior exposures). HVAC serving interior zones may not also serve exterior zones unless approved by the RES Design Professional. Provide each zone with separate temperature controls and temperature sensors. Provide separate zones for special purpose assembly rooms such as conference rooms and training rooms. The system designer shall verify cooling loads with the Project Team prior to completing design, then submit drawings showing zone and thermostat locations to RES for review and approval prior to commencement of construction.

Provide separate ventilation and cooling equipment with 24-hour air conditioning and separate controls for all voice/data distribution rooms and computer (LAN) rooms. System shall be sized to maintain a temperature range of 65° - 75° F.

Designs, including hydronic systems, shall include balance drawings and schedules, which clearly depict air volumes and flow rates for both air and water required at each register, inlet, exhaust, or tap point. Should the designs involve modifications or additions to existing systems, the designs will include such balance drawings for the entire system, not just the portion included in the rework.

1.5 SYSTEM PERFORMANCE

The following pertains to operation of HVAC systems, and should not be used as design criteria. Design conditions are covered in preceding sections on loads and design. HVAC systems shall be considered to be performing in an acceptable manner if they maintain a normal daily operating temperature of 72° F ±

2° F throughout the year, with a maximum allowable variation of $\pm 4^\circ$ F at the extreme outdoor design conditions defined by ASHRAE.

1.6 CONTROLS

Adequate controls shall be provided within the leased space to ensure satisfactory temperature control under the varying load conditions in each zone. The controls shall not be located above office equipment such as photocopiers, printers, kitchen appliances, etc. The automatic controls shall efficiently control the air temperature in all parts of the leased space and in each zone. The controls shall be completely automatic, 24-hour, 7-day programmable with override switch for easy off-hours operation. Provide commercial electronic, programmable, lock-out thermostats, or monitored Energy Management System within the leased space.

On VAV systems, Variable Frequency Drive controlled supply fans shall be used. Provide logic and programming to reset the duct static set-point such that the maximum VAV terminal unit damper is open between 85-90%.

1.7 FILTRATION

Air filters shall be rated at 25-30% average atmospheric dust spot efficiency with an average resistance rating of 90-95% when tested in accordance with current accepted industry (ASHRAE) Standards. Return air in a plenum system shall be filtered at the terminal box before entering system.

1.8 NOISE

Allowable system noise levels shall be as per Room Criteria (RC) curves in ASHRAE Systems Chapter 43. As maximums, private offices and conference rooms shall be RC 35, with open offices RC 40, and circulation, public areas, and computer rooms RC 45. Plenum return systems must restrict noise transfer to adjacent occupied areas. See Section 07 20 00, 1.2 and 09 81 00.

1.9 BUILDING EXHAUST SYSTEM

Restrooms, showers, mechanical, electrical, janitor rooms, and enclosed copy/workrooms shall receive supply or "transfer" air only and be exhausted directly* to the exterior of the building to prevent air from being recirculated to other rooms. Provide separate exhaust system for venting hazardous gasses from laboratories and similar spaces. Exhaust fans shall be installed on roof or in mechanical equipment rooms, or shall be readily accessible in-line fans (maximum sound level classification of 9.0 Sones at 0.125 inches static pressure). System/fans shall be controlled by automatic 7-day timer or local timer switch, depending on application. All exhaust shall be ducted to outside of building away from air intakes. Exhaust systems shall be interlocked with the building HVAC system controls, and operate during the same time that the building is occupied, including manual override unless RES-approved otherwise.

Intermittent or source-specific exhaust systems which do not operate continuously during the occupied mode shall be interlocked with the building HVAC system controls to provide necessary makeup air required during operation. See Division 27 00 00 for voice/data distribution and computer (LAN) rooms.

*A common exhaust system may be used to exhaust from several of these rooms provided each room is operated on the same time schedule.

23 30 00 HVAC AIR DISTRIBUTION

1.1 AIR DISTRIBUTION

The quantity of supply diffusers and return air grilles shall be sufficient to provide even-air distribution throughout the zone. They shall be located in response to the final space plan/work station layout to minimize air blowing directly on individual work stations; but in all cases each supply diffuser shall have a serving area not exceeding 250 square feet and each return air grille shall have a serving area not exceeding 1,000 square feet. Diffusers shall be appropriately sized to provide controlled multi-directional/modular core air distribution with vanes, and shall have a balancing damper minimum of 4' upstream of the grille. Diffusers shall have sound ratings at design airflows of below NC 27. Each diffuser shall have a dedicated and accessible duct-mounted volume damper. Perforated grilles on supply diffusers are not acceptable. Floor registers/diffusers are not allowed, unless part of a raised access floor system serving computer (LAN) rooms.

1.2 AIR INTAKE

Locate air intake away from exhaust outlets and from sources of odors or degraded air quality such as designated smoker areas, chimneys, plumbing vents, and the like. Locate all outside air intakes on the roof or in protected areas to prevent tampering.

END OF DIVISION 23 00 00

26 00 00 ELECTRICAL

1.1 GENERAL

Provide complete electrical power distribution system as required for mechanical and electrical equipment, standard power, isolated power, lighting system, and other equipment as indicated on the drawings and/or specified herein (see Parts A and B, or attached addendum.)

1.2 PRODUCTS AND APPLICATIONS

All products must be of the quality herein specified. All products shall be new and free from defects. All products shall be UL or Extract Transform Load (ETL) certified for the purpose for which they are used. Wires shall be attached to receptacles, switches, and fixtures by a positive clamping method that can be tightened and secured by a screw. "Stab Lock" attachment method is not acceptable.

No electrical conduit shall be more than 40% filled in cross sectional area.

26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

1.1 SUMMARY OF THE WORK

Separate the mechanical power and equipment circuits from receptacle circuits, and locate in separate panels when more than one panel is used. All panel boards shall have key-controlled locking covers. Identify all circuits within panel boards by circuit directory and mark each receptacle with its appropriate circuit number with a visible, indelible typed label.

1.2 DEFINITIONS

The following definitions shall be utilized for the explanation of electrical symbols delineated on the drawings. The examples of use are typical, but can vary for different tenant agencies. Equipment should be powered as recommended by the manufacturer.

DEDICATED RECEPTACLE

The sole receptacle served by a dedicated powered circuit connected to a common ground. Only one simplex, duplex or fourplex receptacle allowed per circuit (usually 20-amp). Identify each receptacle with a red dot. Typically used for equipment and appliances: refrigerators, microwaves, vending machines, photocopiers, laser printers (verify), etc.

STANDARD RECEPTACLE

A 120v, 60Hz, single-phase, 20-amp power receptacle served from a standard branch circuit connected to a common ground. Up to six duplex receptacles may be served from a single 20-amp circuit. Typically used for task lights, desktop appliances, and general convenience.

26 05 13 MEDIUM-VOLTAGE OPEN CONDUCTORS

CONDUCTORS

Feeder and branch circuit conductors shall utilize copper conductors with THHN/THWN insulation. Minimum conductor size for power circuits shall be #12 AWG. Conductors in circuits less than 100 amps shall be sized based on 60°C NEC ampacity ratings. Branch circuit ratings shall be increased per electrical code to limit voltage drop to a maximum of 3%. Minimum branch circuit ampacity rating shall be 20 amps.

26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

GROUNDING

Each feeder and branch circuit raceway shall include a copper ground conductor sized per the National Electrical Code.

26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEM

RACEWAYS

Branch circuit and feeder raceways for interior areas shall utilize EMT (electric metallic tubing) raceways. Provide galvanized rigid steel conduits (GRS) in areas where exposed conduits are subject to damage or in outdoor locations. Metal Clad (MC) Cables shall be allowable where installed within concealed construction. Conduit raceways shall be installed in concealed construction unless in electrical/mechanical rooms or in open to structure spaces.

PANEL BOARDS

Panel boards shall be dead front style and utilize copper or aluminum buses. Panel board covers shall be keyed and utilize door-in-door construction with continuous hinges. Overcurrent devices

shall be fully rated for the available fault current. Panel boards shall include arc flash labels with incident energy levels and available fault current per NFPA 70E.

CIRCUITING GUIDELINES

1. Assume a maximum of four computers each with up to (3) LCD monitors shall be connected to a single 20A circuit.
2. One 20A circuit shall supply a maximum of three private offices.
3. One dedicated 20A circuit shall supply conference rooms smaller than 140sf. Two dedicated 20A circuits shall supply conference rooms sized 140 to 300sf. Additional circuits shall be provided for audio-visual (AV) or similar equipment.
4. Dedicated circuits shall be provided for copiers, kitchen appliances and other specified equipment.
5. Provide cleaning/maintenance duplex receptacles throughout all areas spaced at a maximum of 40 feet. Connect six receptacles per circuit.

CONTROLLED RECEPTACLES

50% of receptacles shall be controlled within private offices, open offices, conference rooms, copy rooms, break rooms and classrooms in accordance with Washington State Energy Code. The controlled receptacles shall be controlled along with the automatic lighting in each space or zone. Provide fourplex receptacles with half of the receptacle controlled at these spaces. Include factory controlled receptacle marking per code.

POWERED SYSTEMS FURNITURE

Provide ceiling, wall or floor branch circuit feed to powered systems furniture. It is anticipated four circuit, eight wire systems will be used. Adjust guidelines for other furniture configurations. Provide one (4)-circuit supply connection to the power whip provided by furniture manufacturer. Provide four circuits for a maximum of twelve workstations. One of the receptacle circuits shall be controlled per the Washington State Energy Code, the other three shall be non-controlled. This guideline is based on two duplex receptacles per workstation; (1) controlled (labelled) (1) non-controlled. Provide one controlled circuit to connect to up to (12) workstations. Provide one non-controlled circuit for up to four workstations. Coordinate with furniture manufacturer.

FLOOR DEVICES

Provide floor box at slab on grade locations and poke thru devices at concrete decks. Provide minimum of one floor box or poke thru device at conference room tables. Provide furniture feed floor boxes or poke thru device where furniture systems are not connected from wall or ceiling (power pole). Provide floor devices at other areas as required by drawings. Floor devices shall have power and data outlets. Provide large capacity devices where needed for audio visual connectivity; equal to Wiremold EFB8 floor outlet or 8AT poke thru devices.

26 08 00 COMMISSIONING FOR ELECTRICAL SYSTEMS

COMMISSIONING REQUIREMENTS

For lighting controls which include daylight or occupant sensing controls, automatic shut-off controls, occupancy sensors, or automatic time switches; the lighting controls shall be tested to ensure that control devices, components, equipment and systems are calibrated, adjusted, and operate in accordance with approved plans and specifications. Sequences of operation shall be functionally tested to ensure they operate in accordance with approved plans and specifications. The Lessor shall provide a complete report of test procedures and results to the RES Design Professional.

26 09 00 INSTRUMENTATION AND CONTROL FOR ELECTRICAL SYSTEMS

SWITCHING

1.1 SUMMARY OF THE WORK

Switch each space enclosed by walls or ceiling-height partitions with lighting controls within that space. The controls shall be readily accessible at the point of entry/exit to personnel using the space. Provide bi-level lamp switching, alternate fixture switching or manual dimming control in accordance with WSEC.

Exceptions: The following lighting controls may be centralized in remote locations:

1. Lighting controls for spaces which must be used as a whole (such as open office areas).
2. Automatic controls, when provided in addition to manual controls, need not be accessible to the users.
3. Controls requiring trained operators.
4. Controls for safety hazards and security.

1.2 AREA CONTROLS

A master control may be installed provided the individual switches retain their capability to function independently. Circuit breakers used as switches are not acceptable.

Exceptions:

1. Warehouse areas.
2. Areas less than 5% of the building footprint for footprints over 100,000 sq. ft.

1.3 DAYLIGHT ZONE CONTROL

All day lighted areas shall be controlled per the WSEC.

1.4 AUTOMATIC SHUT-OFF CONTROLS, EXTERIOR

Exterior lighting shall be controlled in compliance with the WSEC.

1.5 AUTOMATIC SHUT-OFF CONTROLS, INTERIOR

Leased spaces shall be designed and controlled in accordance with the WSEC.

Exceptions:

1. Areas that must be continuously illuminated or illuminated in a manner requiring manual operation of the lighting.

1.6 OCCUPANCY SENSORS AND PLUG LOADS

Interior lighting and power loads for standard receptacles shall be controlled in compliance with the WSEC. Where occupancy sensors are installed, they shall be installed in unobstructed locations. Where an outlet is assigned to a plug load reduction circuit, it shall be identified with a dedicated color device or label.

1.7 AUTOMATIC TIMED SWITCHES

Automatic timed switch controls shall have a minimum 7-day clock and be capable of being set for 7 different day types per week and incorporate an automatic "shut-off" feature, which turns off all loads for at least 24 hours and then resumes normally scheduled operations. Automatic time switches shall also have program back-up capabilities which prevent the loss of program and time settings for at least 10 hours if power is interrupted.

Automatic timed switches shall incorporate a manual over-ride switching device which is readily accessible and located so that a person using the device can see the lights or areas controlled by the switch. The manual over-ride switch shall allow the lighting to remain on for no more than 2 hours and control an area not exceeding 5,000 sq. ft.

26 27 00 LOW-VOLTAGE DISTRIBUTION EQUIPMENT

1.1 FLOOR BOX SERVICE FITTINGS

Provide recessed boxes and durable flush-floor metal covers for service fittings at open office locations. Walker, Hubbell, or RES-approved equal. The covers shall accommodate carpet application for the finished appearance.

1.2 SERVICE POLES (Power Duct Posts)

When service poles are shown on RES drawings, provide 6'-0" minimum flex electrical connection in ceiling space to allow repositioning for accommodating workstation furniture. Install above-ceiling J-box in locations concurrent with the service poles shown on RES drawings. Exact service pole locations and pole installation shall be determined by furniture placement at the time of move-in by the state tenant. Poles will be provided by the Agency's vendor. Connect the systems furniture wiring (provided by the Agency's vendor) to the "hot boxes" after the system furniture has been installed. Receptacles, jumpers and power bars, in the furniture, shall be installed by the Lessor's licensed electrician.

26 50 00 LIGHTING

26 51 00 INTERIOR LIGHTING

26 51 13 INTERIOR LIGHTING FIXTURES, LAMPS, AND BALLASTS

1.1 SUMMARY OF THE WORK

Provide electric lighting serving all spaces shown or referenced on the RES-approved drawings to achieve the lighting levels specified in Section 26 50 00, utilizing the fixtures specified in Section 26 51 13, and incorporating switch controls as specified in Section 26 09 00.

1.2 INSTALLATION

Fixtures shall be connected with 6'-0" minimum of flex conduit to allow repositioning to provide required illumination. Locate fixtures as required for individual desk locations.

1.3 FIXTURES, BALLASTS AND LAMPS

Provide, high-efficiency, energy-saving Light-Emitting Diode (LED) fixtures (preferred) and/or retrofit LED lamps, or fluorescent fixtures with rapid or programmed-start ballasts, except where noted otherwise below.

BALLASTS

Fluorescent ballasts shall be class P thermally-protected, low energy, high-frequency, electronic ballasts meeting ANSI requirements and the following ratings:

1. Minimum Power Factor (PF): 95% at nominal line voltage
2. Maximum Total Harmonic Distortion (THD): 10%
3. Sound Rating: A.

LAMPS

1. For general office spaces: LED or T5 (HE) lamps, with 3500[°]K. (+) temperature rating and a minimum color rendering index (CRI) of 80.
2. For exit lights: LED light source with battery back-up. Exit signs must meet Energy Star requirements.

1.4 FIXTURE REQUIREMENTS FOR SPECIFIC AREAS

For general office space: provide direct/indirect lighting fixtures, either pendant or recessed. Design and layout to be coordinated with the State's Project Team.

For restrooms, utility rooms, lunchrooms, storage rooms, LAN rooms, and the like: provide standard LED or fluorescent fixtures.

For conference rooms, training rooms, waiting rooms, hallways, and other intensive-use or high profile rooms: provide a combination of fixtures utilizing at least two of the following in each application: pendant or recessed direct/indirect, can lights, wall sconces, and wall washers.

In warehouse and high-bay applications: provide high-bay LED lamp and light fixtures with 3500° K.(+) temperature rating and a minimum color rendering index (CRI) of 80.

All fluorescent fixtures shall be approved by the lamp manufacturer up to a specific ambient operating temperature of 113° F. at 240V (with the ballast inside fixture) or 122° F. at 240V (with the ballast outside fixture).

1.5 LIGHTING LEVELS

WAITING, STORAGE, RESTROOMS AND HALL AREAS

Provide a minimum of 15 average maintained foot-candles illumination in waiting, storage areas and restrooms. Hallways shall have a minimum of 15 average maintained foot-candles illumination.

OFFICES, OPEN OFFICE AREAS, ASSEMBLY AREAS

Provide a minimum of 30 average maintained foot-candles illumination at all work surface desk-level locations. Coordinate light fixture locations with workstation layout in open office areas.

WAREHOUSES

Provide a minimum of 25 average maintained foot-candles illumination measured at 36" AFF at all warehouse locations. Coordinate light fixture locations with warehouse layout.

PARKING AREAS AND PEDESTRIAN PATHWAYS

Provide 2 minimum maintained horizontal and 1 maintained vertical footcandles in parking areas and 1 minimum maintained horizontal and vertical footcandles illumination in all walking areas for pedestrian security, with complete illumination of exterior areas leading from facility/structure to parking areas.

26 52 00 EMERGENCY LIGHTING

Provide minimum emergency illumination levels of 1 footcandle along all egress pathways in accordance with building codes. Provide exit signage along all egress pathways and at exit doors. Connect emergency fixtures and exit signs to emergency circuits, or equip with emergency battery pack units. Control all emergency fixtures via adjacent fixtures as required by WSEC. When emergency circuits are utilized, connect the egress fixture from emergency and normal circuit through a UL924 device.

END OF DIVISION 26 00 00

27 00 00 COMMUNICATIONS

27 20 00, 27 20 00, 27 40 00 VOICE, DATA, AND AUDIO-VISUAL COMMUNICATIONS

1.1 GENERAL

Contractor shall coordinate with, and provide site access to, the State's Information Technology (IT) representative and with the telephone/data vendors and/or contractors. Coordinate the placement of all rough-in requirements and all State-supplied equipment that is required for a proper functioning communications and information technology system.

1.2 INSTALLATION/FITTINGS

Provide rough-in system as required for complete standard installation of equipment, cable, and accessories. Provide J-box, mud ring, and 1" conduit with bushings to ceiling access where required for wall outlets.

Provide conduit sleeves with bushings at all wall/ceiling cable penetrations. Provide conduit sleeves extending above all hard ceiling or inaccessible ceiling locations. Conduit sleeve size shall provide for 40% maximum cable fill capacity.

NOTE: J-box and conduit are required only in locations where cabling will be routed in walls or partitions. Provide standard flush-floor box service fittings for open office locations except at existing slab-on-grade. For concrete floor assemblies in multi-story facilities, monument-type floor boxes may be substituted for flush floor boxes, if approved by the RES Design Professional.

1.3 VOICE/DATA DISTRIBUTION ROOMS ("LAN" ROOM)

Do not locate the building electrical panels in, adjacent to, or on a common wall with any voice/data distribution room. Provide 2 - 120V 20-amp dedicated circuits with fourplex receptacles for telephone equipment, location as identified on plan. In addition, provide 4 - 4" diameter conduit sleeves through floors from distribution room and through floors and ceiling into the voice/data distribution rooms. (See Section 06 20 00, 1.2 for wall-mounted equipment board requirements).

Voice/data distribution rooms shall be located in spaces completely free from piping systems that do not serve the space including water systems, hydronic systems, waste systems, rain leaders, and sprinkler systems. Relocate existing building piping systems outside of voice/data distribution room locations as necessary. Do not locate piping systems serving the room directly above electronic/computer equipment.

1.4 CABLE MANAGEMENT SYSTEMS

Where specified, cable management system shall consist of trays or J-Hooks, and shall be aligned along the spine of the building, turning at 90 degrees to connect any cable rings or hangers used to secure cables from trays or J-Hooks to point of use. Coordinate the location with the Lessee.

For cable not installed in conduit, and within a plenum air-space environment, such cable shall be plenum-rated CPM ("Communications Multipurpose Cable – Plenum") or OFNP ("Optical Fiber Non-Conductive – Plenum"). All cabling shall be labeled as plenum-rated or non-plenum-rated.

END OF DIVISION 27 00 00

28 00 00 ELECTRONIC SAFETY AND SECURITY

28 30 00 ELECTRONIC DETECTION AND ALARM

28 31 00 FIRE DETECTION AND ALARM

1.1 SUMMARY OF THE WORK

Where required by code or the state tenant, provide a centrally-controlled and annunciated, non-coded, fire alarm system including audible and visual alert devices, manual pull stations, automatic heat/smoke detectors, and automatic communication to a central monitoring provider. Provide a fire alarm system designed, installed, and tested in accordance with the NFPA 72 National Fire Alarm Code and federal, state, and local codes. Provide and maintain central monitoring provider service including continuing communications systems.

END OF DIVISION 28 00 00

32 00 00 EXTERIOR IMPROVEMENTS

32 10 00 BASES, BALLASTS AND PAVING

1.1 SUMMARY

Asphalt paving and sub-base shall be of sufficient thickness to support vehicular and truck traffic without permanent deformations and deterioration. Provide complete weed kill under new asphalt paving as required by the site conditions and as required in landscaping areas.

Place catch basins and slope asphalt paving to prevent standing water and keep draining water away from pedestrian crosswalks. Provide minimum 2% - 3% cross slope to stormwater catch basins. Curb radius to be minimum of 12' at parking intersections, unless otherwise required by local ordinances. Comply with all applicable accessibility requirements.

32 13 00 RIGID PAVING

New sidewalks shall be screed, floated, and steel-troweled with a light broom finish, or to match adjacent work. Concrete shall be a minimum compressive strength of 3,000 psi.

32 17 00 PAVING SPECIALTIES

32 17 13 PARKING BUMPERS

Wheelstops shall be reinforced precast concrete, steel dowel-anchored. Position 3'-0" from curbing. (NOTE: in locations of high annual snowfall, steel dowels may be omitted, except where wheelstops are

required to protect structures or other hazards.) Integral sidewalk/wheelstop curbs are allowed as long as the remaining clear width of sidewalk meets or exceeds the minimum width for access as required by code. In such instances, allow 3'-0" for vehicle bumper overhang.

32 17 23 PAVEMENT MARKINGS

Standard parking stalls shall meet jurisdictional dimension requirements. Provide code-required accessible parking stalls. Striping shall be 4" wide. Paint international symbol on the paving surface of each accessible stall and provide required accessible sign at the head of each stall(s).

32 39 00 MANUFACTURED SITE SPECIALTIES

32 39 13 MANUFACTURED METAL BOLLARDS

Bollards shall be 6"Ø concrete-filled galvanized steel pipe. Embed minimum of 4' into ground and extend 4' above ground level. Paint exposed surface international yellow. Pre-manufactured bollards may be acceptable upon approval by RES Design Professional.

32 80 00 IRRIGATION

32 84 00 PLANTING IRRIGATION

Underground irrigation system shall include integrated time clock control, with moisture sensor, metered separately from main water meter. Provide automatic drainage system to protect system against freezing, including air blowout connections and anti-siphon valve(s). Provide low-volume drip system and/or heads

32 90 00 PLANTING

For new construction and change-of-use facilities, provide landscaping that utilizes native and adaptive species that does not require irrigation outside of drought and establishment periods. If an irrigation system is already installed the system must be separately metered. Show the location of all existing trees on the as-built submittal drawing, and appropriately protect all retained trees and shrubs during construction. Submit plans for review by RES Design Professional.

END OF DIVISION 32 00 00

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END OF LEASED SPACE REQUIREMENTS

| | | | | | | | | |
|---------------------|--------------------|---|--|-----|---|-----------------|-----------------|--------------|
| DATE: 08/22/2023 | SHEET: OF: 1 | <div>PORT OF PORT TOWNSEND JEFFERSON COUNTY WASHINGTON</div> <div>EXHIBIT A GRAPHIC DEPICTION OF LEASED PREMISES</div> | Xref: ...\\qlcinc Planning\\00 - Design\\AutoCAD\\References\\WLO\\NTZ SE4.dwg | | | | DATE: 3/22/2023 | |
| | | | | | | | SCALE: NOTED | |
| | | | | | | | DRAWN: MK | |
| | | | | | | | CHECKED: EB | |
| | | | | No. | 0 | SEAMARINE LEASE | 092723 | |
| | | | | | | REVISION | DATE | APPROVED: FR |

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

| | |
|---------------------|---|
| MEETING DATE | November 21, 2023 |
| AGENDA ITEM | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business |
| AGENDA TITLE | V. D. Authorization to Sign the Proof of Property Loss for \$95,000 to Settle the Insurance Claim with Enduris on the 2018 Boat Haven Breakwater Storm Damage |
| STAFF LEAD | Eron Berg, Eric Toews, Abigail Berg |
| REQUESTED | <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion |
| ATTACHMENTS | A. Staff Memo B. Proof of Property Loss |

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 11/21/2023
TO: Commissioners
FROM: Matt Klontz
CC: Eron Berg, Eric Toews, Abigail Berg
SUBJECT: Authorization to Accept Insurance Settlement for Boat Haven Breakwater

ISSUE

Should the Port Commission authorize the Port Director to execute Enduris's proof of property loss for the Boat Haven Breakwater?

BACKGROUND

In December 2018, a winter storm caused damage to the south face of the Boat Haven breakwater along the 550-foot portion that the Port owns and maintains. In 2019, the Port received bids to repair the breakwater and awarded the contract to American Construction. However, the Port suspended the contract with the intent to resume the work after the Port secured an Army Corps of Engineers (USACE) 401 permit. In 2022, the Port received the necessary permit but elected not to proceed with construction. Instead, the Port has been coordinating with the USACE and federal legislators to transfer ownership of the 550-foot Port-owned breakwater to the USACE, which owns the 1950-foot section of breakwater built in the 1960s.

DISCUSSION

In December 2018, the Port-owned segment of the breakwater was an insured asset with the Port's insurance carrier, Enduris. They provided an initial payment of \$108,602.10 for the repair, leaving the remaining balance to be paid when the Port undertook repair construction. Since the Port is proceeding with a plan that, if successful, would transfer ownership and potentially replace the 550-foot portion of the breakwater with a new rubble mound structure, payment is being offered by Enduris for the balance still owed.

FISCAL IMPACT

Enduris and the Port have worked together to substantiate a fair and reasonable payment of \$95,000. This amount represents the depreciation of that portion of the breakwater's value and a portion of the repair construction cost.

ATTACHMENTS

Attachment 1 - Proof of Property Loss

RECOMMENDATION

Motion to authorize the Port's Executive Director to sign the Proof of Property Loss for \$95,000 to settle the insurance claim with Enduris on the 2018 Boat Haven Breakwater storm damage.



1610 S Technology | Spokane WA 99224 | T: 800-462-8418 | F: 509-747-3875 | www.enduris.us

PROOF OF PROPERTY LOSS

To: Enduris

Member's Name: Port of Port Townsend

Claim No.: 119-134

Date of Loss: 12/20/2018

Time of Loss: _____

Address of Premises or Location at Which Loss Occurred: Port of Port Townsend, Item 13E, 318-14 Breakwater located on Washington St, AKA Boat Haven

1. Claim is hereby made under the terms and conditions of the Memorandum of Coverage (MOC) issued to the above named member for property loss that occurred at the time and place stated above.
2. The manner in which the loss occurred was as follows (include names of all persons known or suspected to have been implicated in loss):
Windstorm damage to breakwater
3. An itemized schedule or statement of loss of the property stolen, damaged or destroyed is set forth on the reverse side of this proof and made a part hereof.
4. All property listed in the schedule or statement of loss belonged solely to the insured except as stated on the reverse side of this Proof. No other person or firm had any interest therein or encumbrance thereon, except:

5. No part of the loss is covered by other insurance protecting the insured or property owner except as stated in the "Other Insurance and Apportionment of Loss" section on the next page of this Proof.
6. Member hereby claims, and agrees to accept on account of said loss and damage, the sum of \$95,000.00.
7. In consideration of the payment to be made hereunder, the member assigns and transfers to insurer all claims, demands and causes of action which the insured now has, or may hereafter have, against any person, firm or property on account of said loss or damage to the extent of such payment. Member agrees that Enduris may enforce such subrogation rights in any manner appropriate for its use and benefit. Further, the member agrees to furnish any other information or documents requested by Enduris.
8. Nothing material to a knowledge of the facts of the loss or damage for which claim is made has been hidden, suppressed, withheld or misrepresented herein.
9. The furnishing of this proof of loss by the member or the filling in of same by Enduris' representative shall not waive any rights of the insurer.

X _____
Signature and Title

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the person(s) named herein and who
executed the foregoing Release and _____ acknowledged to me that _____ voluntarily executed the same.

SCHEDULE OF PROPERTY LOST, DAMAGED OR DESTROYED, AND VALUE

| Description of Property (Include owner’s name if other than member) | Purchased From (If gift, name and address of giver) | Date Acquired | Original Cost | Depreciated Value | Amount Claimed |
|---|---|------------------|------------------|----------------------|-------------------|
| Agreed balance of claim | | | | | \$95,000.00 |
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STATEMENT OF LOSS

OTHER INSURANCE AND APPORTIONMENT OF LOSS

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

| | |
|---------------------|--|
| MEETING DATE | November 21, 2023 |
| AGENDA ITEM | <input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational |
| AGENDA TITLE | VIII. A. Short's Farm Planning Process |
| STAFF LEAD | Eron Berg, Executive Director & Eric Toews, Deputy Director |
| REQUESTED | <input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion |
| ATTACHMENTS | Staff Memorandum |

PORT OF PORT TOWNSEND

AGENDA MEMO

DATE: 11/21/2023
TO: Commission
FROM: Eron Berg, Executive Director & Eric Toews, Deputy Director
SUBJECT: Short's Farm Planning Process

ISSUE

The purpose of this memo is to keep the Commission informed as the Short's Farm planning process continues.

BACKGROUND

Consistent with Resolution 797-23, each of the commissioners has selected two members of the committee and along with agency/nonprofit members, the following nine people will form the Short's Farm Steering Committee.

DISCUSSION

With gratitude to the community and an embarrassment of riches in the form of excellent candidates (15 in total), the Short's Farm Steering Committee is:

Farmers:

1. Janet Aubin
2. Martin Fredrickson
3. Keith Kisler
4. Laura Llewellyn
5. Martin Mills
6. David Seabrook

Agency/Nonprofit Representatives:

7. Kellie Henwood, Jefferson LandWorks Collaborative
8. Al Latham, Jefferson Conservation District
9. Rebecca Benjamin, North Olympic Salmon Coalition

The committee will have staff and collaborator participation from Erik Kingfisher, Jefferson Land Trust, Heidi Eisenhour, Jefferson County/Drainage District and both Eron Berg and Eric Toews from the Port. Letters of acknowledgement and appreciation will be sent to the applicants who were not selected and will include encouragement to continue to participate in the process.

RECOMMENDATIONS

N/A

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

| | |
|---------------------|--|
| MEETING DATE | November 21, 2023 |
| AGENDA ITEM | <input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational |
| AGENDA TITLE | VIII. B. Quarter 3, 2023 Financial Report |
| STAFF LEAD | Abigail Berg, Director of Finance and Administration |
| REQUESTED | <input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion |
| ATTACHMENTS | <ol style="list-style-type: none">1. Informational Memorandum2. Financial Report3. Notes |

PORT OF PORT TOWNSEND

INFORMATIONAL MEMO

DATE: 11/21/2023
TO: Commission, Executive Staff
FROM: Abigail Berg, Director of Finance & Administration
SUBJECT: Quarter 3, 2023 Financial Report

UPDATE: This report is slightly modified from prior financial reports. In an effort to more accurately reflect the changes in cash that have occurred during the reporting period, I've added a "Capital Expenses" line item under the "Other Increases in Fund Resources" which is just over halfway down the page. By adding this significant element to the outflow of cash, the report more clearly shows the changes in cash. As such, I've changed the bottom-line title from "Net Income/Loss" to "Change in Cash – Increase/(Decrease)".

Attached is the quarter 3 YTD 2023 financial report of Port activities. This consolidated report shows the variance between the current period as compared to the prior year and the variance to budget YTD. The following is additional detailed information not included in the attached financial report, but key in fully understanding the Port's financial status:

| Jefferson County Int'l Airport | Budget/Planned | Year-to-date |
|--|----------------------|---------------------|
| Runway Rehabilitation ^(a) | \$ - | \$ 15,166 |
| 2nd Connector Taxiway - design | \$ 90,000 | \$ 134,498 |
| 2nd Connector Taxiway - construction | \$ 556,000 | \$ - |
| Pilot Terminal | \$ 133,000 | \$ 1,820 |
| FEMA - Storm Damaged Asbestos Roof ^(b) | \$ - | \$ 1,036 |
| Boat Haven | | |
| Main Breakwater Repairs | \$ 400,000 | \$ 54,444 |
| Stormwater Treatment Compliance | \$ 450,000 | \$ 150,751 |
| Moorage/Yard Office | \$ 150,000 | \$ 175,877 |
| Northwest Yard Expansion | \$ 200,000 | \$ 11,217 |
| West Yard Expansion | \$ 80,000 | \$ 34,320 |
| Sperry bldg. #5 TAKU | \$ 25,000 | \$ 3,483 |
| Sperry Bldg. #7 KEY CITY | \$ 25,000 | \$ 926 |
| Bldg. Fac. Presrv - Enviro Roof/Ext. Paint-Bathrm Ext. Paint | \$ 25,000 | \$ 24,693 |
| FEMA - Pavement Repairs ^(c) | \$ - | \$ 78,735 |
| Point Hudson | | |
| Breakwater Replacement | \$ 6,000,000 | \$ 2,324,765 |
| Bldg/Facility Preservation (Cupola Bldg. Remodel) | \$ 450,000 | \$ 32,567 |
| FEMA - PH Emergency Repairs | \$ - | \$ 101,482 |
| Quilcene | | |
| Herb Beck Dredge | \$ 20,000 | \$ 5,239 |
| Ramp Upgrade & Bathroom Remodel | \$ 25,000 | \$ 14,294 |
| Other Projects | | |
| Portwide Dock Reno - (City Dock/Union Wharf) ^(d) | \$ 220,000 | \$ 141,586 |
| Portwide Dock Reno - (BH "D" Dock Transformer Retrofit) ^(d) | \$ 30,000 | \$ 15,330 |
| Portwide Yard/Prkg/RV Rsrfcg (Long Term Yard Rehab) | \$ 75,000 | \$ 162,232 |
| Gardiner Boat Launch w/seasonal float | \$ 110,000 | \$ 58,385 |
| Clean Vessel Boat build & pump outs | \$ - | \$ 128,467 |
| San Juan Grocery Prop. Enviro Assessmt ^(e) | \$ 100,000 | \$ 106,424 |
| Short Farm purchase ^(f) | \$ 1,400,000 | \$ 1,474,796 |
| Water Walk feasibility ^(f) | \$ 300,000 | \$ 14,821 |
| Total | \$ 10,864,000 | \$ 5,267,354 |

2023 Capital Purchases or Contracted Capital Services

Equipment/Vehicle replacement (total \$175,000)

| | | |
|--|-------------------|-------------------|
| (2) ½ Ton pick-up trucks | \$ 70,000 | \$ 94,456 |
| 1 Ton pick-up truck | 65,000 | 58,814 |
| Dump trailer | 25,000 | 0 |
| Gator (PH) | 15,000 | 0 |
| Zodiac Pro boat ^(g) | 0 | 29,106 |
| Total Capital Purchases or Contracted Capital Services YTD | <u>\$ 175,000</u> | <u>\$ 182,376</u> |

Notes to Expenditures listed above:

- (a) As of early June, all three (3) FAA grant close-outs were completed for this project. This expenditure is the final payment to Reid Middleton for that work.
- (b) Enduris has reimbursed the Port for 97%, or \$139,541, of the JCIA Storm Damaged Asbestos Roof, and FEMA will pay 90%, or \$4,500, of the insurance deductible (which was \$5,000). Costs were incurred in 2021 and 2022.
- (c) The Port was reimbursed in March 2023 by FEMA for 90% of the costs for this emergency work on the Boat Haven Pavement Repair for \$65,051. Repairs commenced in 2022.
- (d) This is a capital “program” that includes any port-wide dock renovations as needed each year. This program has \$250,000 budgeted annually for the next 5 years. Here we split the budgeted amount as was estimated for each project, though both projects did not reach those amounts.
- (e) Technically, the assessment of the San Juan Grocery property is not a capital expenditure; it is a feasibility study to determine the likelihood of further development. However, it is a project being tracked.
- (f) These are projects added since the 2023 budget was adopted in November 2022.
- (g) It was determined the Zodiac would be a better purchase for Port staff use (rather than the Gator) since the conversion of the Munson boat into the Pump-out Skiff.

| Ending Cash Balances YTD | 2023 | 2022 |
|--------------------------------------|---------------------|---------------------|
| Reserved Cash & Investments – Other* | \$ 1,863,886 | \$ 3,260,744 |
| Reserved Cash & Investments – IDD | 6,317,940 | 3,509,263 |
| Unreserved Cash & Investments | 1,320,298 | 739,438 |
| Total Cash & Investments | <u>\$ 9,502,123</u> | <u>\$ 7,509,445</u> |

*Other Reserves detail:

| | <u>Current balance</u> | <u>Target balance</u> |
|-----------------------------------|------------------------|-----------------------|
| Unemployment Reserve | \$ 10,000 | na |
| Operating Reserve (a) | 641,216 | \$ 1,623,095 |
| Boat Haven Renovation Reserve (b) | 436,068 | na |
| Emergency Reserve | 500,000 | \$500,000 |
| Port-Wide Capital Reserve (c) | 276,602 | na |
| Total Other Reserves | <u>\$ 1,863,886</u> | |

- (a) The target for the Operating Reserve is 25%, or three (3) months, of operating expenses, per current budget. The above target is based on the 2023 Operating Budget. See resolution 692-19 for more detail.

- (b) This reserve is for use on Boat Haven Moorage projects until it is extinguished. It was replaced by the Port-Wide Capital Reserve in resolution 693-19.
- (c) Resolution 693-19 did not set a target for this reserve; however, in 2024 a long-term projection will be developed for funding future projects.

Debt Service for the Year

2010 LTGO Bond – (83% paid A/B Dock Reconstruction, 17% paid 75 Ton Lift Pier)

| | | |
|-------------------------------------|-----------|-------------|
| June 1 – interest only | \$ 73,544 | PAID |
| December 1 – principal and interest | 408,544 | |

2015 LTGO Refunding Bond- (paid for Point Hudson Marina Reconstruction – 2005 LTGO Bonds refunded in 2015)

| | | |
|---------------------------------|---------|-------------|
| July 1 – principal and interest | 523,250 | PAID |
| December 31 – interest only | 15,750 | |

Total Debt Service for the year \$ 1,021,088

Remaining Debt for years 2024-2029

| | | |
|---|----------------------|----------------------|
| 2010 LTGO Bond – principal and interest | \$ 2,847,463 | payoff December 2029 |
| 2015 LTGO Bond – principal and interest | <u>1,081,800</u> | payoff July 2025 |
| Total | <u>\$ 3,929,263*</u> | |

Port staff plans to extinguish all debt obligations two years earlier than the legal obligation, in 2027.

2021 LTGO Line of Credit

| date | draw no. | Beginning Balance | Draw | Redemption Principal | Redemption Interest | Ending Principal Balance |
|--------|---------------|-------------------|---------------------|----------------------|---------------------|--------------------------|
| Nov-22 | 1st draw | \$ - | \$ 2,633,967 | \$ - | \$ - | \$ 2,633,967 |
| Dec-22 | 2nd draw | 2,633,967 | 1,189,677 | - | - | 3,823,644 |
| Mar-23 | na | 3,823,644 | - | 423,734 | 16,481 | 3,399,910 |
| Aug-23 | na | 3,399,910 | - | 3,399,910 | 26,057 | - |
| | totals | | \$ 3,823,644 | \$ 3,823,644 | \$ 42,538 | - * |

Note: Interest payments are calculated just prior to loan due dates.

The 2021 LTGO LOC's required debt redemptions are due in March, and September each year until the end of the bond term, March 1, 2027. This debt instrument serves as a bridge between project expenditure payments, grant reimbursements, and reconciliations with the IDD Levy Reserve, as applicable. The Port plans to re-pay this debt prior to the term date in March 2027. There are no penalties for pre-payment. The interest rate on the LOC is 1.55% through March 1, 2025, and increases to 1.65% thereafter through the end of bond term.

DISCUSSION

As requested by the Commission.

FISCAL IMPACT

NA

RECOMMENDATIONS

For discussion only.

Port of Port Townsend
2023 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget

| | YTD Sept. 2022 | YTD Sept. 2023 | Variance to prior year | notes | YTD Budget 2023 | Variance to Budget YTD |
|--|-------------------|-------------------|---------------------------|----------|--------------------|---------------------------|
| OPERATING REVENUES | | | | | | |
| Boat Haven Moorage | 1,512,582 | 1,622,880 | 110,298 | | 1,584,422 | 38,458 |
| Yard Operations | 2,017,577 | 2,174,025 | 156,448 | | 1,903,202 | 270,823 |
| Boat Haven Properties | 679,580 | 753,956 | 74,377 | | 691,604 | 62,352 |
| Pt. Hudson Marina, RV & Prop | 1,304,496 | 1,338,177 | 33,681 | | 1,317,767 | 20,410 |
| Quilcene Marina & Prop | 135,296 | 148,612 | 13,316 | | 136,644 | 11,968 |
| Launch Ramps | 42,379 | 38,749 | (3,629) | | 46,342 | (7,593) |
| Jeff Co Intl Airport | 135,630 | 147,849 | 12,220 | | 136,510 | 11,339 |
| (Incr.)/Decr. In Accounts Receivable | 78,589 | 107,858 | 29,269 | | - | 107,858 |
| Total Operating Revenues | 5,906,128 | 6,332,107 | 425,979 | a | 5,816,491 | 515,616 |
| OPERATING EXPENDITURES | | | | | | |
| Salaries & Wages | 2,001,323 | 2,103,083 | 101,759 | | 2,183,324 | (80,241) |
| Payroll Taxes | 211,427 | 242,822 | 31,395 | | 229,302 | 13,520 |
| Employee Benefits | 623,237 | 673,021 | 49,784 | | 624,221 | 48,800 |
| Uniform Expense | 13,020 | 6,400 | (6,620) | | 8,013 | (1,613) |
| Contract Services | 185,463 | 336,847 | 151,383 | | 234,159 | 102,688 |
| Legal & Auditing | 46,924 | 62,081 | 15,157 | | 39,694 | 22,387 |
| Insurance | 451,482 | 492,726 | 41,244 | | 451,442 | 41,284 |
| Facilities & Operations | 765,378 | 677,574 | (87,804) | | 575,913 | 101,661 |
| Utilities | 460,076 | 478,538 | 18,462 | | 452,697 | 25,841 |
| Marketing | 44,276 | 82,767 | 38,491 | | 51,605 | 31,162 |
| Economic Development | 22,500 | 30,045 | 7,545 | | 48,750 | (18,705) |
| Travel & Training | 16,124 | 13,389 | (2,735) | | 20,047 | (6,658) |
| Community Relations | 647 | 10,149 | 9,502 | | 49,569 | (39,420) |
| Total Operating Expenditures | 4,841,876 | 5,209,440 | 367,564 | b | 4,968,736 | 240,704 |
| Net Operating Income (Expense) | 1,064,252 | 1,122,667 | 58,415 | | 847,755 | 274,912 |
| Other Increases in Fund Resources | | | | | | |
| Deposits & Retainage Collected | 30,823 | 51,661 | 20,838 | | 63,433 | (11,772) |
| Taxes Collected | 541,685 | 568,094 | 26,409 | | 521,760 | 46,334 |
| Capital Contributions/Grants | 99,512 | 6,737,446 | 6,637,935 | | 3,517,283 | 3,220,163 |
| Interest | 68,749 | 378,817 | 310,068 | | 56,867 | 321,950 |
| Property & other taxes | 2,385,653 | 2,652,332 | 266,679 | | 2,338,167 | 314,165 |
| Misc Other Incr. in Fund Resources | 89,678 | 185,690 | 96,012 | | 46,998 | 138,692 |
| Total Other Incr. in Fund Resources | 3,216,099 | 10,574,041 | 7,357,941 | c | 6,544,508 | 4,029,533 |
| Other Decr. In Fund Resources | | | | | | |
| Deposits & Retainage Paid | 86,451 | 36,905 | (49,547) | | 47,261 | (10,356) |
| Taxes Remitted | 540,078 | 566,225 | 26,147 | | 509,592 | 56,633 |
| Debt Principal & Interest | 601,344 | 4,462,975 | 3,861,632 | d | 596,794 | 3,866,181 |
| Capital Expenses | 889,049 | 5,449,971 | 4,560,921 | d | 5,449,971 | - |
| Debt Mgmt, Issuance & Misc Exp | 41,981 | 180,242 | 138,261 | | 14,250 | 165,992 |
| Election Expense | 17,561 | - | (17,561) | | - | - |
| Total Other Decr. In Fund Resources | 2,176,464 | 10,696,318 | 8,519,854 | d | 6,617,868 | 4,078,450 |
| Incr. (Decr.) in Other Fund Resources | 1,039,635 | (122,277) | (1,161,912) | | (73,360) | (48,917) |
| Change in Cash - Increase/(Decrease) | 2,103,887 | 1,000,390 | (1,103,498) | e | 774,395 | 225,994 |

Port of Port Townsend
Notes to 2023 Summary of Fund Resources & Uses report
As of Quarter 3, 2023

- (a) Overall, Operating Revenues are more than YTD September 2022 by \$425,979, or 7%. This variance is largely due to the increase in Yard revenues, followed by Boat Haven Moorage, and Boat Haven Properties. When compared to the YTD budget, Operating Revenues are up by \$515,616, or 9%, though 21% or \$107,858, of this is due to changes in Accounts Receivable which are not budgeted.
- (b) Overall, Operating Expenses increased when compared to 2022 YTD by 7.6%, or \$367,564. When measuring performance against budget, Operating Expenses YTD are more by 4.8%, or \$240,704. This increase in actual over budget appears to align with the inflation we've been experiencing.
- (c) Total Other Increases in Fund Resources increased by 229%, or \$7,357,941, when compared to 2022. Of this increase, \$6.6 million, or 90%, is due to grant revenues to include the EDA for the Point Hudson Jetty project in the amount of \$3.114 million, \$2.4 million from the two (2) Dept. of Commerce grant reimbursements that were received in January for the jetty project (which were expected in December 2022), and almost \$600,000 is from the FAA.
- (d) Under the Other Decreases in Fund Resources category, a line for "Capital Expenses" was added to provide a more accurate picture of changes in cash year-to-date; this includes projects as well as purchases for equipment and vehicles. The total for the Other Decreases in Fund Resources are more when compared to 2022 by 391%, or \$8,519,854. When reviewing this year-to-year comparison, the two significant reasons for these increases are 1.) the redemptions in March and August of the 2021 LOC that totaled just over \$3.8 million, and 2.) the addition of a Capital Expenses line to this financial statement which has a YTD variance from 2022 of \$4.5 million. This has been a very busy year for capital work and purchases.
- (e) This line description has been updated from "Net Income (Expense)" to "Change in Cash – Increase/(Decrease)." This more accurately shows the changes in cash, particularly since Capital Expenses line (footnote d) was added. Overall, the difference in 2023 Change in Cash when compared to 2022 is a reduction of \$1,103,498, or 52%. Part of this variance is due to the redemption of the 2021 LOC for approximately \$3.8 million, and part is due to the addition of Capital Projects which shows the total YTD cost of capital. YTD 2023 there has been much more in grant funding received when compared to 2022, as well as a significant increase in capital expenditures. In addition, the payment of the 2021 LOC wasn't budgeted since we cannot know the cashflow timing, just that it would be used as a bridge to the project's grant funding reimbursements.

PORT OF PORT TOWNSEND

AGENDA COVER SHEET

| | |
|---------------------|--|
| MEETING DATE | November 21, 2023 |
| AGENDA ITEM | <input type="checkbox"/> Consent <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational |
| AGENDA TITLE | Informational Items |
| STAFF LEAD | Eron Berg, Executive Director |
| REQUESTED | <input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion |
| ATTACHMENTS | <ul style="list-style-type: none"> • Quarter 3 - 2023 Detailed Financials • Port Commission Schedule |

Port of Port Townsend

2023 Summary of Fund Resources & Uses with Comparison to Prior Year and Budget

| | YTD Sept. 2022 | YTD Sept. 2023 | Variance to prior year | notes | YTD Budget 2023 | Variance to Budget YTD |
|-------------------------------------|-------------------|-------------------|---------------------------|-------|--------------------|---------------------------|
| OPERATING REVENUES | | | | | | |
| PTBH - Permanent Moorage | 941,195 | 981,268 | 40,072 | | 968,000 | 13,268 |
| PTBH - Liveaboard Fee | 14,819 | 21,315 | 6,496 | | 17,650 | 3,665 |
| PTBH - Liveaboard Background Check | 360 | 252 | (108) | | - | 252 |
| PTBH - Work Float/Lift Pier Usage | 5,510 | 13,385 | 7,874 | | 202 | 13,183 |
| PTBH - Monthly Guest | 213,004 | 205,457 | (7,547) | | 227,811 | (22,354) |
| PTBH - Nightly Guest | 248,292 | 291,462 | 43,170 | | 259,407 | 32,055 |
| PTBH - Electric | 70,102 | 82,580 | 12,478 | | 80,000 | 2,580 |
| PTBH - Miscellaneous Revenue | 4,588 | 6,907 | 2,319 | | 5,467 | 1,440 |
| PTBH - Showers | 7,634 | 7,516 | (118) | | 9,805 | (2,289) |
| PTBH - Restroom Key Fobs | 380 | 284 | (97) | | 1,780 | (1,497) |
| PTBH - Laundry | 5,944 | 5,183 | (762) | | 7,323 | (2,141) |
| PTBH - Promotional Sales | 192 | 1,243 | 1,051 | | 240 | 1,003 |
| PTBH - Port Labor | (63) | - | 63 | | 2,260 | (2,260) |
| PTBH - Kayak Racks | 624 | 6,029 | 5,406 | | 4,477 | 1,552 |
| Boat Haven Moorage | 1,512,582 | 1,622,880 | 110,298 | | 1,584,422 | 38,458 |
| Yard - 70/75 Ton Hoist Revenue | 297,333 | 316,384 | 19,051 | | 297,017 | 19,367 |
| Yard - 70/75 Ton Yard Revenue | 857,529 | 1,006,558 | 149,029 | | 741,142 | 265,416 |
| Yard - 70/75 Ton Yard Enviro Fee | 59,403 | 61,085 | 1,681 | | 59,529 | 1,556 |
| Yard - 70/75 Ton Yard Electric | 35,915 | 38,093 | 2,178 | | 36,625 | 1,468 |
| Yard - 70/75 Ton Yard Port Labor | 9,897 | 9,996 | 99 | | 8,809 | 1,187 |
| Yard - 300 Ton Hoist Revenue | 178,173 | 202,429 | 24,257 | | 176,636 | 25,793 |
| Yard - 300 Ton Yard Revenue | 345,854 | 352,064 | 6,210 | | 351,298 | 766 |
| Yard - 300 Ton Yard Enviro Fee | 14,514 | 16,763 | 2,249 | | 13,902 | 2,861 |
| Yard - 300 Ton Yard Electric | 34,368 | 26,273 | (8,095) | | 38,460 | (12,187) |
| Yard - 300 Ton Yard Port Labor | 6,303 | 8,230 | 1,927 | | 5,953 | 2,277 |
| Yard - L/T Storage | 54,602 | (393) | (54,996) | | 63,450 | (63,843) |
| Yard - Blocking Rent | 40,906 | 36,208 | (4,698) | | 37,180 | (972) |
| Yard - Off Port Property Tarp Fee | 38 | 5,197 | 5,158 | | 400 | 4,797 |
| Yard - Washdown Revenue | 78,559 | 88,767 | 10,208 | | 65,851 | 22,916 |
| Yard - Bilge Water Revenue | 3,403 | 4,754 | 1,351 | | 4,393 | 361 |
| Yard - Liveaboard Fee | 600 | - | (600) | | 1,647 | (1,647) |
| Yard - Enviro Violations & Clean up | (24) | 184 | 208 | | 306 | (122) |
| Yard - Miscellaneous Revenue | 203 | 421 | 218 | | 604 | (183) |
| Yard - Garbage | - | 1,013 | 1,013 | | - | 1,013 |
| Yard Operations | 2,017,577 | 2,174,025 | 156,448 | | 1,903,202 | 270,823 |
| PTBH Prop - Lease Revenue | 618,535 | 694,561 | 76,026 | | 629,442 | 65,119 |
| PTBH Prop - Fuel Dock Lease | 15,631 | 13,507 | (2,124) | | 15,486 | (1,979) |
| PTBH Prop - Garbage | 2,936 | 3,049 | 113 | | 10,800 | (7,751) |
| PTBH Prop - Water | 25,633 | 27,447 | 1,814 | | 17,474 | 9,973 |
| PTBH Prop - Stormwater | 7,163 | 6,781 | (382) | | 7,922 | (1,141) |
| PTBH Prop - Electric | (50) | (2,291) | (2,241) | | 1,215 | (3,506) |
| PTBH Prop - Storage Unit Revenue | 9,082 | 9,614 | 532 | | 8,865 | 749 |
| PTBH Prop - Miscellaneous | 575 | 1,234 | 659 | | 400 | 834 |

Accompanying notes, and information memo are an integral part of this statement.

Summary of Fund Resources Uses, Qtr. 3, 2023

| | YTD Sept. 2022 | YTD Sept. 2023 | Variance to prior year | notes | YTD Budget 2023 | Variance to Budget YTD |
|------------------------------------|-------------------|-------------------|---------------------------|-------|--------------------|---------------------------|
| PTBH Prop - Restroom Key Fobs | 75 | 55 | (20) | | - | 55 |
| Boat Haven Properties | 679,580 | 753,956 | 74,377 | | 691,604 | 62,352 |
| Pt Hudson - Permanent Moorage | 103,952 | 108,614 | 4,661 | | 133,347 | (24,733) |
| Pt Hudson - Monthly Guest | 93,229 | 12,816 | (80,413) | | 97,427 | (84,611) |
| Pt Hudson - Nightly Guest | 198,984 | 211,103 | 12,119 | | 198,587 | 12,516 |
| City Pier & Union Wharf Usage | 11,740 | 18,200 | 6,460 | | 5,149 | 13,051 |
| Cruise Ship Garbage | 989 | 972 | (16) | | 1,200 | (228) |
| Pt Hudson - Monthly R.V. | 61,958 | 44,625 | (17,332) | | 56,868 | (12,243) |
| Pt Hudson - Nightly R.V. | 344,213 | 430,380 | 86,167 | | 328,157 | 102,223 |
| Pt Hudson - Kayak Racks | 15,388 | 13,609 | (1,779) | | 15,165 | (1,556) |
| Pt Hudson - Electric | 17,320 | 9,925 | (7,395) | | 20,288 | (10,363) |
| Pt Hudson - Reservation Fee | 38,063 | 45,907 | 7,844 | | 34,080 | 11,827 |
| Pt Hudson - Liveaboard Fee | 5,381 | 420 | (4,961) | | 9,129 | (8,709) |
| Pt Hudson - Liveaboard Backgrnd Ck | 1,260 | 1,314 | 54 | | 945 | 369 |
| Pt Hudson - Showers | 5,332 | 5,086 | (247) | | 5,229 | (143) |
| Pt Hudson - Laundry | 7,180 | 6,126 | (1,054) | | 7,054 | (928) |
| Pt Hudson - Passenger Fee | 16,878 | 22,407 | 5,528 | | 14,090 | 8,317 |
| Pt Hudson - Miscellaneous | 5,196 | 276 | (4,920) | | 2,888 | (2,612) |
| Pt Hudson - Promotional Sales | 1,240 | 1,151 | (89) | | 1,132 | 19 |
| Pt Hudson - Building Leases | 326,865 | 349,251 | 22,385 | | 332,694 | 16,557 |
| Pt Hudson - Property Utilities | 32,623 | 34,417 | 1,793 | | 34,785 | (368) |
| Pt Hudson - Event Facility Rev | 1,200 | 4,892 | 3,692 | | 3,000 | 1,892 |
| Pt Hudson - Parking | 15,505 | 16,411 | 906 | | 16,553 | (142) |
| Pt Hudson - Keys, & Key Fobs | - | 276 | 276 | | - | 276 |
| Pt. Hudson Marina, RV & Prop | 1,304,496 | 1,338,177 | 33,681 | | 1,317,767 | 20,410 |
| Quilcene - Permanent Moorage | 50,866 | 59,093 | 8,227 | | 49,153 | 9,940 |
| Quilcene - Nightly Moorage | 1,863 | 6,380 | 4,517 | | 1,637 | 4,743 |
| Quilcene - Showers | 1,822 | 1,712 | (110) | | 2,192 | (480) |
| Quilcene - Electric | 2,118 | 1,373 | (745) | | 2,934 | (1,561) |
| Quilcene - Kayak Rack Storage | 254 | - | (254) | | 162 | (162) |
| Quilcene - Reservations | 198 | - | (198) | | 253 | (253) |
| Quilcene - Recreational Ramp Fees | 10,942 | 9,319 | (1,623) | | 9,633 | (314) |
| Quilcene - Commercial Use Fees | 5,030 | 5,400 | 370 | | 5,702 | (302) |
| Quilcene - Miscellaneous Revenue | 609 | 158 | (452) | | 448 | (291) |
| Quilcene - Lease Revenue | 52,504 | 57,130 | 4,626 | | 54,144 | 2,986 |
| Quilcene - Water | 8,715 | 7,339 | (1,376) | | 9,666 | (2,327) |
| Quilcene - Empty Trailer Strg | 375 | 709 | 334 | | 720 | (11) |
| Quilcene Marina & Prop | 135,296 | 148,612 | 13,316 | | 136,644 | 11,968 |
| Ramp Fees | 36,371 | 35,672 | (699) | | 39,534 | (3,862) |
| PTBH Ramp - Commercial Use Fees | 4,915 | 1,470 | (3,445) | | 5,381 | (3,911) |
| PTBH Ramp - Dinghy Float Revenue | 1,093 | 1,608 | 514 | | 1,427 | 181 |
| Launch Ramps | 42,379 | 38,749 | (3,629) | | 46,342 | (7,593) |
| JCIA - Lease Revenue | 101,354 | 110,307 | 8,952 | | 101,673 | 8,634 |
| JCIA - Hangar Revenue | 29,063 | 31,823 | 2,761 | | 29,583 | 2,240 |
| JCIA - Vehicle Parking Revenue | 800 | 580 | (220) | | 800 | (220) |
| JCIA - Aircraft Parking | 1,098 | 2,864 | 1,766 | | 1,038 | 1,826 |
| JCIA - Fuel Lease Revenue | 1,595 | 1,471 | (124) | | 1,386 | 85 |

| | YTD Sept. 2022 | YTD Sept. 2023 | Variance to prior year | notes | YTD Budget 2023 | Variance to Budget YTD |
|--|-------------------|-------------------|---------------------------|----------|--------------------|---------------------------|
| JCIA - Electric | 1,220 | - | (1,220) | | 1,400 | (1,400) |
| JCIA - Miscellaneous Revenue | 500 | 805 | 305 | | 630 | 175 |
| Jeff Co Intl Airport | 135,630 | 147,849 | 12,220 | | 136,510 | 11,339 |
| (Incr.)/Decr. In Accounts Receivable | 78,589 | 107,858 | 29,269 | | - | 107,858 |
| Total Operating Revenues | 5,906,128 | 6,332,107 | 425,979 | a | 5,816,491 | 515,616 |
| OPERATING EXPENDITURES | | | | | | |
| Salaries & Wages | 2,001,323 | 2,103,083 | 101,759 | | 2,183,324 | (80,241) |
| Payroll Taxes | 211,427 | 242,822 | 31,395 | | 229,302 | 13,520 |
| Employee Benefits | 623,237 | 673,021 | 49,784 | | 624,221 | 48,800 |
| Uniform Expense | 13,020 | 6,400 | (6,620) | | 8,013 | (1,613) |
| Contract Services | 185,463 | 336,847 | 151,383 | | 234,159 | 102,688 |
| Legal & Auditing | 46,924 | 62,081 | 15,157 | | 39,694 | 22,387 |
| Insurance | 451,482 | 492,726 | 41,244 | | 451,442 | 41,284 |
| Office/Computer Supplies | 22,604 | 13,406 | (9,198) | | 12,971 | 435 |
| Operating Supplies | 91,325 | 91,255 | (70) | | 60,719 | 30,536 |
| Enviro Materials/Supplies | 15,419 | 4,053 | (11,365) | | 10,363 | (6,310) |
| Tarp Pool Expense | 35,824 | 33,254 | (2,571) | | 30,257 | 2,997 |
| Empl Recog/Relations | 6,960 | 3,006 | (3,954) | | 6,150 | (3,144) |
| Postage | 4,965 | 3,560 | (1,405) | | 4,117 | (557) |
| Janitorial Supplies | 15,497 | 16,841 | 1,343 | | 19,724 | (2,883) |
| Fuel & Lubricants | 45,159 | 37,272 | (7,888) | | 37,592 | (320) |
| Permits & Licenses | 5,621 | 10,231 | 4,610 | | 6,413 | 3,818 |
| Equipment Purchase & Rental | 58,148 | 86,213 | 28,066 | | 26,037 | 60,176 |
| Claims & Damages | 8,334 | 6,091 | (2,242) | | 257 | 5,834 |
| Membership & Dues | 17,206 | 26,001 | 8,795 | | 18,710 | 7,291 |
| Bank Charges | 137,172 | 130,963 | (6,210) | | 125,073 | 5,890 |
| Excise Tax | 20,939 | 22,725 | 1,786 | | 22,201 | 524 |
| Miscellaneous Expense | 1,021 | 2,354 | 1,333 | | 1,983 | 371 |
| Repair & Maintenance Supplies | 279,184 | 190,349 | (88,835) | | 193,346 | (2,997) |
| Facilities & Operations | 765,378 | 677,574 | (87,804) | | 575,913 | 101,661 |
| Utilities | 460,076 | 478,538 | 18,462 | | 452,697 | 25,841 |
| Advertising (Legal) | 9,446 | 8,126 | (1,320) | | 9,758 | (1,632) |
| Marketing | 29,595 | 58,105 | 28,510 | | 33,712 | 24,393 |
| Promotion | 5,235 | 16,536 | 11,301 | | 8,135 | 8,401 |
| Marketing | 44,276 | 82,767 | 38,491 | | 51,605 | 31,162 |
| Economic Development | 22,500 | 30,045 | 7,545 | | 48,750 | (18,705) |
| Travel & Training | 16,124 | 13,389 | (2,735) | | 20,047 | (6,658) |
| Community Relations | 647 | 10,149 | 9,502 | | 49,569 | (39,420) |
| Total Operating Expenditures | 4,841,876 | 5,209,440 | 367,564 | b | 4,968,736 | 240,704 |
| Net Operating Income (Expense) | 1,064,252 | 1,122,667 | 58,415 | | 847,755 | 274,912 |
| Other Increases in Fund Resources | | | | | | |
| Retainage Collected | 3,472 | 2,400 | (1,072) | | 3,414 | (1,014) |
| Yard Deposits Collected | 2,000 | 24,953 | 22,953 | | 23,110 | 1,843 |
| PTBH Prop Lease Deposits Collected | 14,449 | 6,228 | (8,221) | | 15,000 | (8,772) |
| PH Prop Lease Deposits Collected | 8,857 | 16,779 | 7,921 | | 5,000 | 11,779 |
| JCIA Prop Lease Deposits Collected | 4,086 | 334 | (3,752) | | - | 334 |

Accompanying notes, and information memo are an integral part of this statement.

Summary of Fund Resources Uses, Qtr. 3, 2023

| | YTD Sept. 2022 | YTD Sept. 2023 | Variance to prior year | notes | YTD Budget 2023 | Variance to Budget YTD |
|--|-------------------|-------------------|---------------------------|----------|--------------------|---------------------------|
| Quilcene Lease Deposits Collected | 10 | - | (10) | | - | - |
| PH Marina/RV Deposits Collected | (2,052) | 967 | 3,019 | | 16,909 | (15,942) |
| Deposits & Retainage Collected | 30,823 | 51,661 | 20,838 | | 63,433 | (11,772) |
| Sales Tax Collected | 79,027 | 88,793 | 9,766 | | 66,717 | 22,076 |
| Leasehold Tax Collected | 456,913 | 470,806 | 13,892 | | 449,073 | 21,733 |
| Hotel/Motel Tax Collected | 5,744 | 8,495 | 2,751 | | 5,970 | 2,525 |
| Taxes Collected | 541,685 | 568,094 | 26,409 | | 521,760 | 46,334 |
| Grants - FAA | - | 559,217 | 559,217 | | 480,283 | 78,934 |
| Grants - DOC - EDA | - | 3,113,963 | 3,113,963 | | 2,925,000 | 188,963 |
| Grants - Dept. of Defense - FEMA | - | 65,051 | 65,051 | | - | 65,051 |
| Grants - Fed. Indirect - Dept. of Interior | 13,625 | 302,782 | 289,157 | | 15,000 | 287,782 |
| Grants - Fed. Indirect - EPA | - | 105,507 | 105,507 | | - | 105,507 |
| Grants - WA State | 85,887 | 2,590,927 | 2,505,040 | | 97,000 | 2,493,927 |
| Capital Contributions/Grants | 99,512 | 6,737,446 | 6,637,935 | | 3,517,283 | 3,220,163 |
| ARRA Bond Interest Subsidy | 16,476 | 16,476 | - | | 32,000 | (15,524) |
| Investment Interest | 52,274 | 362,342 | 310,068 | | 24,867 | 337,475 |
| Interest | 68,749 | 378,817 | 310,068 | | 56,867 | 321,950 |
| Operating Tax Levy | 651,093 | 663,525 | 12,431 | | 654,972 | 8,553 |
| IDD Tax Levy | 1,685,855 | 1,866,361 | 180,506 | | 1,620,053 | 246,308 |
| State Forest Revenues | 14,559 | 72,456 | 57,896 | | 35,800 | 36,656 |
| State Timber Excise Tax | 25,586 | 41,277 | 15,692 | | 21,000 | 20,277 |
| Leasehold Excise Tax | 8,560 | 8,714 | 154 | | 6,342 | 2,372 |
| Property & other taxes | 2,385,653 | 2,652,332 | 266,679 | | 2,338,167 | 314,165 |
| Insurance Recovery | - | 140,632 | 140,632 | | - | 140,632 |
| Finance Charges | 63,602 | 32,965 | (30,637) | | 33,053 | (88) |
| Other Non-Operating Revenues | 26,077 | 12,093 | (13,983) | | 13,945 | (1,852) |
| Misc Other Incr. in Fund Resources | 89,678 | 185,690 | 96,012 | | 46,998 | 138,692 |
| Total Other Incr. in Fund Resources | 3,216,099 | 10,574,041 | 7,357,941 | c | 6,544,508 | 4,029,533 |
| Other Decr. In Fund Resources | | | | | | |
| Retainage Paid | 1,970 | 11,384 | 9,414 | | 2,000 | 9,384 |
| Yard Deposits Refunded | 61,922 | - | (61,922) | | 32,900 | (32,900) |
| PTBH Prop Lease Deposits Returned | 20,994 | 18,048 | (2,945) | | 7,398 | 10,650 |
| PH Prop Lease Dep. Returned | 1,566 | 6,042 | 4,476 | | 4,963 | 1,079 |
| JCIA Prop Lease Dep. Refunded | - | 803 | 803 | | - | 803 |
| PH Deposits Refunded | - | 627 | 627 | | - | 627 |
| Deposits & Retainage Paid | 86,451 | 36,905 | (49,547) | | 47,261 | (10,356) |
| Sales Tax Remitted | 71,532 | 79,139 | 7,607 | | 55,310 | 23,829 |
| Leasehold Tax Remitted | 462,289 | 479,470 | 17,182 | | 448,350 | 31,120 |
| Hotel/Motel Tax Remitted | 6,258 | 7,616 | 1,359 | | 5,932 | 1,684 |
| Taxes Remitted | 540,078 | 566,225 | 26,147 | | 509,592 | 56,633 |
| Interest Pmt - 2010 LTGO Bond | 80,744 | 73,544 | (7,200) | | 73,544 | (0) |
| Principal Pmt - 2015 LTGO Rfdg Bond | 490,000 | 500,000 | 10,000 | | 500,000 | - |
| Interest Exp - 2015 LTGO Rfdg Bond | 30,600 | 23,250 | (7,350) | | 23,250 | - |
| Principal Pmt - 2021 Line of Credit | - | 3,823,644 | 3,823,644 | | - | 3,823,644 |
| Interest Exp - 2021 Line of Credit | - | 42,538 | 42,538 | | - | 42,538 |
| Debt Principal & Interest | 601,344 | 4,462,975 | 3,861,632 | d | 596,794 | 3,866,181 |
| Capital Expenses | 889,049 | 5,449,971 | 4,560,921 | d | 5,449,971 | - |

Accompanying notes, and information memo are an integral part of this statement.

Summary of Fund Resources Uses, Qtr. 3, 2023

| | YTD Sept. 2022 | YTD Sept. 2023 | Variance to prior year | notes | YTD Budget 2023 | Variance to Budget YTD |
|--|-------------------|-------------------|---------------------------|----------|--------------------|---------------------------|
| Bond Management Fees | 241 | 1,420 | 1,179 | | 1,200 | 220 |
| Investment Fees | 686 | 900 | 214 | | 900 | - |
| Other Non-Oper Exp | 41,054 | 177,922 | 136,868 | | 12,150 | 165,772 |
| Debt Mgmt, Issuance & Misc Exp | 41,981 | 180,242 | 138,261 | | 14,250 | 165,992 |
| Election Expense | 17,561 | - | (17,561) | | - | - |
| Total Other Decr. In Fund Resources | 2,176,464 | 10,696,318 | 8,519,854 | d | 6,617,868 | 4,078,450 |
| Incr. (Decr.) in Other Fund Resources | 1,039,635 | (122,277) | (1,161,912) | | (73,360) | (48,917) |
| Change in Cash - Increase/(Decrease) | 2,103,887 | 1,000,390 | (1,103,498) | e | 774,395 | 225,994 |

Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)

| Date/Time | | Item/Topic | Location | Absent |
|------------------------------|----------|--|-----------------|---------------|
| Thur-Fri. Nov. 23-24 | | <i>Holiday – Port Offices Closed</i> | | |
| Dec. 6-8 | | WPPA Annual Meeting – Quorum of Commission | Vancouver, WA | |
| Dec. 13 9:30 am | Workshop | WPPA, Governance and Management Guide – Chapter 10 Transparency and Ethics Commission Roundtable Review of the Per Diem rate for Commissioner Meetings Public Comments | Pav | |
| Dec. 13 1 pm | Meeting | A Hangar Land Lease Amendment (Consent) Aurora Aircraft Fuel Amendment (Consent) Northwest Maritime Center PH Land Lease Amendment (Consent) YTD Qtr. 3 October Financial report Point Hudson Jetty Project Update 2024 legislative priorities by Insight Strategies 2024 Organizational Topics (1 st reading) Contract Update/Lease Brief | Pav | |
| Mon-Tues, Dec. 25-26 | | <i>Holiday – Port Offices Closed</i> | | |
| Mon., Jan. 1 | | <i>Holiday – Port Offices Closed</i> | | |
| Wed., Jan. 10 9:30 am | Workshop | Reports and Timeline on Sea-Level Rise and Sims Gateway PIF applications 2024 Organizational Topics – for discussion | Pav | |
| Wed., Jan. 10 1 pm | Meeting | 2024 Organizational Topics (Election of Commission Officers, Committee Assignments, Review Commission Meeting Procedures, Delegation of Management Authority, Commission Annual Retreat Meeting of the Industrial Development Corporation of the Port of Port Townsend (Election of Officers, Minutes approval, review financial statement 2023) Rescind Res. 626-15 naming Abigail as Investment Officer, new resolution naming the person currently holding the position of the Director of Finance and Administration to be the Investment Officer (this on also mentions “Auditor”, but this was addressed via Motion at the 10/24 regular meeting) Rescind res. 663-17 appointing Abigail as Agent to Receive any Claims for Damages to the Port, new resolution naming the current person holding the position of Director of Finance and Administration to be such Agent | Pav | |

Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)

| | | | | |
|--|----------|--|-------------------|--|
| Mon., Jan. 15 | | <i>Holiday – Port Offices Closed</i> | | |
| Wed., Jan 17 Time TBD | Meeting | Short Farm Steering Committee | WSU Kively Center | |
| Wed., Jan. 24 5:30 pm | Meeting | YTD Financial reports for November & December 2023 | Pav | |
| Wed., Feb. 14 9:30 am | Workshop | | Pav | |
| Wed., Feb. 14 1 pm | Meeting | | Pav | |
| Wed., Feb. 21 Time TBD | Meeting | Short Farm Steering Committee | WSU Kively Center | |
| Wed., Feb. 28 5:30 pm | Meeting | | Pav | |
| Wed., Mar. 13 9:30 am | Workshop | | Pav | |
| Wed., Mar. 13 1 pm | Meeting | | Pav | |
| Wed., Mar 13 | Meeting | Short Farm Steering Committee | WSU Kively Center | |
| Wed., Mar. 27 5:30 pm | Meeting | | Pav | |
| Wed., Apr. 10 9:30 am | Workshop | | Pav | |
| Wed., Apr. 10 1 pm | Meeting | | Pav | |
| Wed., Apr.17/18 Times TBD | Meeting | Short Farm Steering Committee | WSU Kively Center | |
| Wed., Apr. 24 5:30 pm | Meeting | | Pav | |
| Wed., May 8 9:30 am | Workshop | | Pav | |

Port of Port Townsend
Upcoming Commission Meetings Calendar (Tentative Agenda Items)

| | | | | |
|-----------------------------------|----------|--|---------------------------------|--|
| Wed., May. 8 1 pm | Meeting | | Pav | |
| Wed., May 15 Time TBD | Meeting | Short Farm Steering Committee | WSU Kively Center | |
| Wed., May 22 5:30 pm | Meeting | | Pav | |
| Wed., May 29 Time TBD | Meeting | Short Farm Steering Committee | WSU Kively Center | |
| Wed., June 5 | Meeting | Short Farm Steering Committee | | |
| Wed., Jun. 12 9:30 am | Workshop | | Pav | |
| Wed., Jun. 12 1 pm | Meeting | | Pav | |
| Wed., June 19 Time TBD | Meeting | Short Farm U of W Student Presentation | TriArea or WSU Kively Center | |
| Wed., June 26 5:30 pm | Meeting | | Pav | |
| Wed., Jul. 10 9:30 am | Workshop | Short Farm | | |
| Wed., Jul. 10 1 pm | Meeting | | Pav | |
| Wed., Aug. 14 9:30 am | Workshop | | Pav | |
| Wed., Aug. 14 1 pm | Meeting | | Pav | |
| Wed., Aug. 28 5:30 pm | Meeting | Cancelled | | |