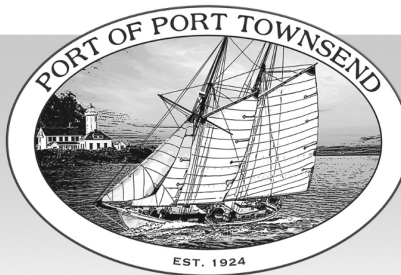


2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

**Regular Commission Meeting  
1st Monthly Meeting Agenda**

**Wednesday, December 10, 2025, 1 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. Special Presentation: Pacific Marine Expo Raffle Drawing 75-ton and 300-ton
- III. Approval of Agenda
- IV. Public Comments
- V. Consent Agenda
  - A. Approval of Workshop and Business Meeting Minutes from November 12, 2025, Special Meeting Minutes of November 13, and November 19-21, 2025 ..... 3-10
  - B. Approval & Ratification of Warrants ..... 11-51
  - C. Resolution 865-25 authorizing Executive Director to enter into a loan agreement with the Department of Commerce to fund the asbestos abatement component of the Point Hudson Weatherization Project (Brownsfield Revolving Loan Fund) ..... 52-105
  - D. Authorize the Executive Director to Accept the Completion of the Gardiner Boat Ramp Replacement Project (Project No: GR-01-002) ..... 106-109
- VI. Regular Business
  - A. Harbormaster Report..... 110-114
  - B. 2025 Year to Date Financials ..... 115
- VII. First Reading – none
- VIII. Second Reading – none
- IX. Staff Comments
- X. Commissioner Comments
- XI. Next Regular Business Meeting:
  - A. Intergovernmental Collaborative Group Special Meeting & Social Hour, Thursday, December 11, 2025 at 5 p.m.
  - B. Friday, December 19, 2025 at 12pm Employee Recognition Luncheon at the Pavilion

**The Port of Port Townsend does not discriminate on the basis of disability in its meetings. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures should contact the ADA Coordinator at 360-385-0656 or [civilrights@portofpt.com](mailto:civilrights@portofpt.com)**

C. Workshop and Regular Business Meeting on Wednesday, January 14, 2026 at 9:30 a.m. and 1 p.m.

XII. Executive Session – None Scheduled

XIII. Adjournment

<u>Informational Items</u> .....	116
• Contract/Lease Update .....	117-119
• Commission Meeting Schedule.....	120

# PORT COMMISSION WORKSHOP MEETING – Wednesday, November 12, 2025

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

Present: Commissioners Hasse, Hanke, and Petranek  
 Executive Director Eron Berg  
 Deputy Director Eric Toews  
 Director of Finance and Administration Connie Anderson (virtual)  
 Harbormaster Kristian Ferrero  
 Operations Manager Chris Sparks  
 Capital Projects Administrator Natalie Toews  
 Lease and Contracts Administrator Heron Scott  
 Port Recorder Joanna Sanders

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

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

## II. UNION WHARF USE BY AMERICAN CRUISE LINES (REC. 00:00:20)

Executive Director Eron Berg reviewed his detailed memorandum of issues, background, discussion topics to date, and fiscal impact.

Natalie Maitland of PT Main Street presented their survey results.

Commissioner comments were as follows: Union Wharf is not on the IDD levy to do list, nor one of the main Port features. The Port should prioritize C/D dock replacement. Investing in the wharf infrastructure is crucial. There are difficulties getting impartial survey data. Mitigation of wear and tear on Union Wharf and possible protection by dolphins. Until the installation of dolphins, the Port might limit visits to one a week or not exceed 40. Concerns include light, noise, diesel pollution, garbage, tour bus carbon footprint, and unauthorized use of transit stops. Positive economic benefits are seen by some business and others see them as a nuisance. Income to the Port supports Union Wharf maintenance and may discourage bigger cruise ships from visiting. There are benefits to the Northwest Maritime Center similar to the Jefferson County Historical Museum.

## III. PUBLIC COMMENT (Rec. 01:45:58)

Written Comment submitted by: Ashlyn Brown Joni Blanchard, Melissa Moller, David King and Annette Huenke.

In-Person Public Comment from: Ashlyn Brown, Kristin Meira of American Cruise Lines, Jeannine Kempees of About Time, Pete Langley, Musa, Tara McCauley of the Jefferson County Historical Society, Clayborn Burleson, David King, Joni Blanchard, Shelly Leavens of the City of Port Townsend, and Bob Maginnis.

Kristin Meira of ACL spoke about their community engagement and contributions to area marine trades, partnering on infrastructure costs, touring ideas, respect and commitment to Port Townsend, and no request for exclusive use. She addressed questions from Commissioners regarding a grant for carbon credits, funding assistance, possible partnership

with Jefferson Transit, size and class of ACL vessels, and questions about mitigating dock impacts in southerly winds.

Harbormaster Kristian Ferrero addressed questions and Commissioner continued to discuss rate card changes as well as other visiting vessels such as Zodiac and Adventuress.

IV. ADJOURNMENT (Rec. 01:52:45)

At 11:48 a.m., the meeting adjourned there being no further business before the Commission.

ATTEST:

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Peter W. Hanke, Secretary

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Carol L. Hasse, President

---

Pamela A. Petranek, Vice President



PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, November 12, 2025

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: Commissioner Hasse, Hanke and Petranek  
Executive Director Eron Berg  
Deputy Director Eric Toews  
Director of Finance and Administration Connie Anderson  
Director of Capital Projects and Port Engineer Matt Klontz  
Harbormaster Kristian Ferrero  
Operations Manager Chris Sparks  
Projects Administrator Natalie Toews  
Lease and Contracts Administrator Heron Scott  
Port Recorder Joanna Sanders

Via Zoom: Attorney Seth Woolsen

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:00)

Commissioner Hasse called the meeting to order at 1:00 p.m.

II. APPROVAL OF AGENDA (Rec. 00:01:18)

There was no objection to adding Regular Business, Item B. Potential Limitation on Port of Calls for American Cruise Line.

III. PUBLIC COMMENTS – GENERAL (Rec. 00:02:25)

Joni Blanchard spoke about the number of visits and factors around American Cruise Lines use of Union Wharf.

Clayburn Burleson urged repairing south-end pilings and asked the Commissioners to direct staff to make emergency repairs to the floating dock in Port Hadlock. He also made comments about Union Wharf and urged not allowing exclusive right to the cruise ships.

IV. SPECIAL PRESENTATION: Recognition of Fifteen-Year Anniversary for Eric Toews (Rec. 00:11:35)

V. CONSENT AGENDA (Rec. 00:26:37)

- A. Approval of Business Meeting Minutes from October 22, 2025
- B. Approval & Ratification of Warrants
- C. Resolution 863-25 Authorizing the Executive Director to File an Application with the Washington State Community Economic Revitalization Board (CERB), Seeking Rural Ports Program Grant Funding to Support the Boat Haven Main Breakwater Rehabilitation Project at the Port Townsend Boat Haven
- D. Resolution 864-25 Declaring Certain Items Surplus and Authorizing their Sale and/or Disposal and Assuring Further that Local Matching Funds are Available and Authorized.

**Unanimous approval of the Consent Agenda as written.**

VI. PUBLIC HEARINGS (Rec. 00:26:58)

A. Draft 2026 Operating & Capital Budget Resolution 860-25 Establishing the 2026 Operating and Capital Budgets (Rec. 00:27:00)

Commissioner Hasse reopened and reviewed the procedures for the public hearing on the Draft 2025 Operating & Capital Budget

Director of Finance and Administration Connie Anderson gave the staff briefing by reviewing final changes to the rates and fees, presenting the budget document, discussing changes to the operational budget, and noting the primary changes reflected in the budget summary in Exhibit A for adoption with the budget resolution.

There being no public testimony, Commissioner Hasse closed public testimony.

Commissioners asked to discuss net operating income and building the reserve as a retreat topic as well as to have more time to review the reserve model.

**Motion to approve Resolution 860-25 establishing the 2026 Operating and Capital Budgets as presented.**

**Motion to amend the 2026 Operating and Capital Budget with the removal of the Union Wharf electrification and mooring dolphins from the Five-Year Capital Project.** Significant discussion ensued about the wharf condition and how much to list in the budget for an infrastructure improvement project. This matter is one of the legislative priorities to pursue related to a project under the Climate Commitment Act to reduce carbon emissions). **Motion failed with two opposed.**

**Main motion carried with two in favor, one opposed.**

Commissioner Hasse closed the public hearing.

B. Resolution 861-25 Amending the Port of Port Townsend's Comprehensive Scheme of Harbor Improvements to Incorporate Capital Projects Described in the 2026 Operating and Capital Budget (Rec: 01:26:18)

Commissioner Hasse reopened and reviewed the procedures for the public hearing on Resolution 861-25 Amending the Port of Port Townsend's Comprehensive Scheme of Harbor Improvements

Deputy Director Eric Toews reviewed the action is to adopt the resolution to incorporate the newly approved budget.

There being no public testimony, public testimony was closed.  
Commissioner Hasse closed the public hearing.

**Motion to approve Resolution 861-25 Amending the Port of Port Townsend's Comprehensive Scheme of Harbor Improvements to Incorporate Capital Projects Described in the 2026 Operating and Capital Budget carried by unanimous vote.**

VII. SECOND READING– None

VIII. FIRST READING - None

VIX. REGULAR BUSINESS (Rec. 01:34:13)

A. 2026 Legislative Agenda

Insight Strategic Partners Caron Benedetti Cargill and Chelsea Hager gave a presentation covering the legislative session outlook, 2025 priorities, review of 2026 legislative priorities, and 2026 Capital Projects with Port Staff describing the details of the capital projects.

**Motion to adopt the 2026 Legislative Strategies and Capital Projects List as shown in the presentation. Motion carried with one opposed.**

B. Potential Limitation on Port of Calls for American Cruise Lines. (Rec. 02:21:50)

Executive Director Eron Berg noted the matter is a carryover from the workshop today.

The Commission discussed Staff's recommendation to allow 50 docking visits a year and increase the docking fee for cruise ships from \$1,100 to \$2,000 per night for small cruise ships.

**Motion to limit cruise ship docking at Union Wharf to 40 visits in calendar year 2026 was approved by unanimous vote.**

**Motion to amend the agenda to consider adoption of 2026 Rates and Fees was approved unanimously.**

C. 2026 Rate Cards

Director of Finance and Administration Connie Anderson noted the briefing on this item occurred earlier in the agenda. The Commission needs to approve the rates.

**Motion to adopt the 2026 rates and fees was unanimously approved.**

X. STAFF COMMENTS (Rec. 02:37:56)

Executive Director Eron Berg noted there is no need for the November 25 meeting so it will be cancelled. For the next meeting, he asked the Commissioners to consider any desired changes to committee assignments for 2026. Oaths of office may occur at the December 10 meeting.

Deputy Director Eric Toews announced he will submit the \$1 million CERB grant on Monday for the main breakwater.

Director of Finance and Administration Connie Anderson reported she is returning her attention to the State Audit which will wrap up in December. December 12 is the date set for paying the bond debt.

Harbormaster Kristian Ferrero said that by the end of the week Global Diving is demolishing the vessel Rebound in the yard. Silver Lady is now in the yard and is fully contained so sandblasting can occur.

Lease and Contracts Administrator Heron Scott Early terminated the first floor of the Nomura Building. PTMTA will shift their meeting to the PT Sail Association site.

XI. COMMISSIONER COMMENTS (Rec. 02:43:22)

Commissioner Petranek reported that KPTZ Our Working Waterfront interview was recently completed and is about boat projects and paying off Port debt.

Commissioner Hanke recommended visiting the Barn on Bainbridge Island in the hope that something similar might be developed at the Short Farm.

Commissioner Hasse is grateful to be done campaigning and being reelected.

XII. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 02:47:14)

- A. Special Business Meeting on Thursday, November 13, 2025 at 5:00 p.m. at the Airport Master Plan Open House due to a quorum of the Commission being present.
- B. WPPA Annual Meeting November 19-21, 2025
- C. Commission Business Meeting on Tuesday, November 25, 2025 at 1:00 p.m. will be cancelled

XIII. EXECUTIVE SESSION – None

XIV. ADJOURNMENT (Rec. 02:25:20)

At 3:55 p.m., the meeting adjourned there being no further business before the Commission.

ATTEST:

\_\_\_\_\_  
Peter W. Hanke, Secretary

\_\_\_\_\_  
Carol L. Hasse, President

\_\_\_\_\_  
Pamela A. Petranek, Vice President

PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday, November 13, 2025

The Port of Port Townsend Commission met for a special business session at the Port Townsend Aero Museum, 105 Airport Road, Port Townsend, and also online via Zoom.

Present: Commissioners Petranek and Hasse with Hanke excused  
Executive Director Eron Berg  
Deputy Director Eric Toews  
Capital Projects Director and Port Engineer Matt Klontz  
Capital Projects Manager Dave Nakagawara  
Capital Projects Administrator Natalie Toews  
Via Zoom: Attorney Seth Woolsen

I. CALL TO ORDER

The Open House attendees gathered beginning at 5:30 p.m.

II. TOPIC OF DISCUSSION

Commissioners Hasse and Petranek gathered with staff and guests for the open house to hear a presentation of development alternatives. Attendees were given an opportunity to provide feedback on alternatives for the new 20-year master plan update.

III. ADJOURNMENT

The meeting adjourned at 6:30 p.m., there being no further business before the Commission.

ATTEST:

\_\_\_\_\_  
Peter W. Hanke, Secretary

\_\_\_\_\_  
Carol L. Hasse, President

\_\_\_\_\_  
Pamela A. Petranek, Vice President

PORT COMMISSION SPECIAL BUSINESS MEETING – Wednesday-Friday, November 19-21, 2025

The Port of Port Townsend Commission scheduled a special business session because of a quorum in attendance at a Washington Public Ports Association Annual Meeting at the Marriott Tacoma Downtown, 1538 Commerce Street, Tacoma, WA 98402.

Present: Commissioners Hasse and Petranek, Commissioner Hanke Excused  
Executive Director Eron Berg

I. CALL TO ORDER

Meeting began at roughly 8:30 a.m. on November 19.

II. TOPIC OF DISCUSSION

Commissioners Hasse and Petranek gathered with other Conference attendees for various discussions, briefings, legislative reports, lunch, and then continuation of speaker presentations. Commissioners did not engage in discussion together about Port business.

III. ADJOURNMENT

The meeting adjourned at 12:00 p.m. on Friday, November 21, there being no further business before the Commission.

ATTEST:

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Carol L. Hasse, President

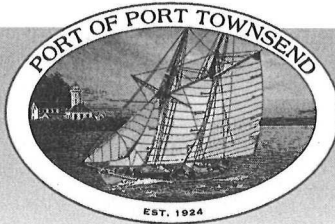
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Peter W. Hanke, Secretary

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Pamela A. Petranek, Vice President

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



www.portoftpt.com

360-385-0656  
fax:360-385-3988  
info@portoftpt.com

## **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 **071104** generated on November 6th, 2025 in the amount of **\$4,116.07 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

## Check Register

Journal Posting Date: 11/6/2025

Register Number: CD-001207

## 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
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			801744	9/30/2025	21.85	0.00	21.85
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			801854	10/2/2025	6.55	0.00	6.55
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			802176	10/9/2025	43.72	0.00	43.72
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			802315	10/13/2025	34.02	0.00	34.02
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Check Entry Number: 001

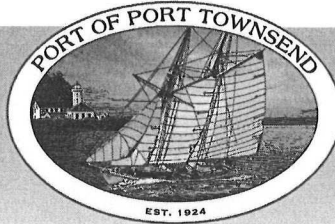


Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
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Check 0000071104 Total:					4,116.07	0.00	4,116.07
Report Total:					4,116.07	0.00	4,116.07

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

## **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 071105 - 071157 generated on November 7th, 2025 in the amount of \$206,818.95 is ratified.

**Signed and Authenticated** on this 10th day of December, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, 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
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			409858	10/20/2025	101.30	0.00	101.30
			409957	10/21/2025	305.86	0.00	305.86
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			410656	10/29/2025	33.57	0.00	33.57
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0000071108	11/7/2025	AIR070	Airside Solutions, Inc				Check Entry Number: 001
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			T341266	10/30/2025	252.90	0.00	252.90
0000071110	11/7/2025	ARR010	Arrow Lumber Port Townsend				Check Entry Number: 001
			102025A	10/28/2025	552.53	0.00	552.53
			102025B	10/28/2025	202.87	0.00	202.87
			102025C	10/28/2025	241.33	0.00	241.33
			102025D	10/28/2025	39.55	0.00	39.55
			102025E	10/28/2025	1,923.67	0.00	1,923.67
			102025F	10/28/2025	8,787.99	0.00	8,787.99
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			94620	10/23/2025	112.30	0.00	112.30
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0000071114	11/7/2025	CAR035	Giuseppe Carraturo				Check Entry Number: 001
			102525EXP	10/30/2025	300.00	0.00	300.00
0000071115	11/7/2025	CED005	CED				Check Entry Number: 001

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
			5948-1076784	10/29/2025	823.78	0.00	823.78
			5948-1077704	10/29/2025	266.94	0.00	266.94
			5948-1078205	10/29/2025	234.12	0.00	234.12
			5948-1078208	10/29/2025	546.34	0.00	546.34
			Check 0000071115 Total:		1,871.18	0.00	1,871.18
0000071116	11/7/2025	CEN001	CHS, INC				Check Entry Number: 001
			50786	10/7/2025	250.00	0.00	250.00
			50788	10/7/2025	336.31	0.00	336.31
			50843	10/14/2025	119.00	0.00	119.00
			50900	10/20/2025	250.00	0.00	250.00
			50961	10/23/2025	589.66	0.00	589.66
			50996	10/29/2025	250.00	0.00	250.00
			Check 0000071116 Total:		1,794.97	0.00	1,794.97
0000071117	11/7/2025	CIT001	City Of Port Townsend				Check Entry Number: 001
			OCT2025.1	10/31/2025	1,722.97	0.00	1,722.97
			OCT2025.10	10/31/2025	804.67	0.00	804.67
			OCT2025.11	10/31/2025	727.07	0.00	727.07
			OCT2025.12	10/31/2025	1,817.74	0.00	1,817.74
			OCT2025.13	10/31/2025	1,586.31	0.00	1,586.31
			OCT2025.14	10/31/2025	1,314.58	0.00	1,314.58
			OCT2025.2	10/31/2025	1,085.91	0.00	1,085.91
			OCT2025.3	10/31/2025	387.57	0.00	387.57
			OCT2025.4	10/31/2025	11,002.90	0.00	11,002.90
			OCT2025.5	10/31/2025	777.14	0.00	777.14
			OCT2025.6	10/31/2025	987.97	0.00	987.97
			OCT2025.7	10/31/2025	69.85	0.00	69.85
			OCT2025.8	10/31/2025	73.08	0.00	73.08
			OCT2025.9	10/31/2025	947.67	0.00	947.67
			Check 0000071117 Total:		23,305.43	0.00	23,305.43
0000071118	11/7/2025	COO050	Cooper Fuel				Check Entry Number: 001
			2031820A	10/13/2025	340.30	0.00	340.30
			2031820B	10/13/2025	340.30	0.00	340.30
			2031821	10/13/2025	57.03	0.00	57.03
			2033153A	10/27/2025	666.50	0.00	666.50
			2033153B	10/27/2025	666.50	0.00	666.50
			2033154	10/27/2025	353.72	0.00	353.72
			Check 0000071118 Total:		2,424.35	0.00	2,424.35
0000071119	11/7/2025	COW020	Cowling and Co LLC				Check Entry Number: 001
			1936	8/31/2025	11,602.30	0.00	11,602.30
			1971	9/30/2025	40,087.45	0.00	40,087.45
			1972	9/30/2025	1,377.90	0.00	1,377.90
			1974	9/30/2025	1,274.60	0.00	1,274.60
			Check 0000071119 Total:		54,342.25	0.00	54,342.25
0000071120	11/7/2025	DIR070	DirecTV				Check Entry Number: 001
			75436554X251028	11/16/2025	442.50	0.00	442.50
0000071121	11/7/2025	FER020	Ferguson Waterworks #3156				Check Entry Number: 001
			4091824-1	10/29/2025	98.56	0.00	98.56
			4120020	10/23/2025	787.20	0.00	787.20
			Check 0000071121 Total:		885.76	0.00	885.76

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
0000071122	11/7/2025	FIS020	Fish N Hole				Check Entry Number: 001
			588540	11/4/2025	29.80	0.00	29.80
0000071123	11/7/2025	GRO001	Groves & Co, Inc				Check Entry Number: 001
			7473460	11/6/2025	152.47	0.00	152.47
0000071124	11/7/2025	GUA080	Guardian Security Systems, Inc.				Check Entry Number: 001
			1623095	6/24/2025	180.52	0.00	180.52
			1648349	9/1/2025	192.13	0.00	192.13
			1659506	10/1/2025	204.80	0.00	204.80
			1669285	11/1/2025	192.13	0.00	192.13
			1669286	11/1/2025	119.25	0.00	119.25
			1669287	11/1/2025	278.98	0.00	278.98
			1669288A	11/1/2025	1,011.96	0.00	1,011.96
			1669288B	11/1/2025	65.64	0.00	65.64
			1669289	11/1/2025	204.80	0.00	204.80
Check 0000071124 Total:					2,450.21	0.00	2,450.21
0000071125	11/7/2025	HAS020	Carol Hasse				Check Entry Number: 001
			102525EXP	10/30/2025	110.04	0.00	110.04
0000071126	11/7/2025	HEN007	Henery Hardware & Building Supply				Check Entry Number: 001
			24848	10/25/2025	47.75	0.00	47.75
			24916	10/25/2025	61.53	0.00	61.53
			24968	10/25/2025	19.62	0.00	19.62
			25002	10/25/2025	108.24	0.00	108.24
			25016	10/25/2025	79.68	0.00	79.68
			25279	10/25/2025	56.97	0.00	56.97
			25411	10/25/2025	52.39	0.00	52.39
			25704	10/25/2025	41.02	0.00	41.02
			25870	10/25/2025	96.07	0.00	96.07
			25921	10/25/2025	22.46	0.00	22.46
Check 0000071126 Total:					585.73	0.00	585.73
0000071127	11/7/2025	HIG020	Highway Specialties LLC				Check Entry Number: 001
			0125013-IN	10/29/2025	2,620.80	0.00	2,620.80
			20744-IN	10/29/2025	262.08	0.00	262.08
Check 0000071127 Total:					2,882.88	0.00	2,882.88
0000071128	11/7/2025	INS070	Insight Strategic Partners LLC				Check Entry Number: 001
			6607	10/31/2025	6,250.00	0.00	6,250.00
0000071129	11/7/2025	INT075	International Institute of Municipal Clerks				Check Entry Number: 001
			123125REN	10/29/2025	195.00	0.00	195.00
0000071130	11/7/2025	LES050	Les Schwab				Check Entry Number: 001
			37900682716	10/22/2025	33.89	0.00	33.89
0000071131	11/7/2025	LUN040	Jeanni Lunde				Check Entry Number: 001
			OCT25EXP	10/28/2025	105.87	0.00	105.87
0000071132	11/7/2025	MAR031	Marine Vacuum Service, Inc.				Check Entry Number: 001
			86528	11/4/2025	3,112.43	0.00	3,112.43
0000071133	11/7/2025	MAR045	Joseph Marek				Check Entry Number: 001
			102825REFUND	10/28/2025	500.00	0.00	500.00
0000071134	11/7/2025	MRS010	MRSC Rosters				Check Entry Number: 001
			76343	11/3/2025	475.00	0.00	475.00
0000071135	11/7/2025	MUR002	Murrey's Disposal Co. Inc.				Check Entry Number: 001
			8830211S112	11/1/2025	1,679.66	0.00	1,679.66
			8830219S113	11/1/2025	5,554.66	0.00	5,554.66

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
			8830243S112	11/1/2025	3,787.56	0.00 3,787.56
			8830314S112	11/1/2025	55.33	0.00 55.33
			8830365S112	11/1/2025	242.17	0.00 242.17
			8830424S112	11/1/2025	247.73	0.00 247.73
			8830720S112	11/1/2025	118.01	0.00 118.01
			<b>Check 0000071135 Total:</b>		11,685.12	0.00 11,685.12
0000071136	11/7/2025	NAK020	Dave Nakagawara			<b>Check Entry Number: 001</b>
			1025EXPA	10/29/2025	133.00	0.00 133.00
			1025EXPB	10/29/2025	126.70	0.00 126.70
			<b>Check 0000071136 Total:</b>		259.70	0.00 259.70
0000071137	11/7/2025	PAC004	Pacific Office Equipment Co			<b>Check Entry Number: 001</b>
			1168716	10/31/2025	570.37	0.00 570.37
			1168717A	10/31/2025	59.70	0.00 59.70
			1168717B	10/31/2025	59.70	0.00 59.70
			1168718A	10/31/2025	7.30	0.00 7.30
			1168718B	10/31/2025	7.30	0.00 7.30
			<b>Check 0000071137 Total:</b>		704.37	0.00 704.37
0000071138	11/7/2025	PAP020	Pape Material Handling			<b>Check Entry Number: 001</b>
			2220542	10/20/2025	1,339.06	0.00 1,339.06
0000071139	11/7/2025	PEN060	Peninsula Pest Control, Inc			<b>Check Entry Number: 001</b>
			75339	10/27/2025	82.05	0.00 82.05
0000071140	11/7/2025	PET065	Pam Petranek			<b>Check Entry Number: 001</b>
			1025EXP	11/1/2025	76.30	0.00 76.30
0000071141	11/7/2025	PIN010	Pinnacle Investigations Corp			<b>Check Entry Number: 001</b>
			102898A	10/26/2025	46.28	0.00 46.28
			102898B	10/26/2025	48.46	0.00 48.46
			<b>Check 0000071141 Total:</b>		94.74	0.00 94.74
0000071142	11/7/2025	POR085	Port Townsend Foundry LLC			<b>Check Entry Number: 001</b>
			6939	10/13/2025	4,006.48	0.00 4,006.48
0000071143	11/7/2025	PRE010	Precision Approach Engineering			<b>Check Entry Number: 001</b>
			7022	9/30/2025	4,395.60	0.00 4,395.60
			7023	9/30/2025	57,265.55	0.00 57,265.55
			<b>Check 0000071143 Total:</b>		61,661.15	0.00 61,661.15
0000071144	11/7/2025	PRO075	Prototek Corp			<b>Check Entry Number: 001</b>
			208571	11/3/2025	3,150.72	0.00 3,150.72
0000071145	11/7/2025	QUI001	Quill Corporation			<b>Check Entry Number: 001</b>
			46287440	10/22/2025	189.58	0.00 189.58
0000071146	11/7/2025	SCO040	Heron Scott			<b>Check Entry Number: 001</b>
			102525EXP	10/30/2025	57.40	0.00 57.40
0000071147	11/7/2025	SEC010	Security Services			<b>Check Entry Number: 001</b>
			146170A	11/1/2025	40.46	0.00 40.46
			146170B	11/1/2025	32.37	0.00 32.37
			146170C	11/1/2025	32.37	0.00 32.37
			146170D	11/1/2025	32.37	0.00 32.37
			146170E	11/1/2025	32.37	0.00 32.37
			146170F	11/1/2025	32.36	0.00 32.36
			<b>Check 0000071147 Total:</b>		202.30	0.00 202.30
0000071148	11/7/2025	SNE020	S-Net Communications			<b>Check Entry Number: 001</b>
			287292A	11/1/2025	172.55	0.00 172.55

Port of Port Townsend (PTA)

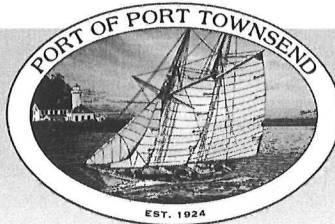
Bank Code: W - WARRANTS PAYABLE						
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Payment Amount
			287292B	11/1/2025	139.37	139.37
			287292C	11/1/2025	13.27	13.27
			287292D	11/1/2025	6.64	6.64
			287292E	11/1/2025	146.01	146.01
			287292F	11/1/2025	6.64	6.64
			287292G	11/1/2025	26.55	26.55
			287292H	11/1/2025	119.46	119.46
			287292I	11/1/2025	33.17	33.17
Check 0000071148 Total:					663.66	663.66
0000071149	11/7/2025	SUN020	Sunrise Coffee			Check Entry Number: 001
			20251233.00	10/28/2025	23.40	23.40
0000071150	11/7/2025	THO080	Tom Thomas			Check Entry Number: 001
			103025REFUND	11/4/2025	59.04	59.04
0000071151	11/7/2025	US0000	United States Postmaster			Check Entry Number: 001
			2026POBOXA	11/4/2025	218.00	218.00
			2026POBOXB	11/4/2025	218.00	218.00
Check 0000071151 Total:					436.00	436.00
0000071152	11/7/2025	VEN070	VenTek International			Check Entry Number: 001
			151887	11/1/2025	103.93	103.93
0000071153	11/7/2025	WAS003	Washington Public Ports Assn.			Check Entry Number: 001
			25583A	11/4/2025	100.00	100.00
			25583B	11/4/2025	100.00	100.00
			25583C	11/4/2025	100.00	100.00
			25583D	11/4/2025	100.00	100.00
Check 0000071153 Total:					400.00	400.00
0000071154	11/7/2025	WAS009	WA ST-Depart of Health			Check Entry Number: 001
			60342	10/14/2025	500.00	500.00
0000071155	11/7/2025	WAV040	Wave Broadband			Check Entry Number: 001
			1026253401	10/26/2025	124.78	124.78
0000071156	11/7/2025	WES006	Westbay Auto Parts, Inc.			Check Entry Number: 001
			897100	9/26/2025	6.37	6.37
			897826	10/1/2025	20.97	20.97
			897827	10/1/2025	131.27	131.27
			898149	10/3/2025	28.85	28.85
			898150	10/3/2025	30.79	30.79
			898161	10/3/2025	43.07	43.07
			898733	10/7/2025	206.77	206.77
			898735	10/7/2025	45.94	45.94
			898763	10/7/2025	1.63	1.63
			898768	10/7/2025	73.56	73.56
			898782	10/7/2025	46.45	46.45
			899153	10/9/2025	35.60	35.60
			899192	10/10/2025	17.48	17.48
			899527	10/13/2025	9.54	9.54
			899775	10/14/2025	33.15	33.15
			899821	10/15/2025	10.83	10.83
			899936	10/15/2025	166.41	166.41
			900481	10/20/2025	29.57	29.57
			900638	10/21/2025	30.72	30.72
			900841	10/22/2025	87.34	87.34

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
			901128	10/24/2025	249.83	0.00    249.83
			901157	10/24/2025	29.14	0.00    29.14
			Check 0000071156 Total:		1,332.02	0.00    1,332.02
0000071157	11/7/2025	WIK030	Eric Wikstrom			Check Entry Number: 001
			102325REFUND	11/4/2025	145.21	0.00    145.21
			Report Total:		206,818.95	0.00    206,818.95



2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

## **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 **071158** generated on November 13th, 2025 in the amount of **\$17,194.20 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

## Check Register

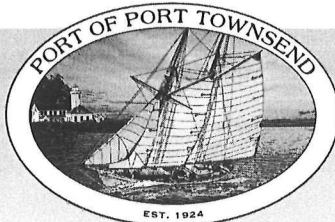
Journal Posting Date: 11/13/2025

Register Number: CD-001209

## 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
0000071158	11/13/2025	BAN005	Bank of America				
				Check Entry Number: 001			
			1030	10/10/2025	8,063.00	0.00	8,063.00
			1062511525A	10/9/2025	82.21	0.00	82.21
			1062511525B	10/9/2025	26.25	0.00	26.25
			1062511525C	10/9/2025	17.67	0.00	17.67
			1062511525D	10/9/2025	67.80	0.00	67.80
			1062511525E	10/10/2025	503.90	0.00	503.90
			1062511525F	10/13/2025	16.60	0.00	16.60
			1062511525G	10/13/2025	14.17	0.00	14.17
			1062511525H	10/14/2025	207.84	0.00	207.84
			1062511525I	10/15/2025	45.94	0.00	45.94
			1062511525J	10/15/2025	10.38	0.00	10.38
			1062511525K	10/16/2025	237.40	0.00	237.40
			1062511525L	10/17/2025	248.00	0.00	248.00
			1062511525M	10/17/2025	76.57	0.00	76.57
			1062511525N	10/28/2025	9.84	0.00	9.84
			1062511525O	10/29/2025	16.59	0.00	16.59
			1062511525P	10/29/2025	154.15	0.00	154.15
			1062511525Q	10/30/2025	272.19	0.00	272.19
			1062511525R	11/3/2025	41.43	0.00	41.43
			1062511525S	11/3/2025	57.40	0.00	57.40
			1062511525T	11/3/2025	88.56	0.00	88.56
			1062511525U	11/3/2025	10.38	0.00	10.38
			1062511525V	11/4/2025	188.09	0.00	188.09
			1062511525X	10/27/2025	98.44	0.00	98.44
			1092511825A	10/9/2025	26.25	0.00	26.25
			1092511825B	10/9/2025	26.25	0.00	26.25
			1092511825C	10/9/2025	52.50	0.00	52.50
			1092511825D	10/9/2025	26.25	0.00	26.25
			1092511825E	10/9/2025	78.72	0.00	78.72
			1308929	10/25/2025	22.17	0.00	22.17
			167037	10/29/2025	139.86	0.00	139.86
			23075642	11/1/2025	1,015.80	0.00	1,015.80
			2372928841	11/1/2025	162.55	0.00	162.55
			2601	10/17/2025	256.01	0.00	256.01
			36178960	10/9/2025	546.89	0.00	546.89
			8998256387	10/16/2025	4,107.22	0.00	4,107.22
			OCT2025A	10/30/2025	78.77	0.00	78.77
			OCT2025B	10/30/2025	26.78	0.00	26.78
			OCT2025C	10/30/2025	51.99	0.00	51.99
			S9068	10/20/2025	21.39	0.00	21.39
Check 0000071158 Total:					17,194.20	0.00	17,194.20
Report Total:					17,194.20	0.00	17,194.20

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



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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 071159 - 071186 generated on November 13th, 2025 in the amount of \$182,399.39 is ratified.

**Signed and Authenticated** on this 10th day of December, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

## Check Register

Journal Posting Date: 11/13/2025

Register Number: CD-001210

## 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
0000071159	11/13/2025	AMB001	AMB Tools & Equipment Co				Check Entry Number: 001
			T341221	10/24/2025	753.28	0.00	753.28
			T341301	11/5/2025	319.45	0.00	319.45
			Check 0000071159 Total:		1,072.73	0.00	1,072.73
0000071160	11/13/2025	CED005	CED				Check Entry Number: 001
			5948-1078064	11/6/2025	680.22	0.00	680.22
0000071161	11/13/2025	CEN030	CenturyLink				Check Entry Number: 001
			1112025CENPHX	11/1/2025	250.00	0.00	250.00
0000071162	11/13/2025	CEN035	CenturyLink				Check Entry Number: 001
			1112025CENSEAA	11/6/2025	116.61	0.00	116.61
			1112025CENSEAB	11/6/2025	82.88	0.00	82.88
			Check 0000071162 Total:		199.49	0.00	199.49
0000071163	11/13/2025	CIN020	Cintas				Check Entry Number: 001
			5302560803A	11/12/2025	8.24	0.00	8.24
			5302560803B	11/12/2025	75.88	0.00	75.88
			5302560803C	11/12/2025	91.43	0.00	91.43
			5302560803D	11/12/2025	106.70	0.00	106.70
			5302560803E	11/12/2025	45.60	0.00	45.60
			Check 0000071163 Total:		327.85	0.00	327.85
0000071164	11/13/2025	COA050	Mott MacDonald				Check Entry Number: 001
			507521002	11/6/2025	6,732.34	0.00	6,732.34
0000071165	11/13/2025	DHE030	DH Environmental, Inc.				Check Entry Number: 001
			12156A	11/7/2025	1,255.00	0.00	1,255.00
			12156B	11/7/2025	715.00	0.00	715.00
			12156C	11/7/2025	1,970.00	0.00	1,970.00
			12156D	11/7/2025	270.00	0.00	270.00
			12156E	11/7/2025	540.00	0.00	540.00
			Check 0000071165 Total:		4,750.00	0.00	4,750.00
0000071166	11/13/2025	DLL010	D L Logos				Check Entry Number: 001
			49998	11/12/2025	181.33	0.00	181.33
0000071167	11/13/2025	FER001	Ferrellgas				Check Entry Number: 001
			11317737928	10/9/2025	208.31	0.00	208.31
			1131863026	10/23/2025	190.07	0.00	190.07
			Check 0000071167 Total:		398.38	0.00	398.38
0000071168	11/13/2025	FRA020	Brandon Franulovic				Check Entry Number: 001
			110525REFUND	11/4/2025	298.58	0.00	298.58
0000071169	11/13/2025	GRA005	Grainger				Check Entry Number: 001
			9692829451	10/29/2025	50.63	0.00	50.63
0000071170	11/13/2025	GRE015	Greentree Communications Co				Check Entry Number: 001
			10684A	11/1/2025	35.45	0.00	35.45
			10684B	11/1/2025	114.21	0.00	114.21
			10684C	11/1/2025	23.63	0.00	23.63
			10684D	11/1/2025	23.63	0.00	23.63
			10684E	11/1/2025	11.82	0.00	11.82
			10684F	11/1/2025	122.09	0.00	122.09
			10684G	11/1/2025	63.01	0.00	63.01
			Check 0000071170 Total:		393.84	0.00	393.84
0000071171	11/13/2025	GUA080	Guardian Security Systems, Inc.				Check Entry Number: 001
			111025LF	11/10/2025	6.47	0.00	6.47

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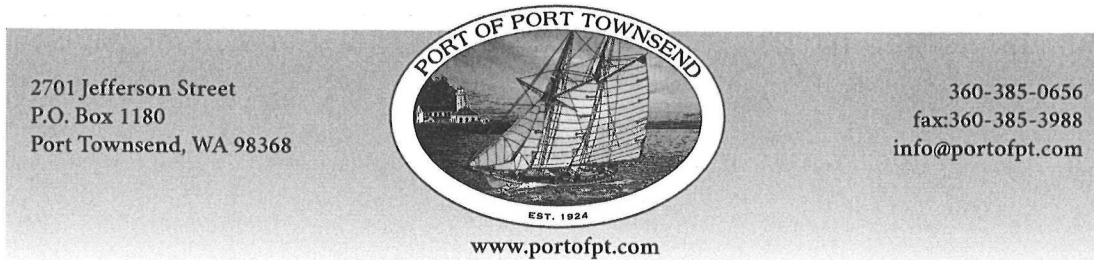
A/P Date: 11/13/2025

Page: 1

User Logon: donna@portofpt.com

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
0000071172	11/13/2025	HIG020	Highway Specialties LLC				Check Entry Number: 001
			0020744-IN	10/29/2025	262.08	0.00	262.08
0000071173	11/13/2025	JEF081	Jefferson Timber Cooperative				Check Entry Number: 001
			1039	11/1/2025	3,500.80	0.00	3,500.80
0000071174	11/13/2025	KSA040	KSA Engineers Inc				Check Entry Number: 001
			ARIV1014618	10/24/2025	36,630.70	0.00	36,630.70
0000071175	11/13/2025	LAC030	La Cocina				Check Entry Number: 001
			287	11/1/2025	993.15	0.00	993.15
0000071176	11/13/2025	LEM040	Lemay Mobile Shredding				Check Entry Number: 001
			4907469S185	11/1/2025	39.95	0.00	39.95
0000071177	11/13/2025	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			379305A	10/31/2025	10.89	0.00	10.89
			379305B	10/31/2025	10.88	0.00	10.88
			801057544A	10/31/2025	65.31	0.00	65.31
			801057544B	10/31/2025	65.31	0.00	65.31
Check 0000071177 Total:					152.39	0.00	152.39
0000071178	11/13/2025	OLY035	Olympic Peninsula Communications LLC				Check Entry Number: 001
			58	11/4/2025	1,012.50	0.00	1,012.50
0000071179	11/13/2025	POR005	Port Townsend Leader				Check Entry Number: 001
			10065A	10/31/2025	1,472.33	0.00	1,472.33
			10065B	10/31/2025	1,472.33	0.00	1,472.33
			10065C	10/31/2025	1,472.34	0.00	1,472.34
			213487	10/31/2025	145.28	0.00	145.28
			213625A	10/31/2025	100.58	0.00	100.58
			213625B	10/31/2025	100.58	0.00	100.58
			213626A	10/31/2025	320.35	0.00	320.35
			213626B	10/31/2025	320.35	0.00	320.35
Check 0000071179 Total:					5,404.14	0.00	5,404.14
0000071180	11/13/2025	POW070	Powerplan - OIB				Check Entry Number: 001
			16489066	10/28/2025	462.69	0.00	462.69
			16493034	10/29/2025	439.45	0.00	439.45
Check 0000071180 Total:					902.14	0.00	902.14
0000071181	11/13/2025	PUD001	Pud District #1				Check Entry Number: 001
			1142025PUD	11/4/2025	20.17	0.00	20.17
0000071182	11/13/2025	ROD035	Rodda Paint				Check Entry Number: 001
			44192871	10/30/2025	45.29	0.00	45.29
0000071183	11/13/2025	SHO010	Shold Excavating Inc				Check Entry Number: 001
			90191R	11/6/2025	415.72	0.00	415.72
0000071184	11/13/2025	VAN050	Van Ness Construction				Check Entry Number: 001
			PAYESTIMATE4A	11/6/2025	122,066.44	0.00	122,066.44
			PAYESTIMATE4B	11/6/2025	5,598.57-	0.00	5,598.57-
Check 0000071184 Total:					116,467.87	0.00	116,467.87
0000071185	11/13/2025	WAS003	Washington Public Ports Assn.				Check Entry Number: 001
			25427	8/5/2025	1,050.00	0.00	1,050.00
0000071186	11/13/2025	WEE020	Dakota Weeks				Check Entry Number: 001
			111325EXP	11/7/2025	160.63	0.00	160.63
Report Total:					182,399.39	0.00	182,399.39



## **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. 071187 through No. 071190 generated on November 17, 2025 in the amount of \$8,400.92 Electronic Payment in the amount of \$140,625.94, for a total amount of \$280,972.42 is ratified.

**Signed and Authenticated** on this 10th day of December, 2025.

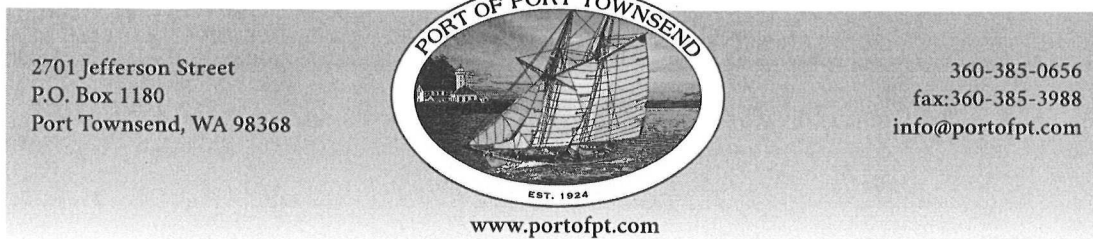
**For: Payroll and Benefits**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And  
Administration



## **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 071191 - 071222 generated on November 21st, 2025 in the amount of \$425,509.06 is ratified.

**Signed and Authenticated** on this 10th day of December, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, 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
0000071191	11/21/2025	AIR070	Airside Solutions, Inc				Check Entry Number: 001
			42132	11/14/2025	335.39	0.00	335.39
			42133	11/14/2025	708.49	0.00	708.49
			Check 0000071191 Total:		1,043.88	0.00	1,043.88
0000071192	11/21/2025	ARX001	Arxcis, Inc				Check Entry Number: 001
			1005144A	11/14/2025	2,450.00	0.00	2,450.00
			1005144B	11/14/2025	1,150.00	0.00	1,150.00
			1005144C	11/14/2025	1,750.00	0.00	1,750.00
			Check 0000071192 Total:		5,350.00	0.00	5,350.00
0000071193	11/21/2025	BID040	Jeri Bidinger				Check Entry Number: 001
			103125REFUND	11/18/2025	23.40	0.00	23.40
0000071194	11/21/2025	CED005	CED				Check Entry Number: 001
			5948-1076785	11/12/2025	1,312.80	0.00	1,312.80
			5948-1078093	11/5/2025	262.56	0.00	262.56
			5948-1078094	11/6/2025	623.58	0.00	623.58
			5948-1078407	11/5/2025	287.07	0.00	287.07
			5948-1078425	11/12/2025	1,170.58	0.00	1,170.58
			5948-1078915	11/19/2025	1,278.94	0.00	1,278.94
			Check 0000071194 Total:		4,935.53	0.00	4,935.53
0000071195	11/21/2025	CEN010	Central Welding Supply				Check Entry Number: 001
			2533921	11/4/2025	161.49	0.00	161.49
0000071196	11/21/2025	CEN035	CenturyLink				Check Entry Number: 001
			1212025	11/20/2025	200.36	0.00	200.36
0000071197	11/21/2025	CHM030	CSD Attorneys at Law				Check Entry Number: 001
			112025	11/20/2025	5,548.00	0.00	5,548.00
0000071198	11/21/2025	CNI040	C-N-I Locates Ltd				Check Entry Number: 001
			60695	11/12/2025	482.00	0.00	482.00
0000071199	11/21/2025	COA050	Mott MacDonald				Check Entry Number: 001
			507521260	11/14/2025	5,181.88	0.00	5,181.88
0000071200	11/21/2025	FER020	Ferguson Waterworks #3156				Check Entry Number: 001
			101985	11/13/2025	405.13	0.00	405.13
0000071201	11/21/2025	GOO002	Good Man Sanitation				Check Entry Number: 001
			7158	11/17/2025	116.96	0.00	116.96
			7161	11/17/2025	381.92	0.00	381.92
			7164	11/17/2025	116.96	0.00	116.96
			7165	11/17/2025	116.96	0.00	116.96
			7166	11/17/2025	129.38	0.00	129.38
			7167	11/17/2025	308.43	0.00	308.43
			7168	11/17/2025	116.96	0.00	116.96
			7169	11/17/2025	116.96	0.00	116.96
			7171	11/17/2025	763.83	0.00	763.83
			7172	11/17/2025	116.96	0.00	116.96
			Check 0000071201 Total:		2,285.32	0.00	2,285.32
0000071202	11/21/2025	GRA005	Grainger				Check Entry Number: 001
			9678221343	10/16/2025	408.51	0.00	408.51
			9699586559	11/4/2025	336.77	0.00	336.77
			Check 0000071202 Total:		745.28	0.00	745.28
0000071203	11/21/2025	HAV050	Haven Boatworks LLC				Check Entry Number: 001
			10053	9/29/2025	10,017.10	0.00	10,017.10



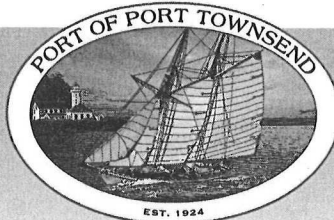
Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000071204	11/21/2025	JC1008	Jefferson County Public Works				Check Entry Number: 001
			2312739	10/1/2025	319.28	0.00	319.28
			2314150	10/8/2025	300.62	0.00	300.62
			2314351	10/9/2025	104.56	0.00	104.56
			2314381	10/9/2025	87.76	0.00	87.76
			2314714	10/10/2025	106.43	0.00	106.43
			2317057	10/23/2025	218.46	0.00	218.46
			2317934	10/29/2025	188.58	0.00	188.58
			2318312	10/31/2025	246.46	0.00	246.46
			2318328	10/31/2025	222.19	0.00	222.19
			2318349	10/31/2025	113.90	0.00	113.90
			2318356	10/31/2025	194.19	0.00	194.19
			2318387	10/31/2025	330.49	0.00	330.49
			2318421	10/31/2025	272.61	0.00	272.61
			2318456	10/31/2025	270.74	0.00	270.74
Check 0000071204 Total:					2,976.27	0.00	2,976.27
0000071205	11/21/2025	KEN010	Kendrick Equipment				Check Entry Number: 001
			U52948	11/14/2025	32,292.94	0.00	32,292.94
			U53131	11/3/2025	9,036.07	0.00	9,036.07
			U53132	11/10/2025	1,260.82	0.00	1,260.82
			U53134	11/12/2025	6,320.30	0.00	6,320.30
Check 0000071205 Total:					48,910.13	0.00	48,910.13
0000071206	11/21/2025	KEN020	Kennedy Jenks				Check Entry Number: 001
			183963	11/10/2025	8,758.35	0.00	8,758.35
0000071207	11/21/2025	LES050	Les Schwab				Check Entry Number: 001
			379	11/4/2025	177.69	0.00	177.69
0000071208	11/21/2025	MAR096	Marian Roh				Check Entry Number: 001
			251114	11/20/2025	480.00	0.00	480.00
0000071209	11/21/2025	MAY020	Mayda				Check Entry Number: 001
			PH-01-023A	11/14/2025	63,002.74	0.00	63,002.74
			PH-01-023B	11/14/2025	3,150.14	0.00	3,150.14
			PH-01-023C	11/14/2025	704.17	0.00	704.17
			PH-01-023D	11/14/2025	5,922.26	0.00	5,922.26
Check 0000071209 Total:					66,479.03	0.00	66,479.03
0000071210	11/21/2025	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001
			103157	11/9/2025	46.28	0.00	46.28
0000071211	11/21/2025	PUD001	Pud District #1				Check Entry Number: 001
			11122025A	11/12/2025	49.61	0.00	49.61
			11122025B	11/12/2025	49.61	0.00	49.61
			11122025C	11/12/2025	8,218.08	0.00	8,218.08
			11122025D	11/12/2025	462.88	0.00	462.88
			11122025E	11/12/2025	385.22	0.00	385.22
			11122025F	11/12/2025	189.73	0.00	189.73
			11122025G	11/12/2025	4,089.47	0.00	4,089.47
			11122025H	11/12/2025	3,016.86	0.00	3,016.86
			11122025I	11/12/2025	163.73	0.00	163.73
			11122025J	11/12/2025	528.34	0.00	528.34
			11122025K	11/12/2025	38.16	0.00	38.16
			11122025L	11/12/2025	4,307.22	0.00	4,307.22
			11122025M	11/12/2025	2,219.86	0.00	2,219.86

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
Check 0000071211 Total:					23,718.77	0.00	23,718.77
0000071212	11/21/2025	PUD090	Public Utility District of Jefferson County				Check Entry Number: 001
			11122025N	11/5/2025	52.50	0.00	52.50
			11122025O	11/5/2025	52.50	0.00	52.50
			11122025P	11/5/2025	95.00	0.00	95.00
			11122025Q	11/5/2025	42.50	0.00	42.50
			11122025R	11/5/2025	42.50	0.00	42.50
Check 0000071212 Total:					285.00	0.00	285.00
0000071213	11/21/2025	QUI001	Quill Corporation				Check Entry Number: 001
			45726600	9/26/2025	48.13	0.00	48.13
			46371095	10/29/2025	53.28	0.00	53.28
			46383206	10/29/2025	94.31	0.00	94.31
Check 0000071213 Total:					99.46	0.00	99.46
0000071214	11/21/2025	REI002	Reid Middleton Co				Check Entry Number: 001
			2511020	11/12/2025	34,664.18	0.00	34,664.18
			2511060	11/20/2025	809.50	0.00	809.50
Check 0000071214 Total:					35,473.68	0.00	35,473.68
0000071215	11/21/2025	SEI040	Kelsey Seiler				Check Entry Number: 001
			111825EXP	11/18/2025	65.24	0.00	65.24
0000071216	11/21/2025	SET015	Seton Construction				Check Entry Number: 001
			BH01008	11/20/2025	193,250.89	0.00	193,250.89
0000071217	11/21/2025	SHO010	Shold Excavating Inc				Check Entry Number: 001
			90704	11/7/2025	278.46	0.00	278.46
			90706	11/7/2025	372.08	0.00	372.08
			90923	11/18/2025	344.77	0.00	344.77
Check 0000071217 Total:					995.31	0.00	995.31
0000071218	11/21/2025	SUN020	Sunrise Coffee				Check Entry Number: 001
			20251321	11/18/2025	81.90	0.00	81.90
0000071219	11/21/2025	TOP020	Topcon Solutions				Check Entry Number: 001
			90380847	11/18/2025	891.61	0.00	891.61
0000071220	11/21/2025	ULI040	ULINE				Check Entry Number: 001
			199963592A	10/30/2025	866.45	0.00	866.45
			199963592B	10/30/2025	719.98	0.00	719.98
			199963592C	10/30/2025	155.35	0.00	155.35
Check 0000071220 Total:					1,741.78	0.00	1,741.78
0000071221	11/21/2025	WA1901	State of Washington				Check Entry Number: 001
			L171619	11/13/2025	4,590.30	0.00	4,590.30
0000071222	11/21/2025	WEB030	Kimberlie Webber				Check Entry Number: 001
			111725EXP	11/17/2025	108.00	0.00	108.00
Report Total:					425,509.06	0.00	425,509.06

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

## **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 **071223** generated on November 24th, 2025 in the amount of **\$9,500.00 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

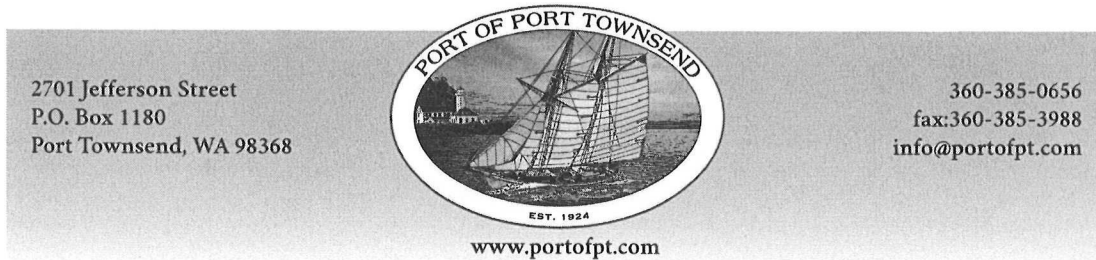
\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, 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
0000071223	11/24/2025	HOO030	Hooday Painting				
		INV060					
				11/24/2025	9,500.00	0.00	9,500.00
				<b>Report Total:</b>	<u>9,500.00</u>	<u>0.00</u>	<u>9,500.00</u>

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 171224 through No. 071230 generated on December 2, 2025 in the amount of \$40,565.69 Electronic Payment in the amount of \$225,040.10, for a total amount of \$265,605.79 is ratified.

**Signed and Authenticated** on this 10th day of December, 2025.

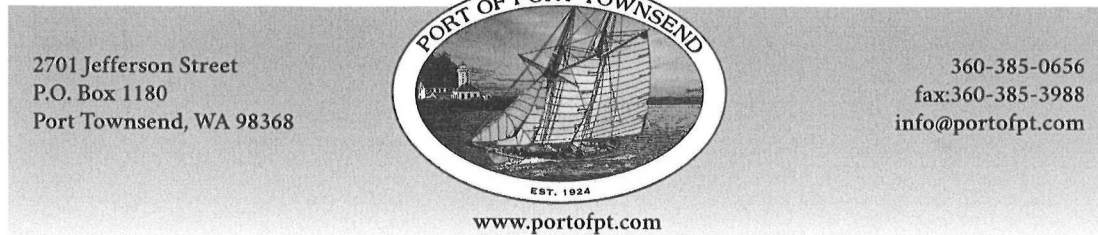
**For: Payroll and Benefits**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And  
Administration



## **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 **071231** generated on December 3rd, 2025 in the amount of **\$4,560.43 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

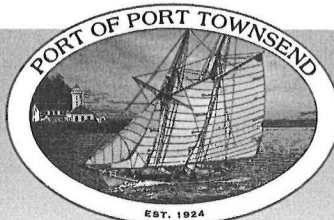
\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

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
0000071231	12/3/2025	DON010	Mark Donovanick				
			REFUND 12/1/2025				
				12/3/2025	4,560.43	0.00	4,560.43
				Report Total:	4,560.43	0.00	4,560.43

Check Entry Number: 001

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

## **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 **071232** generated on December 4th, 2025 in the amount of **\$3,050.33 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration



## Check Register

Journal Posting Date: 12/4/2025

Register Number: CD-001216

## 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
0000071232	12/4/2025	HEN002	Henery Hardware				Check Entry Number: 001
			803035	10/27/2025	47.40	0.00	47.40
			803057	10/27/2025	118.13	0.00	118.13
			803059	10/27/2025	146.52	0.00	146.52
			803078	10/28/2025	60.16	0.00	60.16
			803087	10/28/2025	42.99	0.00	42.99
			803107	10/28/2025	19.68	0.00	19.68
			803171	10/30/2025	30.61	0.00	30.61
			803191	11/3/2025	41.97	0.00	41.97
			803255	10/31/2025	27.34	0.00	27.34
			803264	10/31/2025	32.75	0.00	32.75
			803272A	10/31/2025	14.60	0.00	14.60
			803272B	10/31/2025	30.63	0.00	30.63
			803278	10/31/2025	94.00	0.00	94.00
			803292	10/31/2025	57.96	0.00	57.96
			803412A	11/3/2025	13.11	0.00	13.11
			803412B	11/3/2025	32.81	0.00	32.81
			803456	11/4/2025	9.15	0.00	9.15
			803460	11/4/2025	52.02	0.00	52.02
			803463	11/4/2025	71.06	0.00	71.06
			803475	11/4/2025	67.77	0.00	67.77
			803511	11/5/2025	40.00	0.00	40.00
			803538	11/5/2025	209.92	0.00	209.92
			803539	11/5/2025	6.12	0.00	6.12
			803567	11/6/2025	236.39	0.00	236.39
			803577	11/6/2025	74.02	0.00	74.02
			803672	11/7/2025	10.49	0.00	10.49
			803743	11/10/2025	18.14	0.00	18.14
			803760	11/10/2025	32.79	0.00	32.79
			803889	11/12/2025	13.12	0.00	13.12
			803907	11/12/2025	16.95	0.00	16.95
			803944	11/13/2025	27.74	0.00	27.74
			804053	11/14/2025	36.74	0.00	36.74
			804106	11/17/2025	7.65	0.00	7.65
			804108A	11/17/2025	20.76	0.00	20.76
			804108B	11/17/2025	32.81	0.00	32.81
			804118	11/17/2025	14.18	0.00	14.18
			804162	11/17/2025	115.47	0.00	115.47
			804203	11/18/2025	19.68	0.00	19.68
			804218	11/18/2025	209.92	0.00	209.92
			804232	11/18/2025	114.83	0.00	114.83
			804244	11/18/2025	7.63	0.00	7.63
			804280	11/19/2025	24.06	0.00	24.06
			804281	11/19/2025	48.11	0.00	48.11
			804296A	11/19/2025	25.33	0.00	25.33
			804296B	11/19/2025	13.10	0.00	13.10
			804320	11/19/2025	48.13	0.00	48.13
			804336	11/20/2025	29.53	0.00	29.53
			804374	11/20/2025	48.10	0.00	48.10
			804396	11/20/2025	50.17	0.00	50.17

Run Date: 12/3/2025 3:39:07PM

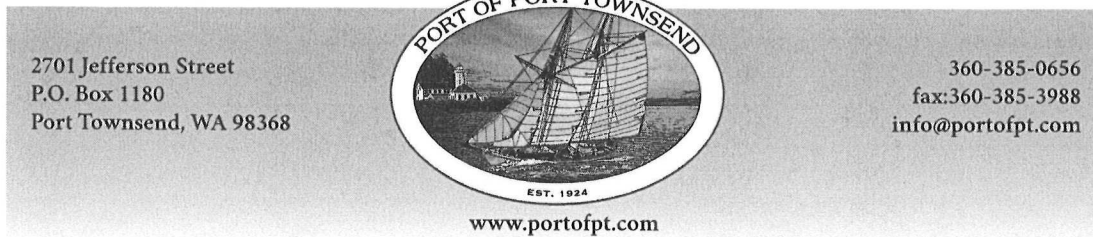
A/P Date: 12/4/2025

Page: 1

User Logon: donna@portoftpt.com

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
			804424	11/21/2025	67.49	0.00    67.49
			804438A	11/21/2025	8.27	0.00    8.27
			804438B	11/21/2025	8.27	0.00    8.27
			804441	11/21/2025	24.25	0.00    24.25
			804518	11/24/2025	7.20	0.00    7.20
			804523	11/24/2025	28.19	0.00    28.19
			804549	11/24/2025	210.17	0.00    210.17
			804572	11/24/2025	8.19	0.00    8.19
			804590	11/25/2025	76.57	0.00    76.57
			804600	11/25/2025	36.07	0.00    36.07
			804613	11/25/2025	13.12	0.00    13.12
Check 0000071232 Total:					3,050.33	0.00    3,050.33
Report Total:					3,050.33	0.00    3,050.33



## **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 **071233** - **071283** generated on December 4th, 2025 in the amount of **\$81,433.45 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, 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
0000071233	12/4/2025	AIS010	AIS Trust Account Newport				Check Entry Number: 001
			ENDUWAS-01	11/17/2025	300.00	0.00	300.00
0000071234	12/4/2025	ALL085	Alliance Technical Group, LLC				Check Entry Number: 001
			SEA073976	11/20/2025	566.50	0.00	566.50
			SEA074078	12/1/2025	76.50	0.00	76.50
Check 0000071234 Total:					643.00	0.00	643.00
0000071235	12/4/2025	BER010	William Berninger				Check Entry Number: 001
			12325EXP	12/3/2025	42.42	0.00	42.42
0000071236	12/4/2025	BER045	Eron Berg				Check Entry Number: 001
			12125EXPA	12/1/2025	48.01	0.00	48.01
			12125EXPB	12/1/2025	813.33	0.00	813.33
Check 0000071236 Total:					861.34	0.00	861.34
0000071237	12/4/2025	BOS030	Keith Bosley				Check Entry Number: 001
			112425EXPA	11/24/2025	105.02	0.00	105.02
			112425EXPB	11/24/2025	88.35	0.00	88.35
Check 0000071237 Total:					193.37	0.00	193.37
0000071238	12/4/2025	BOT040	Botero & Son Electrical LLC				Check Entry Number: 001
			24-2685	11/28/2025	2,018.43	0.00	2,018.43
0000071239	12/4/2025	CAR001	Carl's Building Supply				Check Entry Number: 001
			99214	11/14/2025	84.00	0.00	84.00
0000071240	12/4/2025	DIR070	DirecTV				Check Entry Number: 001
			075436554X251128	12/1/2025	442.50	0.00	442.50
0000071241	12/4/2025	FAS020	Fastenal				Check Entry Number: 001
			WABR172080	11/21/2025	372.17	0.00	372.17
0000071242	12/4/2025	FER020	Ferguson Waterworks #3156				Check Entry Number: 001
			103616	11/26/2025	220.88	0.00	220.88
0000071243	12/4/2025	FER030	Kristian Ferrero				Check Entry Number: 001
			12125EXP	11/24/2025	306.00	0.00	306.00
0000071244	12/4/2025	FIS020	Fish N Hole				Check Entry Number: 001
			5849007	11/22/2025	17.70	0.00	17.70
0000071245	12/4/2025	GRA005	Grainger				Check Entry Number: 001
			9719714082	11/20/2025	84.21	0.00	84.21
0000071246	12/4/2025	GUA080	Guardian Security Systems, Inc.				Check Entry Number: 001
			1679399	12/1/2025	192.13	0.00	192.13
			1679400	12/1/2025	119.25	0.00	119.25
			1679401	12/1/2025	278.98	0.00	278.98
			1679403	12/1/2025	204.80	0.00	204.80
Check 0000071246 Total:					795.16	0.00	795.16
0000071247	12/4/2025	HAS020	Carol Hasse				Check Entry Number: 001
			112225EXP	11/22/2025	735.88	0.00	735.88
0000071248	12/4/2025	HEN007	Henery Hardware & Building Supply				Check Entry Number: 001
			26300	11/25/2025	144.10	0.00	144.10
			26345	11/25/2025	121.12	0.00	121.12
			26725	11/25/2025	56.74	0.00	56.74
			26892	11/25/2025	154.11	0.00	154.11
			27039	11/25/2025	79.93	0.00	79.93
			27051	11/25/2025	200.44	0.00	200.44
Check 0000071248 Total:					756.44	0.00	756.44
0000071249	12/4/2025	HIG020	Highway Specialties LLC				Check Entry Number: 001

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
			0021129-IN	11/24/2025	524.16	0.00	524.16
0000071250	12/4/2025	KAN050	Michael Kane				Check Entry Number: 001
			9192025REFUND	11/26/2025	258.69	0.00	258.69
0000071251	12/4/2025	KEN010	Kendrick Equipment				Check Entry Number: 001
			U53181	12/3/2025	1,347.12	0.00	1,347.12
0000071252	12/4/2025	KIR010	Keith Kirkwood				Check Entry Number: 001
			11262025REFUND	11/26/2025	11.00	0.00	11.00
0000071253	12/4/2025	KIS010	Keith Kisler				Check Entry Number: 001
			1212025REFUND	12/1/2025	592.41	0.00	592.41
0000071254	12/4/2025	MAL045	Mallory Paint Store				Check Entry Number: 001
			Z0246801	11/26/2025	70.15	0.00	70.15
			Z0246895	12/1/2025	219.70	0.00	219.70
Check 0000071254 Total:					289.85	0.00	289.85
0000071255	12/4/2025	MAN085	Trevor Manners				Check Entry Number: 001
			112025EXP	11/20/2025	170.60	0.00	170.60
0000071256	12/4/2025	MAT030	Theresa Matches				Check Entry Number: 001
			11182025REFUND	12/2/2025	500.00	0.00	500.00
0000071257	12/4/2025	MUR002	Murrey's Disposal Co. Inc.				Check Entry Number: 001
			8888338S112	12/1/2025	1,187.00	0.00	1,187.00
			8888346S112	12/1/2025	5,554.66	0.00	5,554.66
			8888370S112	12/1/2025	3,787.56	0.00	3,787.56
			8888440S112	12/1/2025	55.35	0.00	55.35
			8888491S112	12/1/2025	242.28	0.00	242.28
			8888548S112	12/1/2025	247.84	0.00	247.84
			8888840S112	12/1/2025	118.01	0.00	118.01
Check 0000071257 Total:					11,192.70	0.00	11,192.70
0000071258	12/4/2025	NAK020	Dave Nakagawara				Check Entry Number: 001
			1212025EXP	12/1/2025	26.60	0.00	26.60
0000071259	12/4/2025	NEL020	Timothy Nelson				Check Entry Number: 001
			1212025EXP	12/1/2025	347.66	0.00	347.66
0000071260	12/4/2025	NOR040	Northwest Maritime Center				Check Entry Number: 001
			112525REFUND	11/25/2025	161.06	0.00	161.06
0000071261	12/4/2025	O'RE030	O'Reilly Auto Parts				Check Entry Number: 001
			3939-214526	2/26/2025	61.30	0.00	61.30
			3939-223159	9/18/2024	80.95	0.00	80.95
			3939223219	9/18/2024	164.52	0.00	164.52
			3939-243466	3/13/2025	7.30	0.00	7.30
			3939-244047	3/18/2025	1.91	0.00	1.91
			3939-276966	11/21/2025	32.23	0.00	32.23
Check 0000071261 Total:					19.17	0.00	19.17
0000071262	12/4/2025	PAP020	Pape Material Handling				Check Entry Number: 001
			370323S	11/20/2025	37,196.00	0.00	37,196.00
			710767702	11/18/2025	3,495.33	0.00	3,495.33
Check 0000071262 Total:					40,691.33	0.00	40,691.33
0000071263	12/4/2025	PET025	Petrack Lock & Safe				Check Entry Number: 001
			22908	12/1/2025	186.21	0.00	186.21
			22910	12/2/2025	44.77	0.00	44.77
Check 0000071263 Total:					230.98	0.00	230.98
0000071264	12/4/2025	PIN010	Pinnacle Investigations Corp				Check Entry Number: 001

Check Register  
Journal Posting Date: 12/4/2025  
Register Number: CD-001217

## 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
			103396	11/23/2025	64.53	0.00 64.53
0000071265	12/4/2025	PIT001	Pitney Bowes Global Fin. Svcs.			Check Entry Number: 001
			3321663896A	11/29/2025	220.86	0.00 220.86
			3321663896B	11/29/2025	52.59	0.00 52.59
			3321663896C	11/29/2025	52.59	0.00 52.59
			3321663896D	11/29/2025	52.59	0.00 52.59
			3321663896E	11/29/2025	21.03	0.00 21.03
			3321663896F	11/29/2025	21.03	0.00 21.03
			3321663896G	11/29/2025	52.58	0.00 52.58
			3321663896H	11/29/2025	52.58	0.00 52.58
			Check 0000071265 Total:		525.85	0.00 525.85
0000071266	12/4/2025	POR005	Port Townsend Leader			Check Entry Number: 001
			1225RENEWAL	12/1/2025	99.00	0.00 99.00
0000071267	12/4/2025	PUD001	Pud District #1			Check Entry Number: 001
			11252025A	11/25/2025	550.00	0.00 550.00
			11252025B	11/25/2025	389.38	0.00 389.38
			11252025C	11/25/2025	68.57	0.00 68.57
			11252025D	11/25/2025	244.04	0.00 244.04
			11252025E	11/25/2025	199.39	0.00 199.39
			Check 0000071267 Total:		1,451.38	0.00 1,451.38
0000071268	12/4/2025	PUD090	Public Utility District of Jefferson County			Check Entry Number: 001
			1854A	10/1/2025	804.43	0.00 804.43
			1854B	10/1/2025	715.05	0.00 715.05
			1854C	10/1/2025	89.38	0.00 89.38
			1854D	10/1/2025	536.28	0.00 536.28
			1854E	10/1/2025	268.14	0.00 268.14
			1854F	10/1/2025	625.66	0.00 625.66
			1854G	10/1/2025	268.14	0.00 268.14
			1854H	10/1/2025	268.14	0.00 268.14
			1854I	10/1/2025	715.05	0.00 715.05
			1854J	10/1/2025	893.81	0.00 893.81
			Check 0000071268 Total:		5,184.08	0.00 5,184.08
0000071269	12/4/2025	QUI001	Quill Corporation			Check Entry Number: 001
			42896127	11/21/2025	360.45	0.00 360.45
0000071270	12/4/2025	REI002	Reid Middleton Co			Check Entry Number: 001
			2511063	11/21/2025	127.50	0.00 127.50
0000071271	12/4/2025	SAF001	Safeway, Inc.			Check Entry Number: 001
			1212025A	11/21/2025	202.90	0.00 202.90
			1212025B	11/21/2025	34.71	0.00 34.71
			1212025C	11/21/2025	4.58	0.00 4.58
			1212025D	11/21/2025	2,041.55	0.00 2,041.55
			1212025E	11/21/2025	854.13	0.00 854.13
			1212025F	11/21/2025	163.74	0.00 163.74
			Check 0000071271 Total:		3,301.61	0.00 3,301.61
0000071272	12/4/2025	SCO040	Heron Scott			Check Entry Number: 001
			1212025EXP	12/2/2025	21.00	0.00 21.00
0000071273	12/4/2025	SHO010	Shold Excavating Inc			Check Entry Number: 001
			91021A	11/26/2025	136.45	0.00 136.45
			91021B	11/26/2025	136.46	0.00 136.46

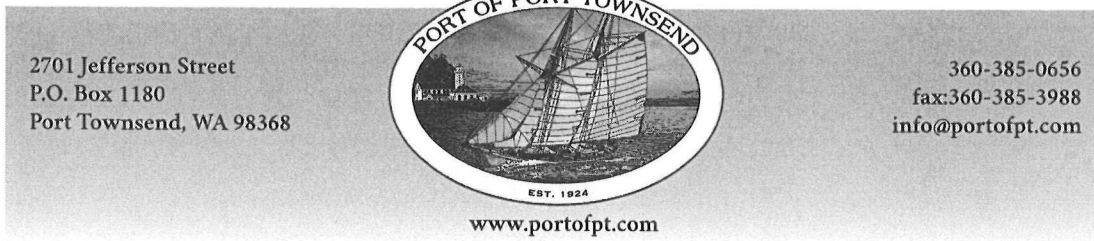
Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			91042	12/1/2025	433.44	0.00	433.44
			Check 0000071273 Total:		706.35	0.00	706.35
0000071274	12/4/2025	SNE020	S-Net Communications				Check Entry Number: 001
			291235A	12/1/2025	172.34	0.00	172.34
			291235B	12/1/2025	139.19	0.00	139.19
			291235C	12/1/2025	13.26	0.00	13.26
			291235D	12/1/2025	6.63	0.00	6.63
			291235E	12/1/2025	145.82	0.00	145.82
			291235F	12/1/2025	6.63	0.00	6.63
			291235G	12/1/2025	26.51	0.00	26.51
			291235H	12/1/2025	119.31	0.00	119.31
			291235I	12/1/2025	33.14	0.00	33.14
			Check 0000071274 Total:		662.83	0.00	662.83
0000071275	12/4/2025	SNY010	Heidi Snyder				Check Entry Number: 001
			1232025REFUND	12/3/2025	759.61	0.00	759.61
0000071276	12/4/2025	SOU070	Sound Storage GC				Check Entry Number: 001
			1122025	11/12/2025	322.00	0.00	322.00
0000071277	12/4/2025	SOU090	Sound Mechanical Consulting, Inc				Check Entry Number: 001
			510-7	11/30/2025	250.00	0.00	250.00
0000071278	12/4/2025	VEN070	VenTek International				Check Entry Number: 001
			152207	12/1/2025	103.93	0.00	103.93
0000071279	12/4/2025	VER001	Verizon Wireless, Bellevue				Check Entry Number: 001
			11152025A	11/15/2025	69.14	0.00	69.14
			11152025B	11/15/2025	73.35	0.00	73.35
			11152025C	11/15/2025	93.59	0.00	93.59
			11152025D	11/15/2025	118.02	0.00	118.02
			11152025E	11/15/2025	24.45	0.00	24.45
			11152025F	11/15/2025	64.35	0.00	64.35
			11152025G	11/15/2025	110.12	0.00	110.12
			11152025H	11/15/2025	24.44	0.00	24.44
			11152025I	11/15/2025	61.02	0.00	61.02
			Check 0000071279 Total:		638.48	0.00	638.48
0000071280	12/4/2025	WAL055	Walter E Nelson CO				Check Entry Number: 001
			1098528A	11/24/2025	417.26	0.00	417.26
			1098528B	11/24/2025	214.59	0.00	214.59
			1098528C	11/24/2025	23.84	0.00	23.84
			1098528D	11/24/2025	23.84	0.00	23.84
			1098528E	11/24/2025	35.76	0.00	35.76
			1098528F	11/24/2025	35.76	0.00	35.76
			1098528G	11/26/2025	441.09	0.00	441.09
			Check 0000071280 Total:		1,192.14	0.00	1,192.14
0000071281	12/4/2025	WAV040	Wave Broadband				Check Entry Number: 001
			433289010011883	11/26/2025	124.78	0.00	124.78
0000071282	12/4/2025	WES006	Westbay Auto Parts, Inc.				Check Entry Number: 001
			901611	10/28/2025	36.08	0.00	36.08
			901619	10/28/2025	10.11	0.00	10.11
			902098	10/31/2025	24.35	0.00	24.35
			902099	10/31/2025	200.17	0.00	200.17
			902305	11/3/2025	21.63	0.00	21.63

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
			902334	11/3/2025	28.00	0.00	28.00
			902985	11/7/2025	84.23	0.00	84.23
			903285	11/10/2025	284.43	0.00	284.43
			903793	11/13/2025	47.35	0.00	47.35
			904294	11/17/2025	86.77	0.00	86.77
			904513	11/18/2025	37.96	0.00	37.96
			904756	11/20/2025	10.96	0.00	10.96
			905189	11/24/2025	153.03	0.00	153.03
			905317	11/25/2025	16.40	0.00	16.40
			905712	11/24/2025	32.36	0.00	32.36
Check 0000071282 Total:					1,073.83	0.00	1,073.83
0000071283	12/4/2025	YUR010	Andrey Yurovsky				Check Entry Number: 001
			11242025REFUND	12/2/2025	227.27	0.00	227.27
Report Total:					81,433.45	0.00	81,433.45





### **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 **\$13,903.54 is ratified.**

**Signed and Authenticated** on this **10th** day of **December**, 2025.

For: Combined Excise Tax Return – for ***October, 2025***

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

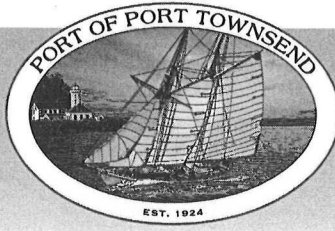
\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount		Discount	Distribution Amount	Check Amount
W000001227 CKW00000122701	11/25/2025	WA0200	Washington State Department of Revenue			13,903.54
	11/25/2025		13,903.54	0.00		
G/L Account: 589-3000-00			SALES/EXCISE TAX REMITTED		9,666.21	
G/L Account: 589-3002-00			HOTEL/MOTEL TAX REMITTED		692.00	
G/L Account: 721-9100-02			LEASEHOLD & EXCISE TAX: MOOR		693.04	
G/L Account: 721-9100-05			LEASEHOLD & EXCISE TAX: WORK YARD		1,315.97	
G/L Account: 761-9100-17			LEASEHOLD & EXCISE TAX: PROP RENT		14.41	
G/L Account: 761-9100-19			LEASEHOLD & EXCISE TAX: P. H. MARINA & RV		1,383.91	
G/L Account: 761-9100-20			LEASEHOLD & EXCISE TAX: QUIL		64.16	
G/L Account: 761-9100-21			LEASEHOLD & EXCISE TAX: RAMPS		21.74	
G/L Account: 781-4125-28			OPERATING SUPPLIES: EXEC		7.70	
G/L Account: 783-6300-25			REPAIR/MAINT: MAINT		44.40	
Check W000001227 Total:		13,903.54		0.00	13,903.54	13,903.54
Bank K Total:		13,903.54		0.00	13,903.54	13,903.54
Report Total:		13,903.54		0.00	13,903.54	13,903.54

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



www.portoftpt.com

360-385-0656  
fax:360-385-3988  
info@portoftpt.com

### **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 US Bank is approved for payment in the amount of \$67.45 and from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of \$20,413.60 is ratified.

**Signed and Authenticated** on this 10th day of December, 2025.

For: Bank Fees in the amount of \$67.45 and Credit Card Fees and Contracted Service Fees in the amount of \$20,413.60

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And Administration

Port of Port Townsend (PTA)

Bank: K KITSAP BANK

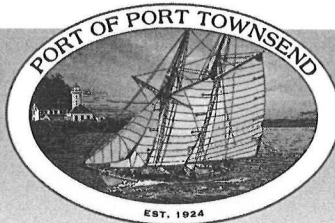
Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001224 CKW00000122401	10/31/2025	MOL010 Molo Inc.			15,823.11
	10/31/2025	15,823.11	0.00		
G/L Account: 761-7700-19		BANK CHARGES:P. H. MARINA & RV		14.45	
G/L Account: 761-7700-21		BANK CHARGES: RAMPS		155.93	
G/L Account: 761-3100-21		RAMPS - CONTRACT SERVICES		5.91	
G/L Account: 721-7700-02		BANK CHARGES: MOOR		5,185.51	
G/L Account: 721-3100-02		CONTRACT SERVICES: MOOR		1,633.08	
G/L Account: 761-7700-17		BANK CHARGES: PROP RENT		352.83	
G/L Account: 761-3100-17		CONTRACT SERVICES: PROP RENT		111.12	
G/L Account: 711-7700-22		BANK CHARGES: JCIA		272.67	
G/L Account: 711-3100-22		CONTRACT SERVICES: JCIA		53.90	
G/L Account: 721-7700-05		BANK CHARGES: WORK YARD		5,782.43	
G/L Account: 721-3100-05		CONTRACT SERVICES: WORK YARD		1,923.96	
G/L Account: 761-7700-20		BANK CHARGES: QUIL		255.50	
G/L Account: 761-3100-20		CONTRACT SERVICES: QUIL		75.82	
Check W000001224 Total:		15,823.11	0.00	15,823.11	15,823.11
W000001225 CKW00000122501	10/31/2025	CAM050 CampLife			4,590.49
	10/31/2025	4,590.49	0.00		
G/L Account: 761-7700-19		BANK CHARGES:P. H. MARINA & RV		4,590.49	
Bank K Total:		20,413.60	0.00	20,413.60	20,413.60

Port of Port Townsend (PTA)

Bank: Q US Bank - Quilcene

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001226 CKW00000122601	10/31/2025	USB050 US Bank - Quilcene			67.45
	10/31/2025	67.45	0.00		
G/L Account: 761-7700-20		BANK CHARGES: QUIL		67.45	
Bank Q Total:		67.45	0.00	67.45	67.45
Report Total:		20,481.05	0.00	20,481.05	20,481.05

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

### **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 **492.30 is ratified.**

**Signed and Authenticated** on this 10th day of December, 2025.

For: Contracted Service Fees in the amount of **\$492.30**

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Commissioner Pete Hanke

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And Administration

Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001223 CKW00000122301	10/31/2025	DSD050 DSD Business Systems			492.30
	10/31/2025	492.30	0.00		
G/L Account: 781-3100-29		CONTRACT SERVICES: ACCTG		492.30	
Bank K Total:		492.30	0.00	492.30	492.30
Report Total:		492.30	0.00	492.30	492.30

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	December 10, 2025		
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational		
<b>AGENDA TITLE</b>	V. C. Resolution 865-25 Authorizing the Executive Director of the Port of Port Townsend or Designee to Enter Into a Loan Agreement with the Washington State Department of Commerce Brownfields Revolving Loan Fund (BRLF) for the Point Hudson Roof Replacement and Asbestos Abatement Project for the Purpose of Obtaining Federal Assistance		
<b>STAFF LEAD</b>	Dave Nakagawara, Capital Projects Manager		
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion		
<b>ATTACHMENTS</b>	1. Staff Info Memo 2. Resolution 865-25 3. Commerce Approval/Decision Memorandum 4. Draft Loan Agreement		

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes Resolution 865-25.

Alternative action: Remove from consent for discussion. Move to approve Resolution 865-25 Authorizing the Executive Director of the Port of Port Townsend or Designee to Enter Into a Loan Agreement with the Washington State Department of Commerce Brownfields Revolving Loan Fund (BRLF) for the Point Hudson Roof Replacement and Asbestos Abatement Project for the Purpose of Obtaining Federal Assistance



# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 12/2/2025  
**TO:** Commissioners  
**FROM:** Dave Nakagawara, PE, Port Engineer  
**THRU:** Matt Klontz, PE, Port Engineer  
**CC:** Eron Berg, Eric Toews, Connie Anderson, Natalie Toews  
**SUBJECT:** Brownfields Revolving Loan Fund (BRLF) Program Loan for Point Hudson Weatherization Project

---

### **ISSUE**

Staff recommends that the Port Commission authorize the Executive Director to enter into a Loan Agreement with the State of Washington Department of Commerce for the Point Hudson Weatherization Project to cover expenses related to the abatement of asbestos containing materials contained in the existing roofs.

### **BACKGROUND**

The Port of Port Townsend was awarded Heritage Capital Program (HCP) funding for the Point Hudson Weatherization Project in the amount of \$1,000,000 for the re-roofing of nine buildings at Point Hudson. The Port also learned earlier this year of the Brownfields Revolving Loan Fund (BRLF) program administered by the Washington State Department of Commerce. BRLF funding (from the EPA) would help to provide additional funding for the project, specifically for abatement (removal and disposal) of approximately 29,000 square feet of transite (asbestos-cement) roof shingles

### **DISCUSSION**

Port staff have been working with the Department of Commerce in negotiating a contract for the BRLF loan. The loan application was submitted on May 14, 2025 and EPA and Department of Commerce approval to process the loan application was received on July 1, 2025. Since that date, Port Staff have been working with Commerce to finalize the loan terms and to draft the final loan agreement.

Final loan terms are for a \$500,000 loan amount with up to 50% being forgivable. Other terms include an interest rate of 0% and a 60-month repayment schedule, with an option for a three-year deferment.

The Port is moving toward advertising the construction project for bid in January of next year with construction anticipated to occur spring/summer of 2026. At this time, detailed loan agreement language is being finalized. Since the loan funds are from the EPA, federal provisions for procurement and advertisement will apply to this project (longer time frames). Port Staff is seeking Commission authorization to allow the Executive Director to sign the final agreement when it is in hand, in order to stay on schedule.

**FISCAL IMPACT**

The 2025 Capital Improvement Budget programmed \$2,000,000 total for construction of Point Hudson Weatherization (Abatement and Reroof) Project through 2026.

Construction will be paid as follows:

\$1,000,000	Heritage Capital Project Funding
\$500,000	BRLF (Loan 50% forgivable / 50% 5-year, 0% interest, loan paid with IDD funds)
<u>\$500,000</u>	Port Match/IDD Funds
\$2,000,000	

The Port is hopeful that a competitive bid process for a project of this size, type and location will generate widespread interest and competitive pricing.

**RECOMMENDATION**

Authorize the Executive Director to enter into a loan agreement with the Department of Commerce to fund the asbestos abatement component of the Point Hudson Weatherization Project.

**ATTACHMENTS**

Commerce Approval/Decision Memorandum  
Draft Loan Agreement

**RESOLUTION NO. 865-25**

**A Resolution of the Commission of the Port of Port Townsend**

**AUTHORIZING THE EXECUTIVE DIRECTOR OF THE PORT OF PORT TOWNSEND OR DESIGNEE TO ENTER INTO A LOAN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE BROWNFIELDS REVOLVING LOAN FUND (BRLF) FOR THE POINT HUDSON ROOF REPLACEMENT AND ASBESTOS ABATEMENT PROJECT FOR THE PURPOSE OF OBTAINING FEDERAL ASSISTANCE**

**WHEREAS**, the Port of Port Townsend has amongst its broader mission, one to preserve, provide public access to, and interpret history on Port-owned properties in Point Hudson in a manner safe to its tenants, visitors and general public; and

**WHEREAS**, nine (9) buildings on the Point Hudson Campus are scheduled for roof replacement and seven of the nine buildings require the abatement of asbestos-containing transite roof tile in the total amount of approximately 29,000 square feet of area; and

**WHEREAS**, the Port has already secured \$1,000,000 in Heritage Capital Project funding through the Washington State Historical Society for the re-roofing project; and

**WHEREAS**, the project budget, including reroofing and asbestos abatement is \$2,000,000; and

**WHEREAS**, the Port of Port Townsend has subsequently identified a separate outside funding source in the form of a Brownfields Revolving Loan Fund (BRLF), consisting of Federal EPA funds administered by the State of Washington Department of Commerce, intended for the remediation and cleanup of toxic substances, such as asbestos; and

**WHEREAS**, the negotiated BRLF loan terms are for a 50% forgivable, 0% interest, five-year loan for a maximum amount of \$500,000 to be applied to asbestos abatement work items;

**NOW, THEREFORE, BE IT RESOLVED that:**

1. The Port of Port Townsend Board of Commissioners directs the Executive Director to sign the loan documents for the BRLF loan for the Point Hudson Roof Replacement and Asbestos Abatement project, and to administer the terms of the loan agreement.

**ADOPTED this 10<sup>th</sup> day of December 2025 by the Commission of the Port of Port Townsend** and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

**ATTEST:**

---

Peter W. Hanke, Secretary

---

Carol L. Hasse, President

---

Pamela A. Petranek, Vice President

APPROVED AS TO FORM:

---

Port Attorney



## **Capital Agreement - Federal Funding**

With

Port of Port Townsend

**Through**

Washington State Department of Commerce  
Brownfields Revolving Loan Fund (BRLF)

**For**

Point Hudson

**Contract Number**

26-64213-002

**Start date**

Upon Contract Execution

## Table of Contents

<b>FACE SHEET .....</b>	<b>5</b>
<b>DECLARATIONS.....</b>	<b>6</b>
<b>SPECIAL TERMS AND CONDITIONS .....</b>	<b>7</b>
1. DEFINITIONS .....	7
2. ACKNOWLEDGEMENT OF FEDERAL FUNDING .....	7
3. CONTRACT MANAGEMENT .....	7
4. PURPOSE.....	7
5. PRE-CONTRACT REQUIREMENTS & CERTIFICATIONS.....	8
6. BILLING PROCEDURES AND PAYMENT.....	8
7. TIME OF PERFORMANCE .....	9
8. PROJECT COMPLETION AND THE FINAL REPORT .....	10
9. AMOUNT OF LOAN.....	10
10. RATE AND TERM OF LOAN.....	10
11. REPAYMENT.....	10
12. LOAN DEFERRAL .....	11
13. DEFAULT IN REPAYMENT.....	11
14. RECAPTURE .....	11
15. SUBCONTRACTOR DATA COLLECTION .....	11
16. FEDERAL AND STATE REQUIREMENTS .....	11
17. COMPETITIVE BID REQUIREMENTS.....	11
18. ELIGIBLE PROJECT COSTS.....	12
19. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS .....	12
20. PREVAILING WAGE.....	13
21. FEDERAL EXCLUSION.....	13
22. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM) .....	13
23. RECORDKEEPING AND ACCESS.....	13
24. REPORTS.....	14
25. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS .....	14
26. SUSPENSION OR TERMINATION FOR CAUSE .....	14
27. TERMINATION FOR CONVENIENCE .....	15
28. PROJECT SIGNS .....	15
29. INDEMNIFICATION .....	15
30. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS.....	16
31. NONDISCRIMINATION PROVISION .....	16
32. PROHIBITION STATEMENT .....	16
33. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM .....	17
34. ACCURACY OF FINANCIAL INFORMATION.....	17
35. INTERNAL CONTROL.....	17
36. LITIGATION .....	17
37. INSURANCE .....	17
38. INDIRECT COSTS.....	18
39. SMALL BUSINESS IN RURAL AREAS (SBRA).....	18
40. LAWS .....	19
41. FRAUD AND OTHER LOSS REPORTING .....	19
42. WHISTLEBLOWER PROTECTIONS .....	19
43. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING WORK.....	19
44. ORDER OF PRECEDENCE .....	19
<b>General Terms and Conditions.....</b>	<b>21</b>

1. DEFINITIONS .....	21
2. ADMINISTRATIVE COST ALLOCATION .....	21
3. ALLOWABLE COSTS .....	21
4. ALL WRITINGS CONTAINED HEREIN .....	21
5. AMENDMENTS .....	21
6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 .....	21
7. APPROVAL .....	22
8. ASSIGNMENT .....	22
9. ATTORNEYS' FEES .....	22
10. AUDIT .....	22
11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS .....	22
12. CODE REQUIREMENTS .....	23
13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION .....	23
14. CONFORMANCE .....	24
15. CONFLICT OF INTEREST .....	24
16. COPYRIGHT PROVISIONS .....	24
17. DISALLOWED COSTS .....	25
18. DISPUTES .....	25
19. DUPLICATE PAYMENT .....	25
20. GOVERNING LAW AND VENUE .....	25
21. INDEMNIFICATION .....	25
22. INDEPENDENT CAPACITY OF THE CONTRACTOR .....	26
23. INDUSTRIAL INSURANCE COVERAGE .....	26
24. LAWS .....	26
25. LICENSING, ACCREDITATION AND REGISTRATION .....	26
26. LIMITATION OF AUTHORITY .....	26
27. LOCAL PUBLIC TRANSPORTATION COORDINATION .....	26
28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS .....	26
29. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES .....	27
30. PAY EQUITY .....	27
31. POLITICAL ACTIVITIES .....	27
32. PREVAILING WAGE LAW .....	27
33. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS .....	28
34. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION .....	28
35. PUBLICITY .....	28
36. RECAPTURE .....	29
37. RECORDS MAINTENANCE .....	29
38. REGISTRATION WITH DEPARTMENT OF REVENUE .....	29
39. RIGHT OF INSPECTION .....	29
40. SAVINGS .....	29
41. SEVERABILITY .....	29
42. SUBCONTRACTING .....	29
43. SURVIVAL .....	30
44. TAXES .....	30
45. TERMINATION FOR CAUSE .....	30
46. TERMINATION FOR CONVENIENCE .....	30
47. TERMINATION PROCEDURES .....	31
48. TREATMENT OF ASSETS .....	31

49. WAIVER .....	32
50. WORK HOURS AND SAFETY STANDARDS .....	32
<b>Attachment I: Statement of Work, Schedule and Budget .....</b>	<b>33</b>
<b>Attachment II: Legal Description of Property .....</b>	<b>34</b>
<b>Attachment III — Administrative Prohibition and Eligible Costs .....</b>	<b>35</b>
<b>Attachment IV — Disadvantaged Business Enterprise Requirements .....</b>	<b>36</b>
<b>Attachment V — Certification Regarding Debarment, Suspension, and Other Responsibility Matters .....</b>	<b>38</b>
<b>Attachment VI — Approval / Decision Memorandum.....</b>	<b>39</b>
<b>Attachment VII — EPA General Terms and Conditions .....</b>	<b>40</b>
<b>Attachment VIII — Davis Bacon Prevailing Wage Terms and Conditions .....</b>	<b>41</b>

DRAFT



## FACE SHEET

**Contract Number: 26-64213-002**

Research & Development: ☐ Yes ☒ No

☒ Subrecipient

☐ Contractor

**Washington State Department of Commerce  
Local Government Division  
Brownfields Revolving Loan Fund Program**

<b>1. SUBRECIPIENT</b> Port of Port Townsend PO Box 1180 Port Townsend, WA 98368		<b>2. SUBRECIPIENT Doing Business As (optional)</b> N/A	
<b>3. SUBRECIPIENT Representative</b> Eron Berg, Executive Director eron@portofpt.com (360) 385-0656		<b>4. COMMERCE Representative</b> Bridget Paris, Program Manager bridget.paris@commerce.wa.gov (360) 870-9288	
<b>5. Contract Amount</b> \$500,000	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A:		<b>7. Start Date</b> Upon Contract Execution
<b>8. End Date</b> 12/31/2026			
<b>9. Federal Funds (as applicable)</b> \$500,000	<b>Federal Agency</b> EPA	<b>ALN</b> 66.818	<b>Indirect Rate</b> N/A
<b>10. Tax ID #</b> On file	<b>11. SWV#</b> SWV0095722-00	<b>12. UBI</b> 161-0000-44	<b>13. UEI</b> DW38JANABVN7
<b>14. Award Method</b> <input checked="" type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		<b>NOFO/RFX#</b> N/A	<b>Proviso#</b> N/A
<b>15. Grant Purpose</b> The purpose of this Contract is to provide funding for a project of an entity that furthers the goals and objectives of the Brownfields Revolving Loan Fund. The project will be undertaken by the SUBRECIPIENT is responsible for all work to be performed under this Contract, which will include the activities described in the Attachment 1: Statement of Work, Schedule and Budget.			
COMMERCE, defined as the Department of Commerce and SUBRECIPIENT acknowledge and accept the terms of this Contract and attachments and execute and start this Contract on the last signature date below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Attachment I -Statement of Work, Schedule and Budget, Attachment II - Legal Description of Property, Attachment III - Administrative Prohibition and Eligible Costs, Attachment IV - Disadvantaged Business Enterprise Requirements, Attachment V - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Attachment VI - Approval / Decision Memorandum, Attachment VII - EPA General Terms and Conditions, Attachment VIII - Davis Bacon Prevailing Wage Terms and Conditions.			
<b>FOR SUBRECIPIENT</b>  _____ Eron Berg, Executive Director Port of Port Townsend  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>Approved as to Form Only</b>  <b>Dawn C. Cortez</b> <b>Assistant Attorney General</b> <b>10/23/2025</b>	

## **DECLARATIONS**

### **CLIENT INFORMATION**

SUBRECIPIENT Name:	Port of Port Townsend
Contract Number:	26-64213-002
Statewide Vendor Number:	SWV0095722-00

### **PROJECT INFORMATION**

Project Name:	Point Hudson
Project City:	Port Townsend
Project State:	Washington
Project Zip Code:	98368

### **CONTRACT INFORMATION**

Loan Amount:	\$500,000
Loan Forgiveness %:	50%
Loan Term, if applicable:	5 years
Interest Rate:	0%
Payment Month	June 1st
Earliest Date for Reimbursement:	Date of contract execution
Time of Performance	Project will be completed by December 31, 2026, unless amended

### **FEDERAL FUNDING INFORMATION**

Total Amount of Closeout Agreement:	\$3,900,000
Federal Award Date:	10/01/2022
Federal Award ID # (FAIN):	4B-02J16701
Amount of Loan Obligated by this Action:	\$500,000 in EPA Loan Funds
Awarding Official:	Joe Nguyen, Director, (360) 725-4021
EPA Cooperative Agreement Number:	4B-02J16701
EPA Site Eligibility Determination Approval:	06/26/2025

### **SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

### **LOAN SECURITY CONDITION GOVERNING THIS CONTRACT**

## **SPECIAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

As used throughout this Brownfields Revolving Loan Fund (BRLF) Loan Agreement Contract the following terms shall have the meaning set forth below:

- A. "CERCLA §104(k)" shall mean Comprehensive, Environmental Response Compensation and Liability Act, Brownfields Revitalization Act.
- B. "Contract" shall mean this BRLF Loan Agreement.
- C. "SUBRECIPIENT" shall mean the entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the SUBRECIPIENT.
- D. The "Contract End Date" shall mean the date the contract expires. The actual date of contract execution shall have no effect on the Contract End Date.
- E. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Agreement.
- F. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 3 years in length.
- G. "Department of Commerce" and "COMMERCE" shall mean the Washington State Department of Commerce.
- H. "Eligible Activities" shall mean removal actions associated with actual cleanup of the Site and eligible direct administrative costs as specified in Attachment III — Administrative Prohibition and Eligible Costs.
- I. "EPA" shall mean the United States Environmental Protection Agency.
- J. "Forgivable principal" means the portion of the loan that is not required to be paid back by the borrower.
- K. "Project" means the remediation of the contaminated soils and groundwater from the property site owned by SUBRECIPIENT as described in Attachment I — Statement of Work, Schedule and Budget.
- L. "Property" shall mean the real property as described in Attachment II —Legal Description of Property.
- M. "Site Manager" shall mean the representative from the Washington State Department of Ecology Toxics Cleanup Program providing remediation oversight in cooperation with COMMERCE.

### **2. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The SUBRECIPIENT agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the SUBRECIPIENT, describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by the EPA Cooperative Agreement No. shown on the attached Declarations page awarded by EPA. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the EPA. Loan funds are administered by the BRLF Program, Washington State Department of Commerce."

### **3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract. The Representative for each party and their contact information are identified on the Face Sheet of this Contract.

### **4. PURPOSE**

COMMERCE and the SUBRECIPIENT have entered into this Contract to undertake a local project that furthers the goals and objectives of the BRLF Program. The project will be undertaken by the SUBRECIPIENT and will include the activities described in the STATEMENT OF WORK, SCHEDULE AND BUDGET shown on Attachment I and, if applicable, in accordance with the method approved in the Cleanup Action Plan. The project must be undertaken in accordance with the BRLF Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

The SUBRECIPIENT agrees to carry out the Project and shall use BRLF Loan funds only for eligible activities in compliance with CERCLA Section 104(k); the Washington State Model Toxics Control Act (MTCA); 2 CFR Part 200 and 2 CFR Part 1500 and in accordance with all other applicable provisions of federal, state, or local law, including all legally enforceable “EPA General Terms and Conditions”, which are attached in Attachment VII and incorporated by reference.

The SUBRECIPIENT shall ensure that the assessment and cleanup is protective of human health and the environment, shall perform the assessment and cleanup in and agrees to enter into and conduct the Brownfields assessment and cleanup in accordance with the terms of the Washington State Voluntary Cleanup Program (VCP) or other MTCA oversight authority as approved by COMMERCE.

## **5. PRE-CONTRACT REQUIREMENTS & CERTIFICATIONS**

The SUBRECIPIENT certifies that the previously submitted BRLF Application, pre-contracting documents and certifications fairly represents the SUBRECIPIENT's financial condition and that no materially adverse change in condition or operation has occurred. The documents are incorporated by reference into this Contract.

## **6. BILLING PROCEDURES AND PAYMENT**

If funding or appropriation is not available at the time the SUBRECIPIENT submits a request for a loan disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the SUBRECIPIENT for payment of allowable expenses incurred by the SUBRECIPIENT while undertaking and administering approved project activities in accordance with Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET.

The SUBRECIPIENT must meet the internal controls requirements as stated in Section 32. The loan funds will be disbursed to the SUBRECIPIENT as follows:

COMMERCE shall reimburse the SUBRECIPIENT for eligible Project expenditures, up to the maximum payable under this Contract.

When requesting reimbursement for expenditures made, the SUBRECIPIENT shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19) referencing the Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the SUBRECIPIENT with authority to bind the SUBRECIPIENT.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the SUBRECIPIENT.

Pre-award costs are limited to permit fees and eligible costs directly associated with bid document preparation and bid advertisement. COMMERCE will pay for pre-award costs only incurred on or after the earliest date for reimbursement. Requests for reimbursements for costs related to pre-award activities will not be accepted until the SUBRECIPIENT has met the following conditions:

SUBRECIPIENT meets the insurance requirements as stated in Special Term and Condition Section 34.

Project expenses incurred after the date shown as LOAN REIMBURSEMENT DATE on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to project activities will not be accepted until the SUBRECIPIENT has met the following conditions:

- A. Issued a Notice to Proceed, which follows the formal award of an environmental services contract;
- B. Complied with Special Term and Condition Section 17 Prevailing Wage;

- C. If applicable, submitted a 21 Day Labor Packet. For each prime and subcontractor performing work on site during the first two weeks of cleanup, contractor must provide a copy of the following documentation to COMMERCE within 21 days after the respective contractors begin work.
- Statement of Intent to Pay Prevailing Wages
  - Certified Payroll for the two weeks' pay period
  - Employee Interview Forms. At least one interview per contractor and subcontractors per trade (job. classification) must be conducted.
- D. Complied with any other conditions required by EPA or COMMERCE.

The SUBRECIPIENT can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

If SUBRECIPIENT has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another loan contract, SUBRECIPIENT must clearly identify such loan contracts in the transmittal letter and request for payment.

COMMERCE will pay SUBRECIPIENT upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the SUBRECIPIENT.

COMMERCE may, in its sole discretion, terminate the Loan or withhold payments claimed by the SUBRECIPIENT for services rendered if the SUBRECIPIENT fails to satisfactorily comply with any term or condition of this Loan.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by COMMERCE.

In the event that the SUBRECIPIENT receives reimbursement for costs that are later determined by COMMERCE to be ineligible, these funds shall be repaid to COMMERCE.

#### Duplication of Billed Costs

The SUBRECIPIENT shall not bill COMMERCE for services performed under this Contract, and COMMERCE shall not pay the SUBRECIPIENT, if the SUBRECIPIENT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The SUBRECIPIENT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **7. TIME OF PERFORMANCE**

The SUBRECIPIENT shall begin the activities identified within the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET no later than sixty (60) days after Contract execution.

The SUBRECIPIENT must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE and specifically identified in ATTACHMENT I- STATEMENT OF WORK, SCHEDULE, AND BUDGET.

Failure to meet project completion within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, at least 90 days prior to the expiration of project completion date that COMMERCE extend the deadline for project completion. COMMERCE may extend the time of project completion.

It is expressly understood that a failure or delay on the part of the SUBRECIPIENT in the performance, in whole or in part, or any of the terms of this Contract, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency, or governmental orders, regulations, priority, or other limitations or

restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Contract however, the SUBRECIPIENT shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

## **8. PROJECT COMPLETION AND THE FINAL REPORT**

The SUBRECIPIENT shall provide technical reports and other documents relative to assessment to COMMERCE and the Site Manager to confirm project completion and closeout of the cleanup action. The final report shall document completed cleanup goals achieved in compliance with the work plan, actions taken, institutional controls used (if any), resources committed, problems or challenges encountered (if any), and cleanup goals achieved, and acreage cleaned up within two (2) months of project completion. Additionally, the SUBRECIPIENT agrees to submit a final Financial Status Report using such form(s) as specified to COMMERCE within ninety (90) days of project completion.

The SUBRECIPIENT shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the Administrative Record.

In the event the SUBRECIPIENT does not complete the cleanup, COMMERCE will access the project site, ensure the site is secure and poses no immediate threat to human health or the environment, and notify EPA and the Site Manager.

## **9. AMOUNT OF LOAN**

COMMERCE, using funds appropriated from the Federal Award as shown on the attached Declarations Page shall loan the SUBRECIPIENT a sum not to exceed the amount shown as Loan Amount on the Declarations Page.

## **10. TERM OF LOAN**

The term of the loan shall not exceed the period shown on the Declarations Page as Loan Term.

## **11. RATE AND LOAN FORGIVENESS**

The interest rate shall be the declared Interest Rate per the declared Interest Rate per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date of the Loan Close Out Letter.

The amount of loan forgiveness, if applicable, shall be as stated on the Declarations Page as Loan Forgiveness %. This loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs during the contract performance period.

## **12. REPAYMENT**

Annual repayment shall begin no later than one year after project completion. Project is deemed complete once all activities identified in the Statement of Work (Attachment I of this loan contract) are considered complete by the Washington State Department of Ecology site manager.

Within the first 12 months following project completion, the first loan repayment installment of principal and any accrued interest is due on the day and month identified under the term Payment Month on the Declarations Page. All subsequent payments shall consist of principal and accrued interest due on the Payment Month of each year during the remaining term of the loan.

The SUBRECIPIENT has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The SUBRECIPIENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.



### **13. LOAN DEFERRAL**

The SUBRECIPIENT may provide a written request to the COMMERCE requesting a deferral, up to 3 years. COMMERCE may approve the deferral request. If approved by COMMERCE, Interest accrues throughout the deferral period. An accrued interest only payment is due on the Payment Month date of each year during the deferral period. Interest and principal payments are due on Payment Month date of the year following the deferral period.

### **14. DEFAULT IN REPAYMENT**

A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum.

The SUBRECIPIENT acknowledges and agrees to COMMERCE'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the SUBRECIPIENT of such delinquency.

The SUBRECIPIENT shall be responsible for all legal fees incurred by COMMERCE in any action undertaken to enforce its rights under this section.

### **15. RECAPTURE**

This provision supersedes the Recapture provision in General Term and Condition Section 36.

In the event that the SUBRECIPIENT fails to perform this Contract, or expend the loan funds in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture all funds disbursed under the Contract, in addition to any other remedies available at law or in equity. Repayment by the SUBRECIPIENT of loan funds under this recapture provision shall occur within thirty (30) days of demand. In the event that COMMERCE is required to institute proceedings to enforce this recapture provision, COMMERCE shall be entitled to its costs, including reasonable attorney's fees.

### **16. SUBCONTRACTOR DATA COLLECTION**

SUBRECIPIENT will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Loan funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **17. FEDERAL AND STATE REQUIREMENTS**

The SUBRECIPIENT assures compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments I to VIII.

### **18. COMPETITIVE BID REQUIREMENTS**

All Project work performed pursuant to this Contract shall be performed by a qualified, competitively selected contractor consistent with good practices and industry standards.

The SUBRECIPIENT shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.

If there is an inconsistency between the applicable Federal, State, local and tribal laws and regulations, the more restrictive shall be used.

The SUBRECIPIENT shall provide COMMERCE with copies of all bids and contracts for all work required under the Remedial Action Work Plan.

## **19. ELIGIBLE PROJECT COSTS**

The SUBRECIPIENT assures compliance with Attachment III: Administrative Prohibition and Eligible Costs, which identifies eligible costs for projects funded by BRLF. The SUBRECIPIENT shall not exceed any of the costs identified in ATTACHMENT I — STATEMENT OF WORK, SCHEDULE AND BUDGET without the prior, written approval of COMMERCE.

All additional costs incurred as the result of change orders shall be the responsibility of the SUBRECIPIENT. In the event that unforeseen conditions are discovered during the Project implementation, COMMERCE reserves the right to revise the Project Documents.

The SUBRECIPIENT shall be responsible for obtaining all permits, licenses, approvals, certifications, and inspections required by federal, state, or local law and to maintain such permits, licenses, approvals, certifications, and inspections in current status prior or during the term of this Contract.

The SUBRECIPIENT understands and agrees that all BRLF Loan funds provided by COMMERCE shall be used for site assessment activities on the Property identified in Attachment II — Legal Description of Property. Funds used for any and all work performed on the Property for which BRLF funds are conditioned upon the SUBRECIPIENT requiring the full compliance of any sub-contractors with the Project Documents and this Contract.

## **20. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS**

Prior to approval and disbursement of any funds awarded under this Contract, SUBRECIPIENT shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or complete a review under Section 106 of the National Historic Preservation Act, as applicable. SUBRECIPIENT agrees that the SUBRECIPIENT is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, SUBRECIPIENT shall, in accordance with Section 106 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. RECIPIENT agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The SUBRECIPIENT agrees that, unless the SUBRECIPIENT is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the SUBRECIPIENT shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The SUBRECIPIENT shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, SUBRECIPIENT agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

In the event that the SUBRECIPIENT finds it necessary to amend the Scope of Work the SUBRECIPIENT may be required to re-comply with EO 21-02 or Section 106 of the National Historic Preservation Act.



## **21. PREVAILING WAGE**

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The SUBRECIPIENT shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for Board's review upon request;

The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The SUBRECIPIENT agrees that the SUBRECIPIENT is legally and financially responsible for compliance with the prevailing wage requirements. SUBRECIPIENT is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid. SUBRECIPIENT agrees to follow Davis Bacon Prevailing Wage Terms and Conditions per Attachment VIII of this agreement.

## **22. FEDERAL EXCLUSION**

These terms add to the terms in Section 11 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The SUBRECIPIENT also agrees to access the Federal Exclusion List at [www.sam.gov](http://www.sam.gov) and provide Federal Exclusion documentation to COMMERCE and to keep a copy on file with the SUBRECIPIENT's project records.

## **23. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)**

By signing this Contract, the SUBRECIPIENT accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The SUBRECIPIENT is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The SUBRECIPIENT must remain registered in the SAM database after the initial registration. The SUBRECIPIENT is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The SUBRECIPIENT shall provide evidence documenting registration and renewal of SAM registration to COMMERCE.

In the event of the SUBRECIPIENT's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the SUBRECIPIENT cures this noncompliance.

## **24. RECORDKEEPING AND ACCESS**

The SUBRECIPIENT agrees to maintain project information including executed contracts, invoices, correspondence, and other documents sufficient to evidence in proper detail the nature and propriety of the site assessment and expenditures. The SUBRECIPIENT shall submit a statement of any contributions of money, labor, materials, or services utilized in the completion of the project.

COMMERCE, COMMERCE's agents, the Site Manager, and duly authorized officials of the state and federal governments shall have full access to the project site and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the SUBRECIPIENT and of persons, firms, or organizations with which the SUBRECIPIENT may contract, involving transactions related to this project and this Contract.

The SUBRECIPIENT's financial reporting system shall track the eligible use of BRLF funds by site, identify loan and matching funds for site assessment, cleanup and associated development, maintain records based

upon federal or non-federal sources, and provided information for an annual financial statement to be submitted to COMMERCE.

The SUBRECIPIENT agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **25. REPORTS**

The SUBRECIPIENT, at such times and on such forms as COMMERCE may require, shall furnish COMMERCE with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- A. Prevailing Wage decisions and/or changes
- B. Disadvantaged Business Enterprises utilization
- C. Project Status Reports with each Invoice Voucher
- D. Project Completion Report (as described in Special Term and Condition Section 10)
- E. Other reports as COMMERCE may require.

In the event of the SUBRECIPIENT's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the SUBRECIPIENT cures this noncompliance.

## **26. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS**

These terms supersede the terms in General Term and Condition Section 5 Amendments in.

The SUBRECIPIENT may request an amendment of this Contract for the purpose of modifying the Attached STATEMENT OF WORK, SCHEDULE AND BUDGET, or by extending the time of performance as provided for in Special Term and Condition Section 9. Any revision to the STATEMENT OF WORK, SCHEDULE AND BUDGET, or location of the project must be approved in writing by COMMERCE prior to such change becoming effective. No modification or amendment resulting in an extension of project completion shall take effect until a request in writing has been received, approved by COMMERCE, and approved in writing by both COMMERCE and the SUBRECIPIENT and attached hereto in accordance with Special Term and Condition Section 9.

The SUBRECIPIENT shall not assign or attempt to assign directly or indirectly any of its rights under this Contract, or under any instrument referred to herein, without the prior written consent of COMMERCE. The SUBRECIPIENT shall not assign all or any portion of the Property made the subject of this Contract without the prior written consent of COMMERCE. As a condition of approval, COMMERCE reserves the right to demand payment in full of the outstanding principal balance of the loan.

No conditions or provisions of this Contract may be waived unless approved by COMMERCE in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach, if the default or breach persists or repeats.

Any forbearance by COMMERCE with respect to any of the terms and conditions of this Contract and associated Project Documents shall in no way constitute a waiver of any of COMMERCE's rights or privileges granted hereunder.

## **27. SUSPENSION OR TERMINATION FOR CAUSE**

These terms supersede the terms in General Term and Condition Section 45 Termination for Cause.

Failure to perform the duties associated with this Contract in a timely manner may constitute default of this Contract and require the immediate repayment of any funds disbursed.

Any representation or warranty made herein or in any report, certificate, financial statement, or other instrument furnished in connection with this Contract or the Project Documents proven to be false in any material respect may constitute default of this Contract and require the immediate repayment of any funds disbursed.

If COMMERCE concludes that the SUBRECIPIENT has failed to comply with the terms and conditions of this Contract, or has failed to use the loan proceeds only for those activities identified in the Attachment I-STATEMENT OF WORK, SCHEDULE AND BUDGET, or has otherwise materially breached one or more of the covenants in this Contract, COMMERCE may at any time, at its discretion, upon notice to the SUBRECIPIENT, suspend or terminate the Contract and/or its attached agreements in whole or in part, and may, at its sole discretion, recapture the entire loan amount and all costs incurred by COMMERCE. Such Notice of Suspension or Notice of Termination for Cause shall be in writing, shall state the reason for such suspension/termination, and shall specify the effective date of the suspension/termination. The effective date of the suspension/termination will be determined by COMMERCE. Such notice shall inform the SUBRECIPIENT of the breach of the relevant provision and shall allow the SUBRECIPIENT at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the SUBRECIPIENT that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the loan shall be due and payable. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **28. TERMINATION FOR CONVENIENCE**

These terms supersede the terms in Section 46 Termination for Convenience in General Terms and Conditions.

COMMERCE may terminate this Contract in the event that federal or state funds are no longer available to COMMERCE, or are not appropriated for the purpose of meeting COMMERCE's obligations under this Contract. COMMERCE shall notify the SUBRECIPIENT in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by COMMERCE. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **29. PROJECT SIGNS**

The SUBRECIPIENT agrees to erect a sign(s) on the Property stating that the Project is being financed in part by an EPA loan and in cooperation with the Washington State Department of Commerce. Additional signage must include contacts for obtaining information on activities being conducted at the Project Site and for reporting Davis-Bacon Compliance, suspected criminal activities, and health and safety rules. Any sign(s) erected on the Project Site shall comply with all requirements of the state and local law applicable to on premise outdoor advertising.

## **30. INDEMNIFICATION**

These terms supersede the terms in General Term and Condition Section 21 Indemnification.

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify, defend, and hold harmless the federal government, state of Washington, COMMERCE, federal and state agencies and all federal or state officials, agents and employees, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The SUBRECIPIENT's obligation to indemnify, defend, and hold harmless includes any claim by SUBRECIPIENT's agents, employees, representatives, or any subcontractor or its employees.

The SUBRECIPIENT's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the SUBRECIPIENT, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT or its subcontractors, agents, or employees.

The SUBRECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

### **31. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

As mandated by the EPA, the SUBRECIPIENT agrees to comply with the requirements of the EPA's Program for Utilization of Small, Minority Business Enterprises, and Women's Business Enterprises (MBE/WBE) in procurement under this Contract. The SUBRECIPIENT is required to follow the requirements identified in Attachment IV: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the SUBRECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Washington State Office of Minority and Women's Business Enterprises. The SUBRECIPIENT attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment IV: Disadvantaged Business Enterprise Requirements.

The SUBRECIPIENT is required to furnish COMMERCE with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

### **32. NONDISCRIMINATION PROVISION**

Per 2 CFR 200.300, during the performance of this Contract, the SUBRECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to the US Constitution, applicable federal statutes and regulations, and 42 USC 12101 et. seq, the Americans with Disabilities Act (ADA).

SUBRECIPIENT must ensure that the award is administered in a way that does not unlawfully discriminate based on sexual orientation or gender identity.

Further, in administering awards in accordance with the U.S. Constitution, the Federal agency must take account of the heightened constitutional scrutiny that may apply under the Constitution's Equal Protection guarantee for government action that provides differential treatment based on protected characteristics.

SUBRECIPIENT shall also comply with RCW 49.60, Washington's Law Against Discrimination.

In the event of the SUBRECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, the loan funds may be recaptured, and the SUBRECIPIENT may be declared ineligible for further contracts with COMMERCE. The SUBRECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The SUBRECIPIENT must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the Attachment STATEMENT OF WORK, SCHEDULE AND BUDGET.

"The Contractor shall not discriminate on the basis of race, color, national origin or sex, or gender identity, in the performance of this Contract in accordance with 2 CFR 200.300. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

### **33. PROHIBITION STATEMENT**

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the SUBRECIPIENT's contractors, subcontractors, engineers, vendors, and any other entity shall comply with and include the following terms and conditions in all contracts for work or services listed in the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET:

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, SUBRECIPIENTs under this award, and SUBRECIPIENTs' employees."

If any term of this section is violated, this contract may be terminated.

**34. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM**

The SUBRECIPIENT warrants that the SUBRECIPIENT neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to COMMERCE.

The SUBRECIPIENT is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of EPA funds is basis for criminal, civil, or administrative fines and/or penalties.

**35. ACCURACY OF FINANCIAL INFORMATION**

The SUBRECIPIENT warrants that all financial statements and related information furnished by the SUBRECIPIENT have been prepared under Generally Accepted Accounting Procedures (GAAP) or tax basis, and fully represents to the best of the SUBRECIPIENT's knowledge, the financial condition of the SUBRECIPIENT as of the dates and for the periods indicated.

The SUBRECIPIENT covenants that since the date of such statements, the SUBRECIPIENT is unaware of any materially adverse change in the business property, operations, or condition (financial or otherwise) that would impair the SUBRECIPIENT's ability to repay the loan.

**36. INTERNAL CONTROL**

The SUBRECIPIENT must designate one person as fiscal coordinator of the loan. Only one signature is required to request reimbursement of expenditures from COMMERCE. However, in the absence of the fiscal coordinator, or in other circumstances, a second person must be authorized to sign on the reimbursement request form.

The SUBRECIPIENT must maintain effective internal controls and accountability for the loan funds by complying with financial management standards and GAAP.

**37. LITIGATION**

The SUBRECIPIENT warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the SUBRECIPIENT's ability to perform the loan.

**38. INSURANCE**

The SUBRECIPIENT shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the SUBRECIPIENT or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in suspension or termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The SUBRECIPIENT shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The SUBRECIPIENT shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the SUBRECIPIENT shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The SUBRECIPIENT shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The SUBRECIPIENT shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:



Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the SUBRECIPIENT is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the SUBRECIPIENT or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The SUBRECIPIENT shall maintain Professional Liability or Errors and Omissions Insurance. The SUBRECIPIENT shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the SUBRECIPIENT and licensed staff employed or under contract to the SUBRECIPIENT. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the SUBRECIPIENT for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the SUBRECIPIENT as beneficiary.

Contractors and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the SUBRECIPIENT may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the SUBRECIPIENT shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. SUBRECIPIENT's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SUBRECIPIENT shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under SUBRECIPIENT's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Contract.

### **39. INDIRECT COSTS**

Pursuant to CERCLA 104(k)(4)(B), indirect costs are not eligible for reimbursement under this Contract.

### **40. SMALL BUSINESS IN RURAL AREAS (SBRA)**

The SUBRECIPIENT shall consider: place SBRA's on solicitation lists; make sure that SBRA's are solicited whenever there are potential sources; divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's; establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA's; and, use the services of the

Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

#### **41. LAWS**

These terms add to the terms in General Term and Condition Section 24 Laws.

The SUBRECIPIENT shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

##### **United States Laws, Regulations and Circulars (Federal)**

###### **A. Audits**

Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR Part 200 and 2 CFR Part 1500— Audit Requirements.

###### **B. Environmental Protection and Review**

National Historic Preservation Act of 1966, Public Law 89-665 as amended.

Endangered Species Act, Public Law 93-205 as amended

Clean Water Act of 1977, Public Law 95-217 as amended

Safe Drinking Water Act, Public Law 93-523 as amended

Clean Air Act, Public Law 84-159 as amended

Rehabilitation Act of 1973, Section 504 as implemented by Executive Orders 11914 and 11250

Resource Conservation and Recovery Act (RCRA) Section 6002

#### **42. FRAUD AND OTHER LOSS REPORTING**

SUBRECIPIENT shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

#### **43. WHISTLEBLOWER PROTECTIONS**

Per 2 CFR 200.217, SUBRECIPIENT must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

#### **44. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING WORK**

The "Copyright Provisions", General Term and Condition Section 16, are not intended to apply to any architectural and engineering design work funded by this loan.

#### **45. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations.
- EPA Terms and Conditions
- Special Terms and Conditions including attachments.
- General Terms and Conditions.
- Attachment I — Statement of Work, Schedule and Budget
- Attachment II — Legal Description of Property
- Attachment III — Administrative Prohibition and Eligible Costs

- Attachment IV — Disadvantaged Business Enterprise Requirements
- Attachment V — Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment VI — Approval / Decision Memorandum.
- Attachment VII — EPA General Terms and Conditions
- Attachment VIII --- Davis Bacon Terms and Conditions

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## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the SUBRECIPIENT, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "SUBRECIPIENT" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the SUBRECIPIENT.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the SUBRECIPIENT, who is performing all or part of those services under this Contract under a separate contract with the SUBRECIPIENT. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ADMINISTRATIVE COST ALLOCATION**

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the SUBRECIPIENT. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

### **3. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

### **4. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **5. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## **7. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

## **8. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the SUBRECIPIENT without prior written consent of COMMERCE.

## **9. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

## **10. AUDIT**

If the RECIPIENT expends \$1,000,000 or more in federal awards as a SUBRECIPIENT from any and all sources in a fiscal year, the RECIPIENT shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR Part 200 Subpart F. In accordance with 2 CFR 200.501, for-profit SUBRECIPIENTS expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

- A. If non-profit, RECIPIENT shall send to the [Federal Audit Clearinghouse](#).
- B. If for-profit, RECIPIENT shall submit all audit documentation to COMMERCE.

If the Recipient expends less than \$1,000,000 in federal awards as a SUBRECIPIENT from any and all sources in a fiscal year, whether non-profit or for-profit, the Recipient shall notify COMMERCE they did not meet the audit requirement threshold.

## **11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. SUBRECIPIENT, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a six-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a six-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the SUBRECIPIENT is unable to certify to any of the statements in this contract, the SUBRECIPIENT shall attach an explanation to this contract.
- C. The SUBRECIPIENT agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

- D. The SUBRECIPIENT further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the applicable Building Code.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the SUBRECIPIENT by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the SUBRECIPIENT that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the SUBRECIPIENT that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The SUBRECIPIENT shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The SUBRECIPIENT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the SUBRECIPIENT shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the time period specified by COMMERCE. Upon request, the SUBRECIPIENT shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The SUBRECIPIENT shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **14. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **15. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the SUBRECIPIENT terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar federal or state statute involving the SUBRECIPIENT in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter RCW 42.52. The SUBRECIPIENT and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the SUBRECIPIENT may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the SUBRECIPIENT as it could pursue in the event of a breach of the contract by the SUBRECIPIENT. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### **16. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the SUBRECIPIENT hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the SUBRECIPIENT hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The SUBRECIPIENT warrants and represents that the SUBRECIPIENT has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The SUBRECIPIENT shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The SUBRECIPIENT shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the SUBRECIPIENT with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the SUBRECIPIENT.

**17. DISALLOWED COSTS**

The SUBRECIPIENT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**18. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the SUBRECIPIENT's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**19. DUPLICATE PAYMENT**

The SUBRECIPIENT certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

**20. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

**21. INDEMNIFICATION**

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The SUBRECIPIENT's obligation to indemnify, defend, and hold harmless includes any claim by SUBRECIPIENT's agents, employees, representatives, or any subcontractor or its employees.

The SUBRECIPIENT's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the SUBRECIPIENT, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT or its subcontractors, agents, or employees.



The SUBRECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **22. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The SUBRECIPIENT and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The SUBRECIPIENT will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the SUBRECIPIENT make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the SUBRECIPIENT.

## **23. INDUSTRIAL INSURANCE COVERAGE**

The SUBRECIPIENT shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the SUBRECIPIENT fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the SUBRECIPIENT the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the SUBRECIPIENT to the accident fund from the amount payable to the SUBRECIPIENT by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the SUBRECIPIENT.

## **24. LAWS**

The SUBRECIPIENT shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

## **25. LICENSING, ACCREDITATION AND REGISTRATION**

The SUBRECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **27. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, SUBRECIPIENT shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the SUBRECIPIENT shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the SUBRECIPIENT's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the SUBRECIPIENT may be declared ineligible for further contracts with COMMERCE. The SUBRECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this loan.

## **29. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES**

The SUBRECIPIENT shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, RCW 59.

The SUBRECIPIENT shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR Part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR Part 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

## **30. PAY EQUITY**

The SUBRECIPIENT agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. SUBRECIPIENT may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the SUBRECIPIENT is not in compliance with this provision.

## **31. POLITICAL ACTIVITIES**

Political activity of SUBRECIPIENT employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17A and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **32. PREVAILING WAGE LAW**

The SUBRECIPIENT certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The SUBRECIPIENT shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for COMMERCE's review upon request.

### **33. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A RECIPIENT which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200 and 2 CFR Part 1500, for all purchases funded by this Loan.

A Recipient which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Recipient's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the SUBRECIPIENT, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v. Contracts shall be made only with reasonable SUBRECIPIENTS/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - a. SUBRECIPIENT selection or rejection.
    - b. The basis for the cost or price.
    - c. Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for contract administration to ensure SUBRECIPIENT conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. SUBRECIPIENT and subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

### **34. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

### **35. PUBLICITY**

The SUBRECIPIENT agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state



of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

### **36. RECAPTURE**

In the event that the SUBRECIPIENT fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture the loan funds in addition to any other remedies available at law or in equity.

Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

### **37. RECORDS MAINTENANCE**

The SUBRECIPIENT shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The SUBRECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **38. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the SUBRECIPIENT shall complete registration with the Washington State Department of Revenue.

### **39. RIGHT OF INSPECTION**

At no additional cost all records relating to the SUBRECIPIENT's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The SUBRECIPIENT shall provide access to its facilities for this purpose.

### **40. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

### **41. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **42. SUBCONTRACTING**

The SUBRECIPIENT may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the SUBRECIPIENT shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause,

COMMERCE in writing may: (a) require the SUBRECIPIENT to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the SUBRECIPIENT from subcontracting with a particular person or entity; or (c) require the SUBRECIPIENT to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The SUBRECIPIENT is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The SUBRECIPIENT shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the SUBRECIPIENT to COMMERCE for any breach in the performance of the SUBRECIPIENT's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **43. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **44. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the SUBRECIPIENT's income or gross receipts, any other taxes, insurance or expenses for the SUBRECIPIENT or its staff shall be the sole responsibility of the SUBRECIPIENT.

#### **45. TERMINATION FOR CAUSE**

In the event COMMERCE determines the SUBRECIPIENT has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the SUBRECIPIENT in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the SUBRECIPIENT shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the SUBRECIPIENT or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the SUBRECIPIENT: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **46. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **47. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the SUBRECIPIENT to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the SUBRECIPIENT and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the SUBRECIPIENT such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the SUBRECIPIENT shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the SUBRECIPIENT, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the SUBRECIPIENT and in which COMMERCE has or may acquire an interest.

#### **48. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the SUBRECIPIENT, for the cost of which the SUBRECIPIENT is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the SUBRECIPIENT. Title to other property, the cost of which is reimbursable to the SUBRECIPIENT under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the SUBRECIPIENT shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B. The SUBRECIPIENT shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the SUBRECIPIENT or which results from the failure on the part of the SUBRECIPIENT to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the SUBRECIPIENT shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The SUBRECIPIENT shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract
- E. All reference to the SUBRECIPIENT under this clause shall also include SUBRECIPIENT's employees, agents or Subcontractors.

#### **49. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

#### **50. WORK HOURS AND SAFETY STANDARDS**

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **Attachment I: Statement of Work, Schedule and Budget**

### **Port of Port Townsend Cleanup Plan**

This project will completely remediate the existing 28,000 square feet of asbestos in nine buildings at Point Hudson in preparation for reroofing and an adaptive re-use of the structures into buildings for government and port/marina business offices, public assembly spaces, restaurants, local businesses and housing options. To comply with the Asbestos Hazard and Emergency Response Act (AHERA) standards, a work plan and final remediation report, approved by the Departments of Ecology and Commerce, will be completed prior to project close-out.

### **Oversight**

The Port of Port Townsend will use a competitive bidding process to select a state certified asbestos abatement contractor to remove and dispose off-site all the asbestos containing materials in accordance with applicable federal, state and local regulations; and using appropriate engineering controls. All work will be conducted in partnership with EPA and the Washington State Department of Ecology. The principal agents are:

Port of Port Townsend	Dave Nakagawara, Capital Projects Engineer Port of Port Townsend (360) 316-6469 dnakagawara@portofpt.com
Consultant	TBD
Dept of Ecology	Dan Joswiak, Brownfields Site Manager Washington State Department of Ecology (509) 992-0755 djos461@ecy.wa.gov

### **Estimated Remediation Costs**

The financing for the planned activities is as follows:

<b>PROJECTED COSTS</b>	
Cleanup of hazardous substances (asbestos abatement)	\$500,000
Subtotal:	\$500,000
Contingency (%)	
Total Estimated Costs	\$500,000
<b>SOURCE OF FUNDS</b>	
BRLF Loan	\$500,000
Other sources and amounts of funds to be leveraged for this project:	
Heritage Capital Projects (HCP)	\$1,000,000
Port IDD	\$500,000

### **Project Schedule**

The Port of Port Townsend anticipates the cleanup work to begin September 2025 and end July 2026. Redevelopment is scheduled to be completed by 2029.

## **Attachment II: Legal Description of Property**

**PROJECT NAME:** Point Hudson

**PROJECT DESCRIPTION:** Funds awarded under this loan will be used to complete the clean-up of hazardous substances.

**JEFFERSON COUNTY ASSESSOR PARCEL ID#:** 001013001

**LEGAL DESCRIPTION:** S1 T30 R1W TAX 21(PPOINT HUDSON)LS MARINA PTN OF PTOT

DRAFT

### **Attachment III: Administrative Prohibition and Eligible Costs**

CERCLA 104(k)(4)(B) prohibits the use of Brownfields loan or sub-grant funds for all direct administrative costs, including all indirect costs under 2 CFR Part 200 incurred by the SUBRECIPIENT. Prohibited administrative costs, including salaries, benefits, contractual costs, supplies, and data processing charges, are those costs incurred for Brownfields loan or sub-grant administration and overhead costs such as:

#### **INELIGIBLE ADMINISTRATIVE COSTS:**

- a. **Direct costs** for a Brownfields loan or sub-grant administration are ineligible even if the SUBRECIPIENT is required to carry out the activity under the Brownfields loan or sub-grant. Ineligible Brownfields loan or sub-grant administration direct costs include expenses for:
  - (1) Preparation of applications for Brownfields loans, grants, or sub-grants;
  - (2) Maintaining and operating financial management systems and personnel systems; and
  - (3) Audits.
- b. **Overhead costs** by the SUBRECIPIENT that do not directly clean up Brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in Brownfields loans or sub-grants include expenses for:
  - (1) Salaries, benefits and other compensation for person(s) who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel, senior management or officers);
  - (2) Facility costs such as depreciation, utilities, and rent on the borrower's administration offices (sometimes classified as indirect costs); and
  - (3) Supplies and equipment not used directly for cleanup at the site.
- c. **Indirect costs** are any costs that are incurred for common or joint purposes and are ineligible under a Brownfields loan or sub-grant. Indirect costs generally originate from central governmental/organization services distributed through the central service cost allocation plan and not otherwise treated as direct costs. They benefit more than one cost objective and cannot be readily identified with a particular final cost objective (specific cleanup activity).

Typical examples of indirect costs may include: general administration or central service costs performed within the SUBRECIPIENT 's department or agency from, accounting and personnel services, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, charges such as information technology support allocated to the agency, procurement/general services costs, etc. Indirect costs are normally charged to federal awards by the use of an indirect cost rate. Some agencies/organizations may have both overhead and indirect costs in which both are prohibited administrative costs.

#### **ELIGIBLE ADMINISTRATIVE COSTS:**

The Brownfields Law (CFDA No. 66.818) provides that the administrative cost prohibition does not apply to "*programmatic costs*." Eligible programmatic costs are expenses incurred for activities that are integral to achieving the purpose of the program. For example, programmatic costs such as:

- a. Direct costs by the SUBRECIPIENT for progress reporting to Commerce are eligible programmatic costs.
- b. VCP or State cleanup program fees associated with the cleanup.
- c. Costs required to purchase insurance.
- d. Costs incurred by the SUBRECIPIENT must comply with procurement provisions of 2 CFR Parts 200 and 1500. Eligible programmatic costs are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls. Costs incurred for complying with procurement if the procurement contract is for services or products that are direct costs of activities specified in statutory exceptions, i.e., design and performance of a cleanup action; or monitoring a natural resource for contamination.
- e. Costs for performance and programmatic financial reporting required under 40 CFR 30.51 and 30.52, and 40 CFR 31.40 and 31.41. Performance and financial reporting are essential programmatic tools for both the recipient and USEPA to ensure that Brownfields loans or sub-grants are carried out in accordance with statutory and regulatory requirements.
- f. Costs associated with enforcing institutional controls used to prevent human exposure to hazardous substances at the Brownfields site.

## **Attachment IV: Disadvantaged Business Enterprise Requirements**

### **GENERAL COMPLIANCE, 40 CFR Part 33**

The SUBRECIPIENT agrees to comply with the requirements of Environmental Protection Agency's Disadvantaged Business Enterprise (DBE) Program for procurement activities under this Contract, contained in 40 CFR Part 33.

### **MBE/WBE REPORTING, 40 CFR Part 33, Sections 33.502 and 33.503**

Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) reporting is required in annual reports. Reporting is required for Contracts where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted under for direct procurement that exceeds the threshold amount of \$150,000.00, including amendments and/or modifications.

The SUBRECIPIENT is required to submit MBE/WBE participation reports (EPA Form 5700-52A) to Commerce, on a quarterly basis, beginning with the Federal fiscal year reporting period the SUBRECIPIENT receives the award and continuing until the project is completed. All procurement actions are reportable, not just that portion which exceeds \$150,000.00.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at <http://www.epa.gov/osbp/dbereporting.htm>.

### **FAIR SHARE OBJECTIVES, 40 CFR Part 33, Subpart D**

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250,000.00 or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grant under 40 CFR Part 35, Subpart B.
  - o There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased	10% MBE	4% WBE

By signing this Contract, the SUBRECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

### **SIX GOOD FAITH EFFORTS, 40 CFR Part 33, Subpart C**

Pursuant to 40 CFR Section 33.301, the SUBRECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever



possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

#### **NATIVE AMERICANS PROVISIONS, 40 CFR Section 33.304**

The SUBRECIPIENT agrees to comply with the contract administration provisions of 40 CFR 33.304. Any SUBRECIPIENT, whether or not Native American, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the SUBRECIPIENT must follow the six good faith efforts.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR 33.302**

The SUBRECIPIENT agrees to comply with the contract administration provisions of 40 CFR 33.302.

The SUBRECIPIENT agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

The SUBRECIPIENT agrees to require all general contractors to complete and submit to the SUBRECIPIENT and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the SUBRECIPIENT receives the award and continuing until the project is completed. Only procurements with certified MBENVBEs are counted toward a SUBRECIPIENT's MBENVBE accomplishments.

#### **BIDDERS LIST, 40 CFR 33.501(b) and (c)**

The SUBRECIPIENT is also required to create and maintain bidders list if the SUBRECIPIENT of the loan or grant is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, 33.501 (b) and (c) for specific requirements and exemptions.

## **Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters**



United States Environmental Protection Agency  
Washington, DC 20460

### **BROWNFIELDS REVOLVING LOAN FUND**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Printed Name & Title of Authorized Representative

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Signature of Authorized Representative      Date

☐ I am unable to certify to the above statements. My explanation is attached.

**EPA Form 5700-49 (11-88)**

**Attachment VI: Approval / Decision Memorandum**

DRAFT

**Attachment VII: EPA General Terms and Conditions**

**EPA General Terms and Conditions**

**Effective October 1, 2024**

DRAFT

## **Attachment VIII: Davis Bacon Prevailing Wage Terms and Conditions**

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

### **1. Applicability of the Davis-Bacon Prevailing Wage Requirements**

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous substances and petroleum, DB prevailing wage requirement apply when the project includes the following activities.

Hazardous substances contamination:

- (a) All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings.

Petroleum contamination:

- (a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

### **2. Obtaining Wage Determinations**

- (a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at <https://beta.sam.gov/>.

- (i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

(ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the "Building Construction" classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the "Heavy Construction" classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification. (Only applies to hazardous substances contamination.)

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current the CAR carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The CAR, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## (2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics



working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(3) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(4) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(6) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(7) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(8) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or sub recipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(9) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The CAR shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and

Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **CAR**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph

(a)(2) of this section.

(4))Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

- (a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	December 10, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	V. D. Authorize the Executive Director to Accept the Completion of the Gardiner Boat Ramp Replacement Project (Project No: GR-01-002)
<b>STAFF LEAD</b>	Dave Nakagawara, Capital Projects Manager
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Staff Info Memo Final Contract Voucher Certificate Final Pay Estimate

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes the Executive Director to accept the completion of the Gardiner Boat Ramp Replacement project (Project No: GR-01-002)

Alternative action: Remove from consent for discussion. Move to Authorize the Executive Director to Accept the Completion of the Gardiner Boat Ramp Replacement project (Project No: GR-01-002)

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 12/2/2025  
**TO:** Commissioners  
**FROM:** Dave Nakagawara  
**CC:** Matt Klontz, Natalie Toews, Eron Berg, Eric Toews, Connie Anderson  
**SUBJECT:** Final Acceptance: for  
Gardiner Boat Ramp Replacement Project  
Project No: GR-01-002

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### **ISSUE**

Should the Port Commission authorize the Port's Executive Director to formally accept the completion of the Gardiner Boat Ramp Replacement project?

### **BACKGROUND**

The Gardiner Boat Ramp Replacement project has been completed, with the handling floats safely stored upland for the offseason, ready for deployment in the Spring of 2026.

### **DISCUSSION**

Van Ness Construction completed all physical construction work on November 4, 2025. A final inspection of the work was conducted on the above referenced date to verify that all work items were completed.

### **FISCAL IMPACT**

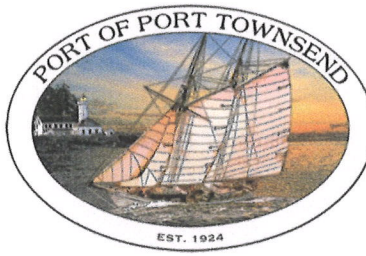
The total construction cost for the project was \$527,069.30

### **ATTACHMENTS.**

1. Final Contract Voucher Certificate
2. Final Pay Estimate

### **RECOMMENDATION**

It is recommended that the Port Commission move to authorize the Port's Executive Director to accept the completion of the Gardiner Boat Ramp Replacement project.

**FINAL CONTRACT VOUCHER CERTIFICATE**CONTRACTOR: Van Ness ConstructionADDRESS: 131 Hays StreetCITY: Port Hadlock/Irondale STATE: WA ZIP CODE: 98339 DATE: 11/10/25**Gardiner Boat Ramp Renovation Project**

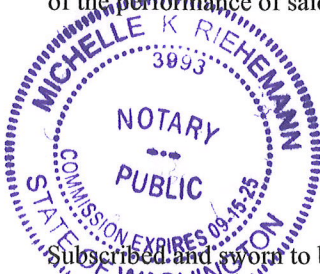
Project Number:

**GR-01-022**

Federal Aid Project Number:

**N/A**DATE WORK PHYSICALLY COMPLETED: 11/04/2025 FINAL AMOUNT: \$527,069.30**CONTRACTOR'S CERTIFICATION**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Port of Port Townsend nor have I rented or purchased any equipment or materials from any employee of Port of Port Townsend; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the Port of Port Townsend for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the Port of Port Townsend from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X Jacob Daugherty  
Contractor Authorized Signature Required  
Jacob Daugherty  
Printed Signature Name

Subscribed and sworn to before me this 10th day of November 2025  
X Michelle K. Riehemann Notary Public in and for the State of Washington  
Notary Signature  
residing at Poulsbo, WA

**PORT OF PORT TOWNSEND CERTIFICATION**

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

X [Signature] DECEMBER 2, 2025  
Capital Projects Director Approved Date

Executive Director hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract Provisions.

X \_\_\_\_\_  
Executive Director Signature Date of Acceptance

Contractor Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.



PORT OF PORT TOWNSEND															ESTIMATE NUMBER: WORK COMPLETED THROUGH: PREPARATION DATE: PREPARED BY:			4 (FINAL) 10/31/2025 11/6/2025 D. Nakagawara		
PAY ESTIMATE WORKSHEET																				
Item No.	Item	Total Quantity	UNIT	UNIT BID PRICE	QUANTITY PREVIOUS WARRANTS	QUANTITY THIS WARRANT	QUANTITY TO DATE	AMOUNT PREVIOUS WARRANTS	AMOUNT THIS WARRANT	PROJECT AMOUNT TO DATE	ORIGINAL TOTAL BID	ORIGINAL TOTAL BID WITH CHANGE ORDERS	%COMPLETED	(UNDERBID)/OVERRU N						
Schedule A - Gardiner Boat Ramp Renovation																				
A1	Mobilization (Ramp)	1	LS	\$ 32,263.87	1.00	0.00	1.00	\$ 32,263.87	\$ -	\$ 32,263.87	\$ 32,263.87	\$ 32,263.87	100.00%	\$ -						
A2	High Visibility Silt Fence	100	LF	\$ 7.00	100.00	0.00	100.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ 700.00	100.00%	\$ -						
A3	Other Temporary Erosion and Sediment Control	1	LS	\$ 1,814.40	1.00	0.00	1.00	\$ 1,814.40	\$ -	\$ 1,814.40	\$ 1,814.40	\$ 1,814.40	100.00%	\$ -						
A4	Concrete Debris and Rubble Removal	50	Ton	\$ 106.62	55.36	0.00	55.36	\$ 5,902.48	\$ -	\$ 5,902.48	\$ 5,331.00	\$ 5,331.00	110.72%	\$ 571.48						
A5	Other Demolition and Salvage	1	LS	\$ 940.80	1.00	0.00	1.00	\$ 940.80	\$ -	\$ 940.80	\$ 940.80	\$ 940.80	100.00%	\$ -						
A6	Construction Survey (Ramp)	1	LS	\$ 3,416.00	1.00	0.00	1.00	\$ 3,416.00	\$ -	\$ 3,416.00	\$ 3,416.00	\$ 3,416.00	100.00%	\$ -						
A7	Boarding Floats and Piles	1	LS	\$ 217,934.55	0.50	0.50	1.00	\$ 108,967.28	\$ 108,967.28	\$ 217,934.55	\$ 217,934.55	\$ 217,934.55	100.00%	\$ -						
A8	Boat Ramp and Access Wedge	1	LS	\$ 132,588.74	1.00	0.00	1.00	\$ 132,588.74	\$ -	\$ 132,588.74	\$ 132,588.74	\$ 132,588.74	100.00%	\$ -						
A9	Traffic Control (Ramp)	1	LS	\$ 3,046.40	0.75	0.25	1.00	\$ 2,284.80	\$ 761.60	\$ 3,046.40	\$ 3,046.40	\$ 3,046.40	100.00%	\$ -						
A10	Undergrounding of Communications Lines	1	Cale	\$ 15,000.00	0.31	0.00	0.31	\$ 4,613.96	\$ -	\$ 4,613.96	\$ 15,000.00	\$ 15,000.00	30.76%	\$ (10,386.04)						
Subtotal Schedule A (subject to sales tax)															\$ 109,728.88	\$ 403,221.20				
Schedule B - Gardiner Road Redesign																				
B1	Mobilization (Road)	1	LS	\$ 8,311.20	1.00	0.00	1.00	\$ 8,311.20	\$ -	\$ 8,311.20	\$ 8,311.20	\$ 8,311.20	100.00%	\$ -						
B2	Pavement Pulverization	600	SY	\$ 10.75	600.00	0.00	600.00	\$ 6,450.00	\$ -	\$ 6,450.00	\$ 6,450.00	\$ 6,450.00	100.00%	\$ -						
B3	Construction Survey (Road)	1	LS	\$ 3,416.00	1.00	0.00	1.00	\$ 3,416.00	\$ -	\$ 3,416.00	\$ 3,416.00	\$ 3,416.00	100.00%	\$ -						
B4	HMA CL 1/2" PG 58H-22	110	TN	\$ 210.66	110.00	0.00	110.00	\$ 23,172.60	\$ -	\$ 23,172.60	\$ 23,172.60	\$ 23,172.60	100.00%	\$ -						
B5	Crushed Surfacing Base Course	510	TN	\$ 54.80	352.47	0.00	352.47	\$ 19,315.36	\$ -	\$ 19,315.36	\$ 27,948.00	\$ 27,948.00	69.11%	\$ (8,632.64)						
B6	Quarry Spalls	25	TN	\$ 162.56	35.96	0.00	35.96	\$ 5,845.66	\$ -	\$ 5,845.66	\$ 4,064.00	\$ 4,064.00	143.84%	\$ 1,781.66						
B7	Traffic Control (Road)	1	LS	\$ 3,852.80	1.00	0.00	1.00	\$ 3,852.80	\$ -	\$ 3,852.80	\$ 3,852.80	\$ 3,852.80	100.00%	\$ -						
Subtotal Schedule B (exempt from sales tax)															\$ -	\$ 70,363.61				
Change Orders																				
	CO #1 Permit Modification (Time Only)	1	EA	\$ -	0.00	0.00	1.00	\$ -	\$ -	\$ -	\$ -	\$ -								
	CO #2 Clearing and Disposal of Brush	1	EA	\$ 1,437.44	1.00	0.00	1.00	\$ 1,437.44	\$ -	\$ 1,437.44	\$ -	\$ 1,437.44								
	CO #3 Stockpiling of Soils	1	EA	\$ 11,516.42	1.00	0.00	1.00	\$ 11,516.42	\$ -	\$ 11,516.42	\$ -	\$ 11,516.42								
	CO #4 Placement of Excess Pulverized Asphalt	1	EA	\$ 2,242.50	0.00	1.00	1.00	\$ -	\$ 2,242.50	\$ 2,242.50	\$ -	\$ 2,242.50								
	CO #5 Reconcile Bid Quantities with Actual	0	EA	\$ (16,665.54)	0.00	1.00	1.00	\$ -	\$ -	\$ -	\$ -	\$ -								
SUBTOTAL								\$ 111,971.38			\$ 490,250.36	\$ 505,446.72		\$ (16,665.54)						
Sales Tax (9.2%)								\$ 10,095.06			\$ 37,999.29	\$ 39,191.05		\$ (902.94)						
Retainage 5%								\$ 5,598.57 (excl. WBSST)			\$ 24,512.52	\$ 25,272.34		\$ (833.28)						
TOTAL								\$ 116,467.86			\$ 528,249.65	\$ 544,637.77		\$ (17,568.48)						
Project Manager: _____																				
I, the undersigned, having first been duly sworn, do hereby depose and say that no laborer, workman or mechanic so employed in connection with the performance of this work has been paid less than the prevailing rate of wage as specified in the principal contract, and that the above bill is true and correct; and that there is due me this date, according to contract, the sum of and that the same or any part thereof has not been paid.															WARRANT NO. <b>4 (FINAL)</b>			AMOUNT DUE <b>\$ 116,467.86</b>		
Van Ness Construction															Date <b>11-07-25</b>					

## PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	December 10, 2025
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VI. A. Harbormaster Report
<b>STAFF LEAD</b>	Kristian Ferrero, Harbormaster
<b>REQUESTED</b>	<input type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Informational Memo November Report

## 75T

2025 has been a strong year for 75T haul outs, reaching 770 hauls by the end of November, surpassing any total from the previous five years. Yard occupancy has also remained consistently above average, holding at approximately 82% (about 120 vessels) for November. December projections include 27 additional hauls and 15 launches, putting the year on track to finish with nearly 800 total hauls and a sustained occupancy rate of roughly 82–85% through the end of the year.

	75T (Small Yard) Hauls and Occupancy					
	Year					
Year	2020	2021	2022	2023	2024	2025
Jan Hauls	18	45	22	41	33	32
Feb Hauls	34	33	38	32	31	29
Mar Hauls	46	44	58	65	55	64
Apr Hauls	31	91	77	82	96	100
May Hauls	44	66	75	95	102	90
Jun Hauls	85	74	40	99	78	101
Jul Hauls	82	52	80	72	72	84
Aug Hauls	69	56	93	88	78	89
Sep Hauls	77	66	100	61	81	69
Oct Hauls	82	56	72	65	61	74
Nov Hauls	44	35	39	31	42	38
Dec Hauls	34	30	15	28	23	
Year Total	646	648	709	759	752	770

Year	2020		2021		2022		2023		2024		2025	
Jan Occ	98	82%	109	86%	112	88%	126	99%	102	70%	107	73%
Feb Occ	109	91%	124	98%	126	99%	126	99%	111	76%	115	79%
Mar Occ	116	97%	127	100%	127	100%	132	104%	124	85%	123	84%
Apr Occ	98	82%	127	100%	124	98%	143	98%	130	89%	130	89%
May Occ	91	76%	126	99%	127	100%	134	92%	130	89%	130	89%
Jun Occ	90	75%	127	100%	124	98%	136	93%	128	88%	130	89%
Jul Occ	90	75%	118	93%	122	96%	136	93%	123	84%	127	87%
Aug Occ	82	68%	100	79%	124	98%	130	89%	123	84%	126	86%
Sep Occ	88	73%	102	80%	128	101%	126	86%	124	85%	123	84%
Oct Occ	113	94%	126	99%	130	102%	124	85%	123	84%	124	85%
Nov Occ	116	97%	124	98%	124	98%	117	80%	114	78%	120	82%
Dec Occ	116	97%	109	86%	113	89%	111	76%	105	72%	0	

## 300T

The 300T has experienced below average traffic during several periods this year but is positioned to finish strong, with 14 hauls scheduled for December. Yard occupancy has remained at or above average throughout the year, with a notable increase heading into year end. November occupancy reached 86%, a substantial improvement compared to 72% during the same period last year.

	300T (Big Yard) Hauls and Occupancy					
	Year					
Year	2020	2021	2022	2023	2024	2025
Jan Hauls	12	10	10	9	14	8
Feb Hauls	11	17	7	13	12	8
Mar Hauls	10	12	20	17	15	10
Apr Hauls	16	13	13	11	18	8
May Hauls	13	12	18	19	14	14
Jun Hauls	16	12	7	13	12	6
Jul Hauls	7	12	8	10	10	10
Aug Hauls	6	6	12	9	8	7
Sep Hauls	10	10	20	17	15	22
Oct Hauls	14	12	13	15	16	11
Nov Hauls	6	8	9	7	9	9
Dec Hauls	8	4	12	3	10	
Year Total	129	128	149	143	153	113

Year	2020	2021	2022	2023	2024	2025
Jan Occ	82%	74%	72%	72%	72%	72%
Feb Occ	88%	76%	76%	77%	70%	76%
Mar Occ	92%	74%	88%	82%	68%	75%
Apr Occ	122%	62%	84%	86%	79%	90%
May Occ	115%	62%	82%	85%	74%	93%
Jun Occ	116%	53%	77%	75%	63%	79%
Jul Occ	89%	60%	56%	61%	62%	69%
Aug Occ	78%	48%	63%	85%	67%	65%
Sep Occ	54%	57%	72%	77%	70%	77%
Oct Occ	65%	79%	75%	88%	72%	84%
Nov Occ	70%	74%	79%	80%	72%	86%
Dec Occ	85%	67%	68%	61%	70%	

## Point Hudson Nightly RV

Point Hudson RV Park had a steady year overall, with June, July, and August each exceeding the prior year's reserved night totals and aligning closely with the five-year average. Year to date, reservations are down by 166 nights compared to last year, largely due to lower reservation numbers from February through April.

Nightly RV													
Year	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
2020	205	246	213	0	0	418	1156	1215	1167	858	374	292	6144
2021	220	251	477	693	906	1223	1381	1301	1112	821	360	169	8914
2022	180	371	454	596	736	1000	1194	1242	416	507	353	146	7195
2023	145	257	534	669	878	1183	1402	1300	768	517	309	206	8168
2024	78	207	393	613	814	1018	1283	1249	930	554	404	199	7742
2025	165	165	271	487	788	1071	1287	1275	935	639	356	137	7576
Variance from Avg	-1	-101	-143	-27	121	103	4	14	56	-12	-4	-65	-57
5 year average	166	266	414	514	667	968	1283	1261	879	651	360	202	7633

## Point Hudson Nightly Moorage

Point Hudson Nightly Moorage has followed expected seasonal trends but remained below both the five-year average and last year's levels during the peak months of June through August. December activity is projected to bring the total to roughly 3,700 nights, ending the year 177 nights short of last year's total or 95.4%.

Nightly Moorage													
Year	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
2020	22	64	72	10	17	502	1093	1051	747	235	85	66	3964
2021	65	52	64	159	488	753	1038	1005	697	119	54	24	4518
2022	31	29	57	155	550	647	886	863	147	0	0	0	3365
2023	2	37	84	204	481	606	963	779	161	0	0	0	3317
2024	0	0	86	200	397	551	927	933	522	149	78	34	3877
2025	36	12	81	190	398	585	898	879	461	70	57	20	3687
Variance from Avg	12	-24	8	44	11	-27	-83	-47	6	-31	14	-5	-121
5 year average	24	36	73	146	387	612	981	926	455	101	43	25	3808

## Boat Haven Moorage

Longterm occupancy remains within the desired range of 95–98%, with four slip assignments currently underway. Year to date transient nights have already surpassed last year's totals as of the end of November, with additional increases expected in December.

	<b>Boat Haven Permanents Assigned/Occupancy, Transient Nights Sold and Assignments from the Waitlist</b>									
Year	2021		2022		2023		2024		2025	
<i>Jan</i>	267	89%	277	93%	302	101%	279	93%	296	99%
<i>Feb</i>	268	90%	276	92%	281	94%	286	96%	295	99%
<i>Mar</i>	266	89%	277	93%	279	93%	279	93%	292	98%
<i>Apr</i>	273	91%	280	94%	274	92%	281	94%	299	100%
<i>May</i>	278	93%	275	92%	279	93%	283	95%	295	99%
<i>Jun</i>	285	95%	277	93%	274	92%	277	93%	292	98%
<i>Jul</i>	271	91%	274	92%	270	90%	272	91%	291	97%
<i>Aug</i>	274	92%	270	90%	265	89%	276	92%	291	97%
<i>Sep</i>	279	93%	289	97%	284	95%	278	93%	292	98%
<i>Oct</i>	278	93%	290	97%	282	94%	284	95%	289	97%
<i>Nov</i>	279	93%	289	97%	285	95%	283	95%	291	97%
<i>Dec</i>	281	94%	294	98%	283	95%	299	100%		
Year	2021		2022		2023		2024		2025	
Total Transient Nights Billed (ytd)	5297		5088		5273		4271		4557	

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	December 10, 2025
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VI. B. 2025 Year-to-Date Financial Report
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance & Administration
<b>REQUESTED</b>	<input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<p>To be provided as late materials are the following:</p> <ol style="list-style-type: none"><li>1. 2025 Consolidated Financial Report</li><li>2. 2025 Informational Memo, YTD Financial Report</li><li>3. 2025 YTD Capital Project Expense Report</li><li>4. 2025 Detailed Financial Report</li></ol>

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	December 10, 2025
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
<b>AGENDA TITLE</b>	Informational Items
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"><li>1. Contract Report</li><li>2. Lease Update</li><li>3. Commission Meeting Schedule</li></ol>



## PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** December 5, 2025

**TO:** Commissioners

**FROM:** Heron Scott, Lease & Contracts Administrator, & Natalie Toews, Project Administrator

**CC:** Eron Berg, Executive Director

**SUBJECT:** **December 10th, 2025, Commission Meeting** – Commission Update: New/Amended Contracts of \$100,000 or less, Approved by Executive Director Eron Berg, per Delegation of Authority Resolution No. 835-25, and any New Contracts Executed Since Prior Commission Meeting.

### Port of Port Townsend Contracts - Admin/Oper- New

Contractor	Project	Port Contact	Contract Value/Not to Exceed
Biquette Interiors	PH Duplex Interior Design	Heron Scott	\$5,000.00

### Port of Port Townsend Contracts - Eng/Cap – New

Contractor	Project	Port Contact	Contract Value/Not to Exceed
Aesir Engineering	Armory Building Structural Assessment	Dave Nakagawara	\$5,000.00
Sound Mechanical Solutions	Commander's Beach House HVAC/DOAS Design	Dave Nakagwara	\$18,500.00

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 12/1/2025  
**TO:** Commission  
**FROM:** Heron Scott, Lease & Contracts Administrator  
**SUBJECT:** December 10th, 2025 Lease Update

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### **ISSUE**

The purpose of this memo is to keep the Commission informed about existing, planned, and potential leases.

### **BACKGROUND**

As of the beginning of this month the Port has 44 land leases, 37 building leases, and 62 rental agreements.

### **DISCUSSION**

#### *New Agreements Starting on December 1st, 2025:*

- Chums: A Shop by the Sea – south end building #14 at Point Hudson; 1 year + 1 year option
- North Olympic Salmon Coalition – Unit 2E 2<sup>nd</sup> floor Nomura Bldg; month to month
- Community Wellness Project – Short's Farm Commodities Shed; month to month

*New License & Use Agreements:* None

*Lease/Rental Amendments:* None

#### *Exercising Options:*

- Artful Sailor- Sail Loft Building; NW corner 1<sup>st</sup> floor; 1 year option through 11/30/2026
- Flying Knucklehead Ranch- Field #4; Short's Farm; 1 year option through 11/30/2026

*Assignments/Assumptions:* None

#### *Lease/Rental Termination/Vacation:*

- Finnriver d/b/a Olympic Biochar – Early Termination; Short's Farm Commodities Shed and land; Effective 11/30/2025
- NWSWB – Early Termination; 1<sup>st</sup> Floor Nomura bldg; Effective 11/30/2025

#### *December Rent Increases:*

- **CPI Increase (3.7%):** ACI, A-Hangar, Flying Knucklehead Ranch, Hangar C, Jeffco Hangar Association, PT Sailing Association, The Artful Sailor
- **Market Rate Increase:** None
- **Step Increase:** None

- **License:** None

*2026 Expiring Leases:*

- PT Yacht Club, exp 2/28/2026
- Jefferson County, exp 9/30/2026
- Scow Bay Boats, exp 9/30/2026
- Marine Resources Consultants Inc., exp 9/30/2026
- Jochems Property Management, exp 10/31/2026
- Shanghai Restaurant, exp 10/31/2026
- The Artful Sailor, exp 11/30/2026
- Marina Café, exp 12/31/2026

*Available Properties:*

- US Customs space at Point Hudson. 1,600 sf at \$2,419/month (\$1.52/sf)
- Nomura bldg., 1<sup>st</sup> floor east. 1,942 sf at \$2,466.34/month (\$1.27/sf)
- Pad sites #1, 2, 3, and P at JCIA (\$0.0727/sf)
- Hangar #103 & #205, JCIA \$285.45/month

**ATTACHMENTS**

1. December 2025 Lease List

**RECOMMENDATIONS**

For information only.

**Port of Port Townsend**  
**Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Thurs., Dec. 11 5 pm</b>	Spec. Meeting	Special Intergovernmental Collaborative Group Meeting, followed by a reception/social hour with State Legislators	Pav	
<b>Fri., Dec. 19 12:00 pm</b>		All Port Offices Close at 11:30 a.m. and Staff Employee Recognition/Holiday Gathering (Commission Quorum)	Pav	
<b>Wed/Thurs. Dec. 24-25</b>		<i>Holiday -Port Offices Closed</i>		
<b>Thur., Jan 1</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Jan. 14 9:30 am</b>	Workshop		Pav	
<b>Wed., Jan. 14 1 pm</b>	Meeting	Oaths of Office – Hanke and Hasse 2026 Organizational Topics (Election of Commission Officers, Committee Assignments, Review Commission Meeting Procedures, Delegation of Management Authority, Commission Annual Retreat) Meeting of Industrial Development Corporation of the Port of Port Townsend (Elect Officers, Minutes, Review Financial Statement 2025) Harbormaster Report 2025 Financials Contract/Lease Update	Pav	
<b>Mon., Jan 19</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Jan. 28 5:30 p.m.</b>	Meeting		Pav	
<b>Thurs/Fri., Feb. 5-6</b>		WPPA Port and Maritime Day	Capital Bldg/Columbia Rm., Olympia	
<b>Wed., Feb. 11 9:30 am</b>	Workshop		Pav	
<b>Wed., Feb. 11 1 pm</b>	Meeting	Harbormaster Report 2025 Financials Contract/Lease Update	Pav	
<b>Mon., Feb. 16</b>		<i>Holiday -Port Offices Closed</i>		
<b>Thurs., Feb. 19 5 p.m.</b>	Meeting	Intergovernmental Collaborative Group	Pav	
<b>Wed., Feb. 25 5:30 p.m.</b>	Meeting		Pav	

**Port of Port Townsend**  
**Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Wed., Mar 11 9:30 am</b>	Workshop		Pav	
<b>Wed., Mar. 11 1 pm</b>	Meeting	Harbormaster Report 2025 Financials Contract/Lease Update	Pav	
<b>Wed., Mar. 25 5:30 p.m.</b>	Meeting		Pav	
<b>Wed., Apr. 8 9:30 am</b>	Workshop		Pav	
<b>Wed., Apr. 8 1 pm</b>	Meeting	Harbormaster Report 2025 Financials Contract/Lease Update	Pav	
<b>Wed., Apr. 22 5:30 p.m.</b>	Meeting		Pav	
<b>Wed., May 13 9:30 am</b>	Workshop		Pav	
<b>Wed., May 13 1 pm</b>	Meeting	Harbormaster Report 2025 Financials Contract/Lease Update	Pav	
<b>Thurs/Fri., May 19-21</b>		WPPA Spring Meeting	Skamania Lodge, Stevenson	
<b>Thurs., May 21 5 p.m.</b>	Meeting	Intergovernmental Collaborative Group	Pav	
<b>Wed., May 27 5:30 p.m.</b>	Meeting		Pav	
<b>Wed., June 10 9:30 am</b>	Workshop		Pav	
<b>Wed., June 10 1 pm</b>	Meeting	Harbormaster Report 2025 Financials Contract/Lease Update	Pav	
<b>Wed., June 24 5:30 p.m.</b>				

**Port of Port Townsend**  
**Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Wed., June 10 9:30 am</b>	Workshop		Pav	
<b>Wed., June 10 1 pm</b>	Meeting	Contract/Lease Update	Pav	
<b>Wed., June 24 5:30 p.m.</b>				
<b>Wed., June 24- 26</b>		WPPA Finance and Administration Seminar	Hotel Indigo, Everett, WA	

**ICG 2026 Regular meeting schedule – start time is 5pm:**

February 19, 2026 – Rotating Chair: County

May 21, 2026 – Rotating Chair: City of Port Townsend

September 17, 2026 – Rotating Chair: PUD

December 3, 2026 – Rotating Chair: Port of Port Townsend