



PORT of OLYMPIA
Serving All of Thurston County
Commission Meeting
Monday, January 13, 2025
5:30 PM

Percival Plaza - Olympics Room
626 Columbia Street NW
Olympia, WA 98501

The meeting agenda is available on the Port's website as of January 9, 2025.
<https://www.portolympia.com/commission>

The public may join the meeting from their computer, tablet or smartphone at:

<https://us02web.zoom.us/j/87174114590?pwd=QqJCvbSpg8bE7Y485MXBTSXSACzAcO.1>

or Telephone: 1 253 215 8782

Meeting ID: 871 7411 4590

Passcode: 594862

Written public comments may be submitted to commissioncoordinator@portolympia.com by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment.

For those listening by phone, press *9 if you wish to raise your hand and provide comment.

REVISED AGENDA

(Action Calendar item added: POCAC Resolution Amendment and Member Term Extensions)

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

Individual public comments are limited to 3 minutes per person. Members of the public may comment on agenda items and other port business.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2022-09 Article VI.

- *Comments should be directed to Commission:* Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- *Courtesy:* All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

- F. Consent Calendar
 - 1. Executive Director Salary
 - 2. Lease Approval: DES Airport Parking
 - 3. Lease Approval: Rutledge Corn Maze
 - 4. Minutes: November 25, 2024 and December 9, 2024
- G. Pending Issues or Business
 - 1. None
- H. Action Calendar
 - 1. Port of Olympia Citizens Advisory Committee (POCAC) Resolution Amendment and Member Term Extensions: Alex Smith, Executive Director
- I. Action/Other Calendar
 - 1. Surplus Property Disposal Dollar Limit – Resolution 2025-01: Alex Smith, Executive Director
Public Comment on Action/Other Item
 - 2. Annual Commission Meeting Schedule: Alex Smith, Executive Director
Public Comment on Action/Other Item
 - 3. Election of Officers: Alex Smith, Executive Director
Public Comment on Action/Other Item
- J. Advisory Calendar
 - 1. Airport Master Plan Adoption and Comprehensive Scheme Inclusion: Chris Paolini, Airport Senior Manager
Public Comment on Advisory Item
 - 2. Budd Inlet Remediation – Execution of 2nd Remedial Action Grant: Jonathan Wolf, Environmental Manager
Public Comment on Advisory Item
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

COVER MEMO

Briefing Date/Time: January 13, 2025

Staff Contact/Title: Alex Smith, Executive Director - 360.528.8001,
Alexs@PortOlympia.com

Subject: Executive Director Salary

Purpose: Information Only Decision Needed

Overview:

- This item is on the Consent agenda.
- Action is requested.

Background:

The Commission performed a review of the Executive Director's performance in an Executive Session on November 25, 2024.

Although the performance evaluation of the Executive Director can take place in Executive Session, the Open Public Meetings Act (OPMA) requires that "final action . . . setting the salary of an individual employee . . . shall be taken in a meeting open to the public." RCW 42.30.110(1)(g).

Based on the performance evaluation, the Commission proposes to increase the salary of the Executive Director by 4%, moving the annual salary to \$218,400. Approving this salary increase through the consent agenda at a regular Port business meeting satisfies the requirements of the OPMA.

Summary and Financial Impact:

The direct financial impact of this action is an increase of \$8,400 to the 2025 Port Operating Budget.

COVER MEMO

Briefing Date/Time: January 13, 2025

Staff Contact/Title: Chris Paolini, Airport Senior Manager
(360) 528-8074, chrisp@portolympia.com

Subject: DES Fleet Airport Parking Land Lease Approval

Purpose: Information Only Decision Needed

Overview:

- Action Item – Approval requested via the Consent Agenda.

This action is required as an administrative requirement per Port policy. This new land lease is for an existing tenant, State of Washington Department of Enterprise Services (DES), whose prior long-term land lease expired March 31, 2024.

Approval of this action item authorizes the Executive Director to execute DES land lease SRL 24-0082.

Background:

DES currently leases a paved and fenced parking lot facility on the west side of the Olympia Regional Airport adjacent to the airport's terminal building. This space is used to store DES fleet vehicles and supports additional parking needs for the WSDOT Aviation emergency operations center, located at the airport terminal, should it be activated. While the separate WSDOT Aviation lease of the Airport's adjacent terminal is expected to end April 30, 2025; DES desires to continue leasing the entire parking facility described in this lease for continued storage of DES fleet vehicles. DES has leased this parking lot facility from the Port since March 18, 2016.

Since the expiration of the current DES lease in March of 2024, DES has continued leasing the parking lot facility on a month-to-month basis as allowed by the terms of the current lease. Delays in renewing this lease were a result of limited Port staffing during the first two quarters of 2024. The Port and DES worked together on a new draft lease during the second half of 2024 and have come to agreed terms as described in the attached lease agreement similar to prior DES leases.

Current Status:

The Port's long-standing arrangement with the state is that the Department of Enterprise Services (DES) generates all lease documents for Port leases. The new lease presented for consideration has an effective date commencing on April 1, 2024. Among other benefits, this agreed commencement date provides the Port with the ability to capture revenues at the newly stated lease rate effective back to when the current lease ended on March 31, 2024.

Because the lease term is greater than one year, this exceeds the Executive Director's delegation of authority and triggers administrative action by the Port Commission. Namely, Port Policy 1101 states in part: *"...The Port Commission, in public session, will ratify Port long term leases defined under this policy as leases of greater than one (1) year for land and space leases... Long term leases and assignments will not become final until ratified by the Port Commission..."*

Documents Attached:

1. DES Lease: SRL 24-0082 DES Tumwater 22-03-078 Lease.
2. Exhibit A - Leased Space Requirements
3. Exhibit B - DES Leased Parking

Summary & Financial Impact:

- Establishes a 10% lease rate increase from April 1, 2024, through March 31, 2025, with a 3% annual rent escalation effective April 1st of each year thereafter.
- Total 3-year airport revenue generated from this new lease: \$181,744.92
- Upon execution of the lease amendment, DES will be invoiced for the increase in rent backdated to April 1, 2024.

Staff Recommendation:

Approve DES land lease SRL 24-0082 authorizing the Executive Director to execute a lease with the State of Washington Department of Enterprise Services (DES).

AFTER RECORDING RETURN TO:

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

Lease No. SRL 24-0082
Project No. 22-03-078

(Tumwater) JPH/ams
Page 1 of 10
Date: September 25, 2024

LEASE

THIS LEASE is made and entered into between Port of Olympia, a municipal corporation whose address is 606 Columbia Way Northwest Suite 300, Olympia, Washington 98501, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, Department of Enterprise Services, acting through the Department of Enterprise Services, hereinafter called the Lessee.

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

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

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

LEASED PREMISES

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

Tax Parcel Number: 12710100000

Common Street Address: 7702-B Terminal Street, Tumwater, Washington 98501

Approximately one hundred (100) parking space(s) located at the above address as shown on Exhibit "B", attached hereto and incorporated herein. Legal description as a portion of Section 10 Township 17 Range 2W Quarter E 3/4 Less com 1874.58F W OF NE COR S209F W209 F E209F (BRIGHTON PARK GRANGE) ALSO THAT PT OF GOV LOT 1 LYING OF E OF ELY LN OF PSH#1 ALSO PT TO HWY 1346-680 ALSO PTN LEASED TO KAUFMAN BROTHERS (12-02) ALSO LOT A & B BLA-7234 Less PARCEL #'S 12710100100 & 12710100200 Less PARCEL 1271010300 & 12710100500 & 1006 Less TEXACO- BSP & PARCEL #12710420100200 MANUFACTURING PHASE 1 BSP Less PTN LEASE 1428/563 & 2324-171 1271013 J-4 ASSOC Less PTN 1662/811 PENINSULA PROPERTIES Less PTN LEASE 3080427 UP SERVICE LESS PTN LEASE 3073110 US POSTAL SERVICE (130100) Less Ptn LEASE 3167385 WESTERN STEEL Less Ptn Lease 3104649 TIMBERLAND REGIONAL

Please Initial

JPH/ams

LIBRARY. Less TRACT A OF COMFORT INN BSP (42110000100) EX PTN TO 31130000100 FOR AMENDED BSP AIRDUSTRIALMINISTROAGE. Less LEASE PARCEL 38800000100 TO CARDINAL COATED GLASS. Less LEASE PARCEL 39390000100 TO CENTER STREET CARTING LLC Less LEASE PARCELS 12710100700 & 12710100800 TO WASH-DEPT GEN ADMIN Less LEASE PARCEL 12710100900 TO SOLOY LLC Less LEASE PARCEL 12710101000 TO WASH ST DEPT FISH & WILDLIFE; Less ESEMENT FOR 73RD AVE SW ROW PURPOSES BY DEDICATION DEED 3969062; EXC PTN FOR TUMWATER BLVD PER AFN:3860059.

Lessee understands and agrees that access to the Air Operations Area is strictly prohibited.

Lessee understands and agrees that the Property is offered by Lessor and Lessee accepts the Premises "As-Is" condition, which is considered satisfactory to the Lessee; furthermore, Lessor will not be making any improvements to the Premises prior to Lessee occupying the Premises or during its tenancy, unless otherwise expressed and agreed in writing or represented in this Lease.

USE

2. The premises shall be used by the Department of Enterprise Services, Fleet Operations and/or other state agencies for the following purpose(s): parking for state owned vehicles.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning April 1, 2024 and ending March 31, 2027.

RENTAL RATE

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

April 1, 2024 to March 31, 2025

Four Thousand Nine Hundred Dollars and Zero Cents \$4,900.00 per month

April 1, 2025 to March 31, 2026

Five Thousand Forty-seven Dollars and Zero Cents \$5,047.00 per month

April 1, 2026 to March 31, 2027

Five Thousand One Hundred Ninety-eight Dollars and Forty-one Cents \$5,198.41 per month

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

INCENTIVES

5. [Intentionally deleted]

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessment, insurance, storm water, maintenance and repair as described below, together with electricity.

Please Initial

JPH _____

MAINTENANCE AND REPAIR

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the act or the negligence of the Lessee’s clients, agents or employees. For the purposes of maintenance and repair, the Lessor reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the leased premises. Lessor’s maintenance and repair obligations shall include, but not be limited to, the electrical lighting (including replacement of ballasts, starters and bulbs as required), sidewalks; exterior lighting; parking lot (including snow removal which is subject to the Port’s Snow Plan, cleaning and restriping at the Port’s discretion); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar leased premises in the area (example: fire, and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

ASSIGNMENT/SUBLEASE

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

RENEWAL/CANCELLATION

9. The Lease may, at the option of the Lessee, be renegotiated for an additional three (3) years.

9.1. It is provided that there is expressly reserved to the Lessor the right and option to terminate this lease in the event the Lessor signs a contractual agreement providing for an aeronautical use of the premises in accordance with Federal Aviation Administration (FAA) guidelines by giving written notice to the Lessee at least six (6) months prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

9.2. It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises on or after the 12th month of its term by giving written notice to the Lessor at least six (6) months prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

PAYMENT


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

COMPLIANCE WITH STATE/FEDERAL LAWS

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

FIXTURES

12. The Lessee, upon the written authorization of the Department of Enterprise Services, shall have the right during the existence of this Lease with the written permission of the

Please Initial


Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

REMODEL

13. [Intentionally deleted]

ALTERATIONS/IMPROVEMENTS

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

PREVAILING WAGE

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

DISASTER

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

NO GUARANTEES

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

Please Initial
 _____

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

ACTIVATION OF WSDOT AVIATION EMERGENCY COORDINATION CENTER

18. In the event that the WSDOT Aviation Emergency Coordination Center is activated, vehicles in the (eight) 8 spaces in the south center row may need to be relocated within the lot in order to accommodate military or emergency vehicle operations.

ENERGY CONSERVATION

19. [Intentionally deleted]

REIMBURSEMENT FOR DAMAGE TO PREMISES

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

HAZARDOUS SUBSTANCES

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

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

ADDITIONAL LEASE PROVISIONS


22. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before November 30, 2025, complete in a good and workmanlike manner, in accordance with state Leased Space Requirements, Edition 1.0 and addenda, if any, attached hereto and incorporated herein by reference as Exhibit "A", the following items:

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

SITE:

- a. **Parking:** Maintain all parking areas, driveways and sidewalks on all portions of the site serving this facility via regularly scheduled sweeping and removal of trash and vegetation (leaves, needles, etc.)
 - i. Reapply parking stall striping, curb paint and other pavement markings and signage as required to achieve full visibility and clarity.
 - ii. Provide regular scheduled sweeping and removal of trash and vegetation.
 - iii. Seal cracks in asphalt. All repairs shall be done to create a smooth transition between adjacent surfaces.

Please Initial



CANCELLATION/SUPERSESSION

23. This Lease cancels, supersedes, or replaces SRL 21-0017 dated February 21, 2021, and all modifications thereto effective April 1, 2024.

DUTY TO CURE

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

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


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

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

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

SELF HELP

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

Please Initial


responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

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

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

DEFAULT LEADING TO TERMINATION

26. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.


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

CONDEMNATION

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

MONTH TO MONTH TENANCY

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

Please Initial


SUBORDINATION

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

CAPTIONS

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

INTEGRATED DOCUMENT

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

NOTICES

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

LESSOR: Port of Olympia
606 Columbia Way Northwest, Suite 300
Olympia, Washington 98501


LESSEE: Department of Enterprise Services **SRL 24-0082**
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

EXHIBITS

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

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

Rest of page left intentionally blank

Please Initial


IN WITNESS WHEREOF, the parties subscribe their names.

Port of Olympia

STATE OF WASHINGTON

By: _____

Department of Enterprise Services, Fleet Operations

Printed Name: _____

Acting through the Department
of Enterprise Services

Title: _____

Date: _____

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

James Hickman
Jim Hickman, Property and Acquisition Specialist
Real Estate Services

Date: 11-12-2024

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Please Initial
JPH

STATE OF _____)
) ss.
County of _____)

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

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

(Affix notary seal in box)

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

STATE OF WASHINGTON)
) ss.
County of Thurston)

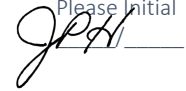
I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed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

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

(Affix notary seal in box)

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

Please Initial
JPH _____




Washington State Department of
Enterprise Services
 REAL ESTATE SERVICES

LEASED SPACE REQUIREMENTS

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

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GENERAL INFORMATION

1.0 INTRODUCTION

1.1 PURPOSE

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

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

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

1.2 ORGANIZATION

The LSR is organized as follows:

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

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

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

2.0 DEFINITIONS

2.1 ADDENDUM

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

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

2.2 ADDITIONAL TENANT IMPROVEMENTS

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

2.3 ALTERATIONS

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

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

2.4 APPROVAL

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

2.5 AUTHORITY HAVING JURISDICTION (AHJ)

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

2.6 AUTHORITY TO PAY (ATP)

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

2.7 BID COST BREAKDOWN FORM (BCB)

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

2.8 CHANGE ORDERS

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

2.9 CONSTRUCTION DOCUMENTS

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

2.10 DESIGN PROFESSIONAL

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

2.11 EXISTING CONDITIONS

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

2.12 LEASE

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

2.13 NEW LEASED SPACE

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

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

2.14 NOTICE TO PROCEED

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

2.15 PLANS and/or DRAWINGS

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

2.16 PROJECT TEAM

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

2.17 PUNCH LIST

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

2.18 REVIEW

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

2.19 SUBSTANTIAL COMPLETION

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

3 GENERAL REQUIREMENTS

3.1 CODE COMPLIANCE

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

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

3.2 SUSTAINABILITY

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

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

3.3 LIFE CYCLE COST ANALYSIS

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

3.4 ACCESSIBILITY

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

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

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

3.5 AS-BUILT DRAWING SUBMITTALS

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

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

3.6 PREPARATION OF PLANS AND SPECIFICATIONS

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

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

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

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

3.7 DECLARATION OF NON-CONFORMANCE WITH LEASED SPACE REQUIREMENTS

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

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

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

3.8 SUBMISSION OF COSTS

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

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

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

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

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

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

4 BUILDING MEASUREMENTS

4.1 BOMA REQUIREMENTS

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

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

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

4.2 LOAD FACTOR

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

SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

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00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

00 20 00 INSTRUCTIONS FOR PROCUREMENT

1.1 PREVAILING WAGES

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

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

END OF Division 00 00 00

01 00 00 GENERAL REQUIREMENTS

01 10 00 SUMMARY

1.1 GENERAL

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

1.2 PROJECT DOCUMENTS

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

01 20 00 PRICE AND PAYMENT PROCEDURE

01 23 00, 01 25 00 ALTERNATES AND SUBSTITUTION PROCEDURES

1.1 ALTERNATES/SUBSTITUTIONS AND MATERIALS

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

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

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

01 26 00 CONTRACT MODIFICATION PROCEDURES

1.1 CHANGE ORDERS

CHANGES AND REVISIONS

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

CHANGE ORDERS

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

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

01 29 00 PAYMENT PROCEDURES

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

1.1 AUTHORIZATION OF PROJECT PAYMENTS

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

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

01 30 00 ADMINISTRATIVE REQUIREMENTS

01 31 00 PROJECT MANAGERMENTS AND COORDINATION

1.1 General Communications

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

01 33 00 SUBMITTAL PROCEDURES

1.1 PRODUCT SUBMITTALS

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

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

1.2 SAFETY DATA SHEETS (SDS)

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

01 40 00 QUALITY REQUIREMENTS

01 41 00 REGULATORY REQUIREMENTS

01 41 13 CODES

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

01 41 26 PERMIT REQUIREMENTS

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

01 43 00 QUALITY ASSURANCE

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

01 50 00 TEMPORARY FACILITIES AND CONTROLS

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

1.1 TEMPORARY FACILITIES AND UTILITIES

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

01 57 00 TEMPORARY CONTROLS

01 57 19 TEMPORARY ENVIROMENTAL CONTROLS

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

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

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

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

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

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

01 74 00 CLEANING AND WASTE MANAGEMENT

01 74 23 FINAL CLEANING

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

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

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

01 77 00 CLOSEOUT PROCEDURES

1.1 CERTIFICATIONS, WARRANTIES AND SUBMITTALS

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

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

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

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

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

01 78 00 CLOSEOUT SUBMITTALS

1.1 OPERATING INSTRUCTIONS / MAINTENANCE MANUALS

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

Specific information to be contained in these manuals include:

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

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

1.2 PROJECT RECORD / AS-BUILT DRAWINGS

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

END OF DIVISION 01 00 00

02 00 00 EXISTING CONDITIONS

02 20 00 ASSESSMENT

1.1 SITE CONDITIONS

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

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

END OF DIVISION 02 00 00

06 00 00 WOOD, PLASTIC AND COMPOSITES

06 10 00 ROUGH CARPENTRY

1.1 DESCRIPTION OF THE WORK

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

06 20 00 FINISH CARPENTRY

1.1 MATERIALS AND FINISHES

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

1.2 EQUIPMENT BOARDS

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

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

1.3 PARTITION CLOSURE TRIM: TERMINATIONS AT EXTERIOR WINDOWS

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

1.4 CHAIR RAIL

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

06 40 00 ARCHITECTURAL WOODWORK

06 41 00 ARCHITECTURAL MILLWORK

1.1 GENERAL

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

1.2 RESTROOM VANITY COUNTERS

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

1.3 COFFEE BAR AND LUNCHROOM CABINETS

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

06 41 16 Plastic-Laminate-Clad Architectural Cabinets

1.1 DESCRIPTION OF THE WORK

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

END OF DIVISION 06 00 00

07 00 00 THERMAL AND MOISTURE PROTECTION

07 20 00 THERMAL PROTECTION

07 21 00 THERMAL INSULATION

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

07 30 00 , 07 40 00, 07 50 00 ROOFING

1.1 NEW CONSTRUCTION AND REPLACEMENT ROOFING

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

1.2 EXISTING ROOFING

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

07 90 00 JOINT PROTECTION

07 91 00 PREFORMED JOINT SEALS; 07 92 00 JOINT SEALANTS

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

END OF DIVISION 07 00 00

08 00 00 OPENINGS

08 10 00 DOORS AND FRAMES

1.1 GENERAL

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

08 11 00 METAL DOORS AND FRAMES

1.1 SIZE AND CONSTRUCTION (EXTERIOR)

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

1.2 SIZE AND CONSTRUCTION (INTERIOR)

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

1.3 INSTALLATION

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

08 14 00 WOOD DOORS

1.1 SIZE AND CONSTRUCTION

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

1.2 FRAMES

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

1.3 INSTALLATION

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

08 30 00 SPECIALTY DOORS AND FRAMES

1.1 DESCRIPTION OF THE WORK

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

1.2 DOOR TYPES AND CONSTRUCTION

1.3 ACOUSTIC OPERABLE PANEL WALLS

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

ACOUSTIC ACCORDION PARTITIONS

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

08 40 00 ENTRANCES, STOREFRONTS, AND CURTAIN WALLS

08 43 13 ALUMINUM FRAMED STOREFRONTS

1.1 DESCRIPTION OF THE WORK

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

1.2 SIZE, COMPONENTS AND CONSTRUCTION

DOORS

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

WINDOWS

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

1.3 MANUFACTURERS

Kawneer Company, Inc., or approved equal.

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

08 50 00 WINDOWS

1.1 WALL RELITES

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

1.2 DOOR RELITES

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

08 70 00 HARDWARE

1.1 GENERAL REQUIREMENTS

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

1.2 KEYING

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

1.3 BASIC HARDWARE

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

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

(1) LEVER HANDLE PASSAGE SET (CYLINDER)

(1) WALL STOP

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

1.4 HARDWARE SPECIAL REQUIREMENTS

LOCKSETS AND LATCHES

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

HINGES

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

CLOSERS

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

SILENCERS

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

STOPS

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

KICKPLATES

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

WEATHERSTRIPPING/THRESHOLDS

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

08 71 00 ACCESS CONTROL HARDWARE

CYPHER LOCKS

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

AUTOMATIC OPERATORS

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

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

CARD KEY, DIGITAL KEYPAD, AND PROXIMITY READER SYSTEMS

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

FINISH

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

08 80 00 GLAZING

1.1 DESCRIPTION OF WORK AND PRODUCT QUALITY

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

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

1.2 EXTERIOR WINDOWS & SKYLIGHTS

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

END OF DIVISION 08 00 00

09 00 00 FINISHES

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

1.1 FLOORS AND BASE

OFFICES (AND SPACES NOT LISTED BELOW)

Carpet tile and base.

RESTROOMS, SHOWER ROOMS

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

SHOWER STALLS

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

BREAK ROOMS, LUNCH ROOMS AND COFFEE BARS

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

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

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

VESTIBULES AND ENTRIES

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

1.2 WALLS

OFFICES (AND SPACES NOT OTHERWISE INDICATED)

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

DRINKING FOUNTAINS

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

RESTROOMS, SHOWER ROOMS

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

SHOWER STALLS

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

JANITOR ROOMS AND MOP SINKS

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

1.3 CEILINGS

OFFICE AREAS AND CONFERENCE ROOMS

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

RESTROOMS

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

SHOWER ROOMS

Provide gypsum wallboard with epoxy coating.

MECHANICAL, VOICE/DATA DISTRIBUTION, AND ELECTRICAL ROOM

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

JANITOR ROOMS

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

09 20 00 PLASTER AND GYPSUM BOARD

09 21 00 PLASTER AND GYPSUM BOARD ASSEMBLIES

1.1 GYPSUM WALLBOARD

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

09 22 00 SUPPORTS FOR PLASTER AND GYPSUM BOARD

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

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

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

09 28 00 BACKING BOARDS AND UDERLAYMENTS

09 28 13 CEMENTITIOUS BACKING BOARDS

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

09 30 00 TILING

09 30 13 CERAMIC TILING

1.1 DESCRIPTION OF WORK

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

09 50 00 CEILINGS

09 51 00 ACOUSTICAL CEILINGS

1.1 DESCRIPTION OF WORK

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

NON-FIRE-RATED TILE

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

FIRE-RATED TILE

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

09 53 00 ACOUSTICAL CEILING SUSPENSION ASSEMBLIES

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

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

09 60 00 FLOORING

09 65 00 RESILIENT FLOORING

1.1 DESCRIPTION OF WORK

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

1.2 FINISH CONDITION

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

09 65 13 RESILIENT BASE

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

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

09 65 16 VINYL SHEET FLOORING

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

09 65 19 RESILIENT TILE FLOORING

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

09 65 19.19 VINYL COMPOSITION TILE FLOORING

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

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

09 68 00 CARPETING

1.1 DESCRIPTION OF WORK

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

1.2 PRODUCT QUALITY

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

09 68 13 TILE CARPETING

1.1 PRODUCTS

CARPET TILE

TYPE: Level or textured loop

TILE SIZES: per Manufacturer

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

MODIFICATION RATIO (mr): 2 or lower

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

FIBER AND BACKING WEAR WARRANTY: 15 years

PILE WEIGHT: 17 oz. minimum

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

GAUGE: 1/10 minimum

STITCHES: 6.33 per inch

TUFT DENSITY: 63.3 tufts per square inch minimum

PRIMARY BACK: Polypropylene

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

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

DIMENSIONAL STABILITY: Pass (AACHEN test)

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

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

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

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

METHENAMINE PILL TEST: Pass (ASTM D-2859)

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

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

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

ELECTROSTATIC PROPENSITY TEST: <3.0 KV (AATCC 134)

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

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

1.2 ADHESIVES AND FLOOR PRIMERS

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

1.3 PREPARATION

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

1.4 INSTALLATION

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

1.5 FINISH CONDITION

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

1.6 WARRANTY

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

09 80 00 ACOUSTIC TREATMENT

09 81 00 ACOUSTIC INSULATION

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

09 90 00 PAINTING AND COATING

09 91 00 PAINTING

1.1 DESCRIPTION OF WORK

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

1.2 MATERIALS

Provide solvent-free, non-VOC paint products.

1.3 PAINTING SCHEDULE

GYPSUM WALLBOARD

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

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

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

CLEAR FINISHES

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

PAINTED METAL

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

UNPAINTED FERROUS METAL

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

END OF DIVISION 09 00 00

10 00 00 SPECIALTIES

10 10 00 INFORMATION SPECIALTIES

10 14 00 SIGNAGE

1.1 SITE / BUILDING / TENANT IDENTIFICATION SIGNS

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

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

1.2 ENTRANCE DOOR SIGN

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

1.3 BUILDING DIRECTORIES

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

1.4 ACCESSIBILITY SIGNAGE

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

1.5 ROOM SIGNS

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

10 20 00 INTERIOR SPECIALTIES

10 21 00 COMPARTMENTS AND CUBICLES

10 21 13 TOILET COMPARTMENTS

1.1 TOILET PARTITIONS AND URINAL SCREENS

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

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

10 26 00 WALL AND DOOR PROTECTION

10 26 13 CORNER GUARDS

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

10 28 00 TOILET, BATH AND LAUNDRY ACCESSORIES

1.1 DESCRIPTION OF WORK

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

1.2 TOILET PAPER DISPENSERS

Provide 1 for each stall, 2-roll type.

1.3 TOILET SEAT COVER DISPENSERS

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

1.4 SANITARY NAPKIN DISPOSALS

Provide 1 for each Women's restroom stall.

1.5 UTILITY SHELF

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

1.6 SOAP DISPENSERS

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

1.7 PAPER TOWEL DISPENSERS

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

Electric hand dryers are an acceptable substitute in restrooms.

1.8 WASTE RECEPTACLES

Provide minimum of 1 receptacle for each restroom.

1.9 MIRRORS

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

1.10 GRAB BARS

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

1.11 BABY CHANGING STATION

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

10 28 19 TUB AND SHOWER ENCLOSURES

1.1 GENERAL

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

10 70 00 EXTERIOR SPECIALTIES

10 75 00 FLAGPOLES

10 75 16 GROUND –SET FLAGPOLES

1.1 DESCRIPTION OF WORK

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

END OF DIVISION 10 00 00

11 00 00 EQUIPMENT

1.1 GENERAL

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

11 80 00 FACILITY MAINTENANCE AND OPERATION EQUIPMENT

11 82 00 FACILITY SOLID WASTE HANDLING EQUIPMENT

1.1 GENERAL

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

END OF DIVISION 11 00 00

12 00 00 FURNISHINGS

12 20 00 WINDOW TREATMENTS

1.1 SUMMARY OF WORK

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

1.2 WINDOW BLINDS

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

END OF DIVISION 12 00 00

22 00 00 PLUMBING

22 10 00 PLUMBING PIPING

1.1 SUMMARY OF WORK

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

22 30 00 PLUMBING EQUIPMENT

1.1 INSTANT HOT WATER DISPENSER

Provide an ADA compliant instant hot water dispenser.

1.2 WATER HEATER

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

1.3 PIPE INSULATION

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

22 40 00 PLUMBING FIXTURES

1.1 SUMMARY OF WORK & PRODUCT QUALITY

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

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

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

1.2 FLOOR DRAINS

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

1.3 COFFEE BAR SINKS

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

1.4 LUNCHROOM SINKS

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

1.5 BATHROOM SINKS

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

1.6 MOP SINKS

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

1.7 SHOWERS

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

1.8 DRINKING FOUNTAINS

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

END OF DIVISION 22 00 00

23 00 00 HEATING VENTILATION AND AIR CONDITIONING (HVAC)

1.1 SYSTEM DESIGN, SUPERVISION AND CERTIFICATION

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

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

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

(1) Air Flow Delivery Concept: Constant Volume, Variable Air Volume (VAV), Variable Volume & Temperature (VVT), etc.

a. For VAV systems, series fan-powered, pressure-independent terminal units shall be used. Deviations must be approved in writing. Indicate if they will use Permanent Split Capacitor (PSC) or Electronically Commutated (ECM) motors. Indicate if/which terminal units will receive re-heat, and what the re-heat source will be (electric, hot water, etc.) Indicate if plenum or ducted return is proposed.

b. For VVT systems, where practical and where structure and ceiling space allow, avoid combining different exposures (north, south, east, and west) on the same unit, and avoid combining interior spaces with exterior exposures on the same unit. Avoid using VVT air handlers above 20.0 tons. All units 5.0 tons and greater must have motorized bypass. All packaged VVT air handlers with economizers must include power exhaust.

(2) Zoning. Provide a proposed zoning map or description. If zoning is accomplished with terminal units, indicate which zone terminal units will be grouped with which central unit. This can be a highlighted floor plan with notes indicating which zone is served by which central unit.

(3) Equipment Type. Indicate the HVAC equipment type (high performance, packaged, split system, air source, water source, gas-fired heat, DX cool, chiller, boiler, refrigerant types, supplemental heat source, etc.) Electric heat shall not be used, except as supplemental heat.

(4) Provide DOAS (Dedicated Outdoor Air Systems) where required by Washington State Energy Code.

(5) Equipment Features. Describe equipment features such as: tonnage, number of stages of control or modulating control – indicate for both heating and cooling, variable frequency drives, economizers, heat recovery, vibration isolation devices/techniques.

(6) Equipment Location. Indicate the proposed location of all key HVAC equipment (roof, indoor, pad-mounted, etc.).

(7) Filtration. Indicate the proposed level of filtration on each central unit, and all fan-powered terminal units.

(8) Controls. Indicate if the controls are to be networked or standalone. If they are networked, state if the controls interface is to be graphical or text-based, and if there will be remote communication. Indicate if exhaust fans, pumps or other building systems will be controlled

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

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

1.2 SYSTEM INSTALLATION

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

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

1.3 CALCULATIONS AND LOADS

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

VENTILATION

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

LOAD CALCULATIONS

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

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

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

1.4 SYSTEM CONFIGURATION

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

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

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

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

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

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

1.5 SYSTEM PERFORMANCE

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

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

1.6 CONTROLS

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

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

1.7 FILTRATION

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

1.8 NOISE

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

1.9 BUILDING EXHAUST SYSTEM

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

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

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

23 30 00 HVAC AIR DISTRIBUTION

1.1 AIR DISTRIBUTION

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

1.2 AIR INTAKE

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

END OF DIVISION 23 00 00

26 00 00 ELECTRICAL

1.1 GENERAL

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

1.2 PRODUCTS AND APPLICATIONS

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

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

26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

1.1 SUMMARY OF THE WORK

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

1.2 DEFINITIONS

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

DEDICATED RECEPTACLE

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

STANDARD RECEPTACLE

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

26 05 13 MEDIUM-VOLTAGE OPEN CONDUCTORS

CONDUCTORS

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

26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

GROUNDING

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

26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEM

RACEWAYS

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

PANEL BOARDS

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

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

CIRCUITING GUIDELINES

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

CONTROLLED RECEPTACLES

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

POWERED SYSTEMS FURNITURE

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

FLOOR DEVICES

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

26 08 00 COMMISSIONING FOR ELECTRICAL SYSTEMS

COMMISSIONING REQUIREMENTS

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

26 09 00 INSTRUMENTATION AND CONTROL FOR ELECTRICAL SYSTEMS

SWITCHING

1.1 SUMMARY OF THE WORK

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

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

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

1.2 AREA CONTROLS

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

Exceptions:

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

1.3 DAYLIGHT ZONE CONTROL

All day lighted areas shall be controlled per the WSEC.

1.4 AUTOMATIC SHUT-OFF CONTROLS, EXTERIOR

Exterior lighting shall be controlled in compliance with the WSEC.

1.5 AUTOMATIC SHUT-OFF CONTROLS, INTERIOR

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

Exceptions:

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

1.6 OCCUPANCY SENSORS AND PLUG LOADS

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

1.7 AUTOMATIC TIMED SWITCHES

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

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

26 27 00 LOW-VOLTAGE DISTRIBUTION EQUIPMENT

1.1 FLOOR BOX SERVICE FITTINGS

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

1.2 SERVICE POLES (Power Duct Posts)

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

26 50 00 LIGHTING

26 51 00 INTERIOR LIGHTING

26 51 13 INTERIOR LIGHTING FIXTURES, LAMPS, AND BALLASTS

1.1 SUMMARY OF THE WORK

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

1.2 INSTALLATION

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

1.3 FIXTURES, BALLASTS AND LAMPS

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

BALLASTS

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

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

LAMPS

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

1.4 FIXTURE REQUIREMENTS FOR SPECIFIC AREAS

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

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

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

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

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

1.5 LIGHTING LEVELS

WAITING, STORAGE, RESTROOMS AND HALL AREAS

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

OFFICES, OPEN OFFICE AREAS, ASSEMBLY AREAS

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

WAREHOUSES

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

PARKING AREAS AND PEDESTRIAN PATHWAYS

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

26 52 00 EMERGENCY LIGHTING

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

END OF DIVISION 26 00 00

27 00 00 COMMUNICATIONS

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

1.1 GENERAL

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

1.2 INSTALLATION/FITTINGS

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

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

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

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

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

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

1.4 CABLE MANAGEMENT SYSTEMS

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

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

END OF DIVISION 27 00 00

28 00 00 ELECTRONIC SAFETY AND SECURITY

28 30 00 ELECTRONIC DETECTION AND ALARM

28 31 00 FIRE DETECTION AND ALARM

1.1 SUMMARY OF THE WORK

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

END OF DIVISION 28 00 00

32 00 00 EXTERIOR IMPROVEMENTS

32 10 00 BASES, BALLASTS AND PAVING

1.1 SUMMARY

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

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

32 13 00 RIGID PAVING

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

32 17 00 PAVING SPECIALTIES

32 17 13 PARKING BUMPERS

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

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

32 17 23 PAVEMENT MARKINGS

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

32 39 00 MANUFACTURED SITE SPECIALTIES

32 39 13 MANUFACTURED METAL BOLLARDS

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

32 80 00 IRRIGATION

32 84 00 PLANTING IRRIGATION

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

32 90 00 PLANTING

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

END OF DIVISION 32 00 00

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END OF LEASED SPACE REQUIREMENTS

JPH

76TH AVE.



SCALE IN FEET
0 25 50 100
photo july 2015

TERMINAL ST.

ACCESS

WSDOT
AVIATION

Reserved WSDOT

103 spaces

□ = DES Fleet Parking

Exhibit "B"

13 mar 2016

COVER MEMO

| | |
|-----------------------------|---|
| Briefing Date/Time: | January 13, 2025 |
| Staff Contact/Title: | Chris Paolini, Airport Senior Manager (360) 528-8074, chrisp@portolympia.com |
| Subject: | Rutledge Corn Maze LLC Land Lease Approval |
| Purpose: | <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Decision Needed |

Overview and Background:

- Action Item – Approval requested via the Consent Agenda.

This action is required as an administrative requirement per Port policy. This new agricultural land lease is for an existing tenant, Rutledge Corn Maze LLC, whose prior long-term land lease expired. Rutledge Corn Maze, LLC uses this agricultural land lease to farm local produce available for sale to the public as well as for seasonal attractions and events such as a corn maze every Fall. The tenant is interested in a new long-term lease; however, they have requested a shorter-term lease while they complete business arrangements. This short-term lease is for approximately one-year then automatically converts to a month-to-month basis at the end of the one-year period. This lease is retroactive to the expiration date of the prior lease, commencing November 3, 2024. The one-year term ends on December 31, 2025, it then automatically converts to a month-to-month lease starting January 1, 2026. Allowing the lease to continue on a month-to-month basis, after the one-year period, provides flexibility should the tenant require more planning without requiring additional administrative action. Both parties desire to enter a long-term lease as soon as practical and will bring a new lease before the commission at that time.

Approval of this action item authorizes the Executive Director to execute a lease with Robby Ray Rutledge, General Manager of Rutledge Corn Maze, LLC.

The prior lease with Rutledge Corn Maze, LLC commenced November 1, 2019, for a five-year term ending on November 3, 2024. Rutledge Corn Maze, LLC is a tenant in good standing.

Current Status:

After being notified by the tenant of their request and desired new lease terms, the Port drafted the attached land lease agreement found acceptable by both parties. The new lease presented for action provides the tenant with the opportunity to continue their agricultural operations while finalizing business arrangements while also allowing the Port to secure a new one-year lease.

Because the tenant’s timeline is uncertain, it was requested and agreed this new one-year land lease would automatically convert to a month-to-month lease after the one-year term in case more time is needed. Because this lease is retroactive to the prior lease’s end date, and due to the addition of month-to-month lease language allowing the lease to continue beyond one-year, this lease requires Port commission approval per Port policy 1101. Port Policy 1101 states in part: “...*The Port Commission, in public session, will ratify Port long term leases defined under this policy as leases of greater than one (1) year for land and space leases... Long term leases and assignments will not become final until ratified by the Port Commission...*”

Documents Attached:

Rutledge Corn Maze, LLC Land Lease

Summary & Financial Impact:

- Establishes an initial 8% lease rate increase effective from November 3, 2024 through December 31, 2025
- Annual rent increases of 6% take effect January 1 of each year thereafter. An additional 5% rent increase takes effect January 1st of each year effective January 1, 2027, if the month-to-month land lease status should continue beyond December 31, 2026.
- First year airport revenue generated from this agricultural land lease: \$11,129.28
- Upon execution of the land lease amendment, Rutledge Corn Maze, LLC will be invoiced for the increase in rent backdated to November 3, 2024.

Staff Recommendation:

Approve the Robby Ray Rutledge / Rutledge Corn Maze, LLC land lease authorizing the Executive Director to execute a lease with Robby Ray Rutledge, General Manager, Rutledge Corn Maze, LLC.

**PORT OF OLYMPIA GROUND LEASE
OLYMPIA REGIONAL AIRPORT**

THIS LEASE is made this ____ day of _____, 2025, by and between the **PORT OF OLYMPIA**, a Washington municipal corporation, Lessor, hereinafter referred to as "Port", and the Tenant described below, hereinafter referred to as "Tenant", on the following terms and conditions:

1. LEASE SUMMARY.

TENANT

| | |
|------------------------|--|
| Name: | Robby Ray Rutledge (General Manager, Rutledge Corn Maze, LLC) |
| Address: | 302 93 rd Avenue SE |
| City, State, Zip Code: | Olympia, WA 98501 |
| Phone Numbers: | (253) 722-4119 |
| Email: | robby@rutledgecornmaze.com |

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions of this Lease, that certain real property consisting of approximately 14.87 acres of land located on two parcels at the south end of the Olympia Regional Airport in Tumwater, Thurston County, Washington, located at 302 93rd Avenue, Olympia, WA 98501 (common address), herein commonly referred to as "Rutledge Corn Maze". This lease area is a portion of Thurston County Tax Parcel Numbers **12714330200 and 12714330106**, as generally shown and described in Exhibit "A" hereto, subject to encumbrances, rights, and reservations as shown therein or provided in this Lease, and as presently existing or hereafter arising pursuant to governmental authority.

Tenant acknowledges and agrees that Tenant is responsible for applying for, processing, obtaining, and recording such approvals as may be necessary for the division of the Premises from the larger property owned by the Port of which the Premises are a part, whether by binding site plan and Tenant shall bear all costs and expenses thereof. The Port shall be given the opportunity to review and approve all applications and submissions made by Lessee in connection therewith prior to submission to the City, with the Port's approval not to be unreasonably withheld.

Upon full execution of this Lease, the Port, and Tenant agree to execute an addendum to this Lease setting forth the description and size of the Premises in accordance with the binding site plan provided by Tenant and approved by the Port and the City.

TERM

The initial term shall be fourteen (14) months beginning November 3, 2024 (retroactive to the current lease expiration date) and ending December 31, 2025 (the "Initial Term"); provided that the commencement of this Lease is subject to the Port's receipt of first month's rent, lease security in a form acceptable to the Port, and certificate of insurance in a form acceptable to the Port.

Effective January 1, 2026, the term will continue month-to-month until terminated by either party, effective as of the last day of any calendar month, by giving the other party not less than thirty (30) days prior written notice of termination.

OPTION TO EXTEND TERM

Not applicable.

MINIMUM GROUND RENT

Initial Rent:

The monthly minimum ground rent shall be determined in accordance with the recently expired lease rate as adjusted herein.

Initial rent is \$927.44 per month, and subject to escalations as outlined below, plus applicable Leasehold Excise Tax (currently 12.84%). In addition, the tenant shall pay such Insurance, Utilities, Fire Insurance, and other expenses in accordance with the Lease.

Effective January 1, 2026, and every January 1st thereafter, rent shall be increased by six percent, (6%).

In addition, should the month-to-month term continue for greater than twelve (12) months, i.e., as of January 1, 2027, a five percent (5%) premium will be added monthly to the calculated annual rent increase. Such premium may be avoided upon execution of a new lease of at least twelve (12) months duration.

Tenant shall have the option to make monthly payments or one lump sum annual payment.

The rent is in addition to, and not in lieu of the requirement to pay, any concession fees or tariffs established pursuant to the Port's Minimum Standards for Commercial Activities for the Olympia Regional Airport.

RENT COMMENCEMENT DATE

November 3, 2024.

LEASE SECURITY

In accordance with Paragraph 5 of the Lease, in an amount equal to three months' minimum ground rent plus Washington State Leasehold Excise Tax, in a form acceptable to the Port, and adjusted to reflect rental adjustments and other changes to this Lease. The initial amount shall be \$3,139.56. The initial security amount shall be posted with the Port by the date of execution of the Lease by the Tenant. Any increase in security shall be posted with the Port at least thirty (30) days prior to the

effective date of such change. Expiration Date: Ninety (90) days after satisfaction of all obligations under this Lease.

USE OF PREMISES

Nursery as outlined in Tumwater Municipal Code 18.04.408

Any future development on the subject property will require completion by the Tenant of a binding site plan, as determined by the City of Tumwater. The Port shall be given the opportunity to review and approve all applications and submissions made by Lessee in connection therewith prior to submission to the City, with the Port's approval not to be unreasonably withheld. Upon full completion of a binding site plan, the Port and Tenant agree to execute an addendum to this Lease setting forth the description and size of the Leased Premises in accordance with the binding site plan provided by Tenant and approved by the Port and the City. A copy of the approved Binding Site Plan will be provided to the Port at no charge.

If Tenant makes any alterations or improvements on or to the Premises, then Tenant shall construct and install an approved storm water treatment and infiltration facility specific to such development on the Premises. All storm water treatment and infiltration requirements shall be met within the Premises. Full-length trench drains with compost filters or oil/water separators are required for the aircraft ramp. Infiltration shall be via underground gallery. The previous surface may be substituted for the aforementioned requirements if approved by the City of Tumwater. Tenant shall obtain all necessary permits for the construction of such facility, and the construction by Tenant of such facility shall be in accordance with all applicable requirements of all governmental authorities having jurisdiction over such facility, and shall be pursuant to plans and specifications prepared by a professional engineer and approved by the Port (which approval shall not be unreasonably withheld), the City of Tumwater, and any other applicable governmental body. Such construction and permits shall be at Tenant's sole cost and expense. Upon completion of any alterations or improvements on or to the Premises, including but not limited to the storm water improvements, Tenant will provide the Port with one copy of a complete set of "as built" drawings and specifications, including site plans, for all such alterations and improvements constructed by or for Tenant.

Tenant shall defend, indemnify, and hold the Port harmless from any cost, expense, liability, claim, or damage arising from any construction by Tenant or its employees, contractors, or subcontractors. In addition, Tenant shall keep the property and all other property of the Port free and clear of any liens, claims or encumbrances arising out of or by reason of Tenant's construction of such improvements; provided, however, that Tenant shall have the right to contest any such lien in good faith, on condition that Tenant provide the Port with reasonable security, such as a cash escrow in the amount of one hundred fifty percent (150%) of the lien.

INSURANCE

| | |
|---------------------------------|--|
| Bodily Injury/Death: | Combined Single Limit \$1,000,000 each occurrence. |
| Property Damage per Occurrence: | \$500,000. |

Tenant shall submit certificates evidencing compliance with Paragraph 14, and at the Port's request shall provide the Port with the actual policies or copies thereof. Tenant shall furnish the Port with evidence of renewal of such policies not less than thirty (30) days prior to their expiration. Tenant may satisfy this insurance requirement through endorsements to existing policies.

COMMISSIONS AND FEES

In the absence of any agreement between the parties to the contrary, each party represents and warrants to the other that it has not been represented by, or introduced to the other by, any broker or agent. In the absence of any agreement between the parties to the contrary, each party hereby agrees to indemnify and hold the other harmless from and against any and all fees, commissions, costs, expenses (including attorney fees), obligations, and causes of action arising against or incurred by the other party by reason of any claim for a real estate commission or a fee or finder's fee by reason of any contract, agreement or arrangement with, or services rendered at the request of, the indemnifying party.

ASSIGNMENT, SUBLEASE, OR LEASE MODIFICATION.

Tenant shall pay all reasonable costs and attorney fees incurred by the Port with respect to any request by Tenant for any amendment or other modification of this Lease, or any assignment, sublease, or other encumbrance or transfer of this Lease or the Premises or any interest therein.

Tenant shall be subject to a fee for any request for assignment, sublease, or modification of this Lease as stated in the Port Commission Fee Schedule.

ADDITIONAL PROVISIONS.

AIRPORT SECURITY. Tenant shall comply with all applicable aspects of the Airport Security Plan adopted by the Port of Olympia Commission on May 14, 2007 (as amended or replaced).

SNOW & ICE CONTROL. Snow removal or plowing on Tenant's Premises is the sole responsibility of the Tenant and any resultant snow berms or piles shall remain on Tenant's Premises. The use of chemicals for ice control is strictly prohibited.

TENANT IMPROVEMENTS. Any future tenant improvements shall be subject to the City of Tumwater Municipal Code.

SIGNAGE. All future signage shall comply with the City of Tumwater municipal code and shall be subject to the prior written approval of the Port.

CONFLICTING PROVISIONS

To the extent any of the provisions of the foregoing Paragraph 1, LEASE SUMMARY, conflicts with any other provisions of this lease, the provisions of Paragraph 1, LEASE SUMMARY, shall govern.

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EXHIBIT "A" – PREMISES

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LICENSE

EXHIBIT "E" – MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES FOR THE
OLYMPIA REGIONAL AIRPORT

THE PARTIES HEREBY AGREE AS FOLLOWS:

2. PREMISES.

The Port hereby leases to Tenant, and Tenant hereby leases from the Port, the Premises described in Paragraph 1, **LEASE SUMMARY** above.

3. TERM.

This Lease shall be for the term specified in Paragraph 1, **LEASE SUMMARY** above.

4. RENT.

4.1. It is the intention of the parties hereto that the rent specified in this Lease shall be net to the Lessor in each year during the term of the Lease. Accordingly, all costs, expenses and obligations of every kind relating to the Premises (except as otherwise, specifically provided in the Lease) which may arise or become due during the term of the Lease shall be paid by Tenant and the Port shall be indemnified by the Tenant against such costs, expenses and obligations. All such costs, expenses, and obligations and payments coming due hereunder shall be deemed as "additional rent".

4.2. Tenant agrees to pay as rent for the use and occupancy of the Premises during the term of this Lease, without deduction or offset, the rent specified in Paragraph 1, **LEASE SUMMARY** above, payable to the Port in advance on or before the first day of each and every month and payable at such place as the Port may designate.

4.3. If the Tenant does not pay the rent by the 10th of the month, then in addition to the overdue rent, Tenant shall pay interest on the rent payment then due at a rate per annum equal to the greater of eighteen percent (18%) per annum or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" Column (or its successor) most recently prior to such date. Such interest commences on the date the rent is due and continues until such rent is paid. If the Tenant does not pay the rent when due and interest is incurred each month for three (3) consecutive months, the rent called for herein shall automatically become due and payable quarterly in advance rather than monthly, notwithstanding any other provision in this Lease to the contrary, and regardless of whether or not the interest is paid or collected. The imposition of such interest does not prevent the Port from exercising any other rights and remedies under this Lease.

5. LEASE SECURITY.

Tenant shall, upon execution of this Lease, file with the Port a good and sufficient security in the form of a bond, letter of credit, cash deposit, or other security acceptable to the Port in its sole discretion, in accordance with the requirements of state law RCW 53.08.085 and Paragraph 1, **LEASE SUMMARY** above. The form and terms of the security and the identity of the surety shall be subject to approval of the Port, and the security shall guaranty the full performance by Tenant of all the terms and conditions of this Lease, including the payment by Tenant of the rents and all other amounts herein provided for the full term hereof. Any acceptable security instrument having an expiration earlier than the full lease term shall be automatically renewable. Any company issuing such a security instrument must give the Port at least ninety (90) days advance written notice prior to the effective date of cancellation or expiration of such security instrument. These provisions as to lease security are subject to the continued approval of the Port and to revision and adjustment as may hereafter result from changes in state requirements or as established by the Port Commission.

6. ACCEPTANCE OF PREMISES.

Tenant has examined the Premises, and the adjoining premises of which the Premises are a part, and accepts them in their present condition. There are no warranties expressed or implied as to any condition apparent or unknown except as otherwise stated in this Lease. Tenant agrees to make any changes in the Premises necessary to conform to any federal, state or local law applicable to Tenant's use of the Premises.

7. POSSESSION.

If the Port shall be unable for any reason to deliver possession of the Premises or any portion thereof at the time of the commencement of this Lease, the Port shall not be liable for any damage caused thereby to Tenant, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Tenant shall not be liable for any rent until such time as the Port can deliver possession; provided that if Tenant shall take possession of any portion of the Premises in the interim, it shall pay the full rent specified herein reduced pro rata for the portion of the Premises not available for possession by Tenant; and provided further, that if the Port shall be unable to deliver possession of the Premises at the commencement of this Lease, Tenant shall have the option to terminate this Lease by giving at least thirty (30) days' written notice of such termination, and this Lease shall terminate unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Tenant shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable, with the exception that Tenant shall not be obligated to pay any rental for the period prior to the commencement of the term of this Lease unless otherwise mutually agreed.

8. USE OF PREMISES.

Tenant shall use the Premises only for those purposes stated in paragraph 1 above and shall not use them for any other purpose without the prior written consent of the Port, which consent may be withheld in the Port's sole discretion. The Premises shall be used only for lawful purposes; and only in accordance with all applicable building, fire and zoning codes. Tenant shall use the entire Premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease. Tenant agrees that it will not disturb the Port or any other Tenant of the Port by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the windows and doors thereof, without the approval of the Port. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Tenant shall be removed by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises and correct any unsightly condition caused by such removal. At no time shall the Tenant have the right to remove or otherwise disturb timber, valuable minerals, sand, gravel or water, from the site, which materials belong to the Port and may only be used with consent and appropriate compensation.

9. REQUIREMENTS AS TO IMPROVEMENTS.

The specific requirements as to the planning, construction and completion of any major improvements planned by Tenant on the Premises are attached hereto as Exhibit "B" to this Lease, which by this reference is incorporated herein as if set forth in full. Prior to the submission of any plans for contemplated improvements on the Premises, Tenant shall furnish a survey of the appropriate Premises as prepared by a registered and licensed surveyor, all at Tenant's own expense.

10. RIGHTS-OF-WAY.

The Port agrees to grant other such right-of-way easements across the property of the Port reasonably available therefor, on reasonable terms and conditions, for the installation and maintenance of necessary and adequate services to the Premises, including but not limited to petroleum product pipelines, railroad spurs, railways and utility lines.

11. RESERVATION OF RIGHTS.

The Port reserves to itself from the Premises rights of way upon, over, across, onto or beneath the above-described lands for access ways, driveways, and other roads, pole and wire lines, gas, water and sewage pipes and mains, conduits, and other utilities, and industrial or business area facilities of all kinds now existing or to be constructed and maintained by it, either in addition to or in the substitution for those now existing from any point or points and in any direction and also reasonable rights of entry upon the Premises for the construction, repair, inspection and maintenance of them in efficient use and condition, providing such action by the Port shall not materially interfere with or interrupt Tenant's operation and shall be at the expense of the Port. The Port is hereby granted such continuous and perpetual easement or easements that the Port believe are necessary within the Premises for such purposes, which easement or easements may be further granted by the Port to third parties.

12. AIR SPACE RESERVATIONS AND USE RESTRICTIONS.

There is hereby reserved to the Port, its successors and assigns, for the use and benefit of the public, and Tenant hereby acknowledges, a right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said air space such noise and emissions as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from, or operating on the Olympia Regional Airport. Tenant, its successors and assigns, will not erect or permit the erection of any structures nor permit the growth of any tree thereon which would exceed the height limitations set forth in the "Zoning Ordinance", Olympia Regional Airport, Master Plan Update, Thurston County, Washington, dated November, 1996, and as may be amended from time to time. Tenant, its successors and assigns, will comply in all respects with said zoning ordinance, which is hereby made a part of this Lease. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects or natural growth and other obstructions on the Premises to a maximum height as determined by applicable Federal Aviation Administration standards as currently in effect or as may be hereafter issued or amended.

Tenant expressly agrees for itself, its successors and assigns to prevent any use of the Premises described which would interfere with landing or taking off of aircraft at the Olympia Regional Airport or otherwise constitute an airport hazard as may be determined by the Port or the Federal Aviation Administration (FAA) or any similar agency having jurisdiction over operations at the Olympia Regional Airport. The prohibited use of the Premises referred to in this paragraph includes causing any visual obstruction or radio or similar emission that may tend to interfere with the operations at the Olympia Regional Airport.

If the Premises are located within the approach zone to the Olympia Regional Airport, Tenant would therefore be subject to substantial use restrictions for the benefit of such airport and its uses. In view of these restrictions, Tenant may not sublease the property until such sublessee shall have received written permission from the Port as to the nature and extent of the use to which such the sublessee intends to devote the property in order to ensure that such intended use will not in any way interfere with the operation of the Olympia Regional Airport.

Tenant acknowledges that noise from both flight and non-flight operations may be generated from activities at the Olympia Regional Airport and by other tenants of the Port. Tenant is taking the Premises

subject to such condition, whether now existing or hereafter arising, and hereby waives all claims (including, without limitation, claims for damages, nuisance or injunctive relief) relating thereto; provided, however, that Tenant does not waive any right to have applicable statutes and regulations regarding noise enforced.

13. UTILITIES AND SERVICES.

Tenant shall be liable for and shall pay throughout the term of this lease all charges for all utility services furnished to the Premises, including but not limited to, light, heat, gas, janitorial services, garbage disposal, security, electricity, water, stormwater and sewerage, including any connection fees, and any fire protection, police protection, or emergency health services as furnished by local authorities and as may be the subject of a contract between the Port and such local authorities or as imposed by ordinance or statute. If the Premises are part of a building or part of any larger premises to which any utility services are furnished on a consolidated or joint basis, Tenant agrees to pay to the Port Tenant's pro-rata share of the cost of any such utility services. Tenant's pro-rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required.

14. INDEMNIFICATION/LIABILITY INSURANCE.

The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others (including, but not limited to all persons directly or indirectly employed by Tenant, and any agents, contractors, subcontractors, suppliers, customers, licensees, or invitees of Tenant) as a result of any condition (including existing or future defects in the Premises), or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto; provided, however, that the foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense to the extent resulting from the negligence or wrongful conduct of the Port or its employees, agents, contractors, subcontractors, suppliers, or officers. Tenant hereby covenants and agrees to indemnify, defend (with attorneys reasonably satisfactory to the Port), protect and hold the Port harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Port arising from or in connection with the loss of life, personal injury and/or damage to property occasioned by any negligent or other wrongful act or omission of Tenant or its employees, agents, contractors, subcontractors, suppliers, customers, licensees, or invitees. In addition, Tenant covenants and agrees to indemnify, defend (with attorneys reasonably satisfactory to the Port), protect and hold the Port harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Port and arising from or in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Premises, unless caused by any negligent or other wrongful act or omission of the Port or its agents, contractors, servants or employees. If a court of competent jurisdiction determines that any activity covered by the indemnities under this section of this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of a bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or willful act or omission of Tenant and Landlord, its officers, officials, employees, agents, contractors, or volunteers, the Tenant's and Landlord's liability hereunder shall be only to the extent of each such party's negligence or willful act or omission. It is further specifically and expressly agreed that Tenant hereby waives any immunity it may have under industrial insurance, RCW Title 51, solely for the purposes of this

indemnification and only to the extent necessary to render the parties' indemnity obligations enforceable. This waiver was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease.

The Port indemnifies, defends, and holds Tenant harmless from claims that are: (i)(a) for personal injury, death, or property damage or b) for incidents occurring in or about the Premises, building, common areas or project; and (ii) caused by the negligence or wrongful conduct of the Port, its principals, agents, contractors, or employees. This indemnification and hold harmless shall include reasonable attorney fees and court costs incurred by Tenant with respect to such claims.

Tenant shall, at its own expense, provide and maintain commercial general liability insurance or its equivalent with a reputable insurance company or companies reasonably satisfactory to the Port, and including, but not limited to premises and operations; personal injury, contractual liability; independent contractors; broad form property damage; completed operations and products; pollution liability; and such additional types and amounts of liability insurance as the Port may deem reasonably necessary for the types of services or activities offered by Tenant and customarily required by landlords under such circumstances and with the minimum policy limits set forth above. The coverage afforded by such policies shall thereafter be in such amounts as the Port may specify from time to time in accordance with what would be required by a reasonable and prudent property manager in the same geographic area. The Port shall be named as an additional insured on such policies. Such policies shall provide that such insurance may not be cancelled without the insurance company first having given the Port thirty (30) days' advance written notice of such intent to cancel. Tenant shall submit certificates evidencing compliance with this paragraph by time of execution of the Lease by Tenant, and at the Port's request shall provide the Port with the actual policies or copies thereof. Tenant shall furnish the Port with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

15. WAIVER OF SUBROGATION.

The Port and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Port or Tenant. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.

16. TAXES.

Tenant shall be liable for, and shall pay, throughout the term of this lease, all license fees and taxes covering or relating to the Premises and its use, including, without limitation, (a) all real estate taxes assessed and levied against the Premises; (b) all amounts due and payable for general or special assessments against the Premises during the term of this lease (whether assessed prior to or during the term of this lease), including any assessments for LIDs or ULIDs; and (c) all personal property taxes upon Tenant's fixtures, furnishings, equipment and stock in trade, Tenant's leasehold interest under this lease or upon any other personal property situated in or upon the Premises. If any governmental authority at any time levies a tax on rentals payable under this lease or a tax in any form against Lessor because of or measured by income derived from the leasing or rental of the Premises, such tax shall be paid by Tenant; provided, however, that Tenant shall not be liable for the payment of any tax imposed generally on Lessor's gross or net income without regard to the source of such income.

17. MAINTENANCE AND REPAIR.

Tenant shall, at its own expense, keep the Premises and the buildings, structures and other improvements located on the Premises, and the adjoining roadways, sidewalks and areas, in a neat, clean, safe, sanitary, and good condition, reasonable wear and tear excepted, and to maintain the landscape and undeveloped areas (including ditches and shoulders of adjoining roadways) in a clean, sanitary, orderly and attractive condition, mowed and free from rubbish and debris.

Tenant shall also, at its own expense, at all times keep the Premises free from infestation of pests and conditions which might result in harborage for, or infestation of, pests (pests shall include, without limitation, rodents, insects, and birds in numbers to the extent that a nuisance is created). Tenant shall keep the glass of all windows and doors on the Premises clean and presentable, and shall maintain and keep the Premises in a good state of repair, and shall commit no waste of any kind, and, without limiting the generality of the foregoing, shall replace all cracked or broken glass in the Premises, and keep the electrical system and all drains clean and in a good state of repair, and shall protect all sprinkler systems and all pipes and drains so that they will not freeze or become clogged.

Tenant shall replace any and all improvements which become worn out, obsolescent, deteriorated, unsafe or unusable and shall replace such improvements with new fixtures and improvements of at least as good a quality as originally installed at the commencement of this Lease. If Tenant fails to properly maintain or repair the Premises or any improvements thereon, the Port shall be entitled, but shall not be obligated, to enter the Premises after notice to Tenant and the expiration of any applicable cure period, and perform such work as may be necessary to restore the Premises and improvements to the conditions set forth herein. The cost of such repairs shall be billed to Tenant by the Port and shall be payable upon receipt and subject to the same penalties for late payment as if such payment was additional rent. Tenant shall have no claim as deduction or offset any monies or charges against the rent paid to the Port for maintenance or repairs. Tenant has inspected the Premises and accepts the Premises "AS IS".

Tenant shall also keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by Tenant. At the Port's request, Tenant shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid. Any dispute under this section shall be subject to arbitration under paragraph 36, **ARBITRATION PROCEDURE**.

18. ALTERATIONS AND IMPROVEMENTS -- SIGNAGE.

18.1 Alterations and Improvements. Tenant shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval of the Port. The Port's response to Tenant's requests for approval shall be prompt, and such approval shall not be unreasonably withheld. Upon installation, Tenant shall furnish the Port with a copy of the "as-built" drawings including utility installations and site plans detailing the nature of the additions, alterations or improvements. The Port reserves the right to have Tenant remove, at Tenant's sole expense, all or any of such alterations, additions or improvements at the end of the Lease term as provided in paragraph 19, **DISPOSITION OF IMPROVEMENTS**. Any dispute under this section shall be subject to arbitration under Paragraph 37, **ARBITRATION PROCEDURE**.

18.2 Signage. Tenant shall have no right to install Tenant identification signs in any location in or about the Premises that are visible from the exterior of the building, without first obtaining written approval of the Port. The location, size, design, color and other physical aspects of permitted signs shall be subject to (i) Port's written approval prior to installation; (ii) any covenants, conditions or restriction encumbering the Premises and (iii) any applicable municipal permits and approvals.

19. DISPOSITION OF IMPROVEMENTS.

a. Except as otherwise agreed to in writing by the Port, in its sole and absolute discretion, within sixty (60) days after the expiration or earlier termination of this Lease (including any and all extensions or renewals thereof), the Tenant shall at Tenant's expense, remove, demolish or clear off from the Premises all improvements and all property owned by Tenant, and after such removal or clearance, Tenant shall restore the surface of the ground to a properly graded, filled, compacted, level, and uniform condition, free from all debris, and in accordance with all applicable law and all provisions of this Lease, including but not limited to Paragraph 27, **HAZARDOUS SUBSTANCES**.

b. If the Port, in its sole discretion, elects to have all or any portion of the improvements remain on the Premises, then title to the same shall automatically pass to the Port, free of any right, title, or interest of Tenant therein, or its successors or assigns, without the necessity of executing any further instrument and without any allowance, compensation, or payment by the Port. Tenant hereby grants and conveys to the Port all of its right, title and interest in and to such improvements, to be effective for all purposes only upon the expiration or termination of this Lease and the Port's election to have such improvements remain upon the Premises. Upon such election by the Port, Tenant further agrees to execute, acknowledge and deliver to the Port contemporaneously with the expiration or termination of this Lease, a proper recordable instrument quit claiming and releasing to the Port to any right, title and interest of Tenant in and to the Premises and in and to all improvements remaining on the Premises pursuant to the election of the Port, and agrees to give such further assurances of title as may be required by the Port. In addition, upon such election by the Port, Tenant shall, upon expiration or termination of the lease, surrender and deliver the Premises and all improvements to remain on the Premises to the Port, without delay and in good order, condition and repair, ordinary wear and tear excepted, and in a neat and clean condition, excepting only Tenant's or any subtenant's movable trade fixtures, machinery, equipment and personal property that can be removed without injury to the Premises. Tenant shall also deliver to the Port all documents necessary or appropriate for the proper operation, maintenance and management of the Premises and remaining improvements.

c. Any dispute under this section shall be subject to arbitration under Paragraph 37, **ARBITRATION PROCEDURE**.

20. INSPECTION.

The Port reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that it shall not interfere unduly with Tenant's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for a reasonable period of time prior to the expiration or sooner termination of this Lease.

21. RESTORATION.

a. At all times during the term of this Lease, Tenant shall maintain in effect upon the Premises and Tenant's improvements thereon, fire and extended coverage property insurance for physical loss and damage excluding earthquake insurance and flood insurance, written by companies authorized to do business in the State of Washington and approved by the Port's insurance carrier. Such policy or policies (a) shall be written in the form of replacement cost insurance in an amount not less than 100% of the full replacement cost of the Premises and Tenant's improvements thereon, which amount shall be adjusted not less frequently than annually, (b) shall contain an endorsement waiving any and all rights of subrogation against the Port and (c) shall provide that notice of cancellation of the policy or any endorsement shall be given to the Port and any other party designated by the Port at least 10 days prior to cancellation. The Port and each other party designated by the Port shall be named as additional insureds and loss payees on all such policies. Tenant shall

provide the Port and each other party designated by the Port with certificates of insurance evidencing such coverage, and at the Port's request shall provide copies of the actual policies. Tenant shall provide evidence of renewal at least 30 days prior to the expiration of such policy or policies. Tenant will also take out and maintain policies of insurance to cover the loss, damage or destruction of Tenant's furniture, fixtures, equipment and other items owned by Tenant on the Premises, with limits based on the reasonable value thereof.

b. If any building or improvement erected by Tenant on the Premises or any part thereof shall be damaged or destroyed by fire or other casualty during the term of this Lease, Tenant shall, at its own cost and expense, either (i) repair or restore the same according to the original plans thereof, or (ii) repair or restore the same according to such modified plans as shall be previously approved in writing by the Port. Tenant shall elect whether to proceed under (i) or (ii) above. Such work of repair or restoration shall be commenced within sixty (60) days after the damage or loss occurs and shall be completed with due diligence but no later than one (1) year after such work is commenced, and such work shall be otherwise done in accordance with the requirements of the provisions hereof pertaining to the construction of improvements upon the Premises. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration. If (i) there are not insurance proceeds, or (ii) the same shall be insufficient for said purpose, Tenant shall make up the deficiency out of its own funds. Should Tenant fail or refuse to make the repair or restoration as hereinabove provided, then in such event said failure or refusal shall constitute a default under the covenants and conditions hereof, and all insurance proceeds so collected shall be forthwith paid over to and be retained by the Port on its own account, and the Port may, but shall not be required to, sue and apply the same for and to the repair, restoration or removal of said Premises or improvements, and the Port may, at its option, terminate this Lease as elsewhere provided herein.

c. Notwithstanding anything to the contrary contained in the preceding section, if any building erected on said Premises shall be damaged by fire or other casualty, and if the cost of repairing or restoring the same as provided above shall exceed the insurance payable for such damage, and if such damage shall occur during the term so that the remaining term of this Lease is of insufficient length to allow Tenant to finance such cost in a commercially reasonable manner, the Tenant shall have the option, to be exercised within thirty (30) days after such event, to repair or restore said building as provided above, or to terminate this Lease by written notice thereof to the Port.

d. Any dispute under this section shall be subject to arbitration under Paragraph 37 **ARBITRATION PROCEDURE.**

22. DEFAULTS.

Time is of the essence of this Lease, and in the event of the failure of Tenant to pay the rental, interest or other charges provided in this Lease at the time and in the manner herein specified, or to keep any of Tenant's covenants or agreements herein, the Port may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that Tenant shall be given fifteen (15) days' notice in writing if the default is for the nonpayment of rent or other monetary default, or thirty (30) days' notice in writing for any other default, stating the nature of the default in order to permit such default to be remedied by Tenant within the applicable time period. If the Port issues a notice of default for the nonpayment of rent, in order to cure such default, Tenant must pay the overdue rent, together with interest as set forth in paragraph 4 above, plus a Fifty Dollar (\$50.00) lease reinstatement fee. If during any consecutive twelve-month period, the Port has issued three notices of default, the Port shall not be required to accept the cure of any subsequent default by Tenant and may terminate this Lease or exercise any other rights or remedies available to it immediately by written notice to Tenant without the expiration of any otherwise applicable cure period.

If upon such reentry there remains any personal property of Tenant or of any other person upon the Premises, the Port may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Tenant to the Port, and the balance, if any, shall be paid to Tenant. Notwithstanding any such reentry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to the Port any deficiency arising from a reletting of the Premises at a lesser rental than that chargeable to Tenant. At the Port's option, Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Port, or the Port may accelerate all future payments and Tenant shall pay the present value of all future payments at once. Payment by Tenant to the Port of interest on rents and/or any other charges due and owing under this Lease shall not cure or excuse Lessee's default in connection with rents and/or other charges. All remedies of the Port hereunder are cumulative and not alternative.

23. ADVANCES BY PORT FOR TENANT.

If Tenant shall fail to do anything required to be done by it under the terms of the Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Tenant, and upon notification to Tenant of the cost thereof to the Port, Tenant shall promptly pay the Port the amount of that cost. However, if the Port shall pay any monies on Tenant's behalf, Tenant shall repay such monies, together with interest thereon commencing on the date the Port paid such monies and calculated at the greater of the rate of eighteen percent (18%) per annum, or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" column (or its successor) most recently prior to such date.

24. HOLDING OVER.

If Tenant shall, without the consent of the Port, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to the Port the rate of four (4) times the then-current rental under the terms of the Lease, unless a different rate shall be agreed upon, and the Tenant shall be bound by all of the additional provisions of this Lease.

25. ASSIGNMENT OR SUBLEASE.

Except as provided below, Tenant shall not assign or transfer (including any assignment or transfer for security purposes) this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the Port, which may be withheld in the Port's sole discretion. Lessor agrees that it will consent to the assignment of this Lease (or any interest herein) for security purposes to a bona fide lender, but only on the terms and conditions contained in the form of Lessor's Consent and Agreement attached hereto as Exhibit C, which must be signed by such lender. If Tenant is a corporation, limited liability company, limited partnership, partnership, or other form of entity or association, Tenant further agrees that if at any time during the term of this Lease, more than one-half (1/2) of the outstanding beneficial interests of any class of interest in Tenant, or the managerial control of Tenant, shall belong to any persons other than those who hold such interests or managerial control at the time of the execution of this Lease, such change shall be deemed an

assignment of this Lease within the meaning of this paragraph. **Upon any sublease of the Premises or any part thereof, Tenant shall include the following provision in the sublease:**

Port Ground Lease. Lessee understands, acknowledges, and agrees that Lessor's right to the real property on which the Premises are located are pursuant to a Ground Lease between Lessor and the Port of Olympia, a copy of which is attached as Exhibit __ hereto. Lessee understands, acknowledges, and agrees that it shall be bound by all provisions in the Ground Lease to which Lessor is subject, including but not limited to provisions related to protection of air space, environmental provisions, and any limitation on use of the property and Premises. Lessee acknowledges that it has had an opportunity to review the Ground Lease in its entirety and takes no exceptions to any provisions therein.

Notwithstanding any assignment or sublease, Tenant shall remain liable under the terms of this Lease, and this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent pursuant to this paragraph. Tenant shall pay all reasonable costs and attorney fees incurred by the Port with respect to any request by Tenant for assignment, sublease, or other encumbrance or transfer of this Lease or the Premises or any interest therein.

26. COMPLIANCE WITH PORT REGULATIONS/ALL LAWS.

Tenant agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part or to Tenant's use or occupancy thereof, now in existence or hereafter promulgated for the general health, welfare, safety and convenience of the Port, its various tenants, invitees, licensees and the general public, including without limitation, the Minimum Standards for Commercial Activities for the Olympia Regional Airport, and payment of all fees and tariffs provided for therein or adopted in accordance therewith, as the same now exist or may hereafter be amended. Tenant further agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, permits, orders, and decrees, including, without limitation, those relating to environmental matters, and Americans with Disabilities Act, as currently in effect or as may be hereafter amended or issued. Tenant shall defend, indemnify, and hold harmless the Port from and against all claims, costs, fees, fines, penalties, liabilities, losses, and damages incurred by the Port by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation by Tenant of any of the laws, rules, regulations, ordinances, permits, orders and/or decrees referenced in this section. Costs and fees shall include, but not be limited to, all direct and indirect costs and professional fees, including engineering, consultant, and attorney's fees. Any fees for any federal, state or local inspections and/or certificates required for use and occupancy of the Premises shall be paid by Tenant. **HAZARDOUS SUBSTANCES.**

Tenant certifies, represents, warrants, covenants and agrees that:

(a) As used in this Section 0, "Hazardous Substances" means any chemical, substance, material, waste, vapor, or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic, radioactive, or pollution, or as a contaminant or pollutant, or other similar term, by, and/or which are subject to regulation under, any federal, state or local environmental statute, rule, regulation, or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

(b) As used in this Section 0, "Other Property" means any real or personal property other than the Premises (including, without limitation, surface or ground water) which becomes contaminated with Hazardous Substances as a result of operations or other activities on, or the contamination of, the Premises.

(c) Tenant shall apply for and obtain all necessary federal, state, and local permits and approvals for Tenant's use of the Premises. Tenant shall not commence any activity on the Premises until all permits

and approvals required for such activity have been issued, and shall conduct all activities on the Premises in compliance with such permits and approvals.

(d) Tenant agrees and warrants for itself and its employees, agents, representatives, contractors, subcontractors, licensees, invitees, subtenants, and assigns (collectively "Tenant's Representatives"), that Tenant and Tenant's Representatives will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, orders, and decrees relating to the generation, recycling, treatment, use, sale, storage, handling, transport, disposal, release, and cleanup of any Hazardous Substances by any person on the Premises or other Port property (collectively "Environmental Laws"). In addition, Tenant and Tenant's Representatives will not, without the Port's prior written consent, keep on or around the Premises or any common areas, for use, disposal, treatment, generation, storage, or sale, any Hazardous Substances.

(e) With respect to any Hazardous Substance, Tenant shall:

(i) Comply promptly, timely and completely with all applicable requirements for reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;

(ii) Make available for the Port's review during normal business hours, true and correct copies of all reports, manifests and identification numbers retained by Tenant or submitted to appropriate governmental authorities, and all documents and communications received from any government agencies, and provide copies to the Port of all documents requested by the Port at no cost to the Port within five (5) business days of the Port's request;

(iii) Within five (5) business days of a written report from the Port, submit a written report to the Port regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Port of Tenant's compliance with applicable Environmental Laws;

(iv) Allow the Port or the Port's agents or representatives to come on the Premises at all reasonable times to check Tenant's compliance with all applicable Environmental Laws; and

(v) Comply with all applicable Environmental Laws, and all requirements and standards established by federal, state, or local governmental agencies responsible for or specifically charged with the regulation of Hazardous Substances.

(f) Tenant has not and will not release or waive the liability of any party who may be potentially responsible for the presence or removal of Hazardous Substances on or from the Premises.

(g) Tenant agrees to immediately notify the Port if Tenant becomes aware of (a) any release of any Hazardous Substances or any other environmental issue or liability with respect to the Premises or any Other Property; or (b) any lien, action or notice resulting from violation of any Environmental Laws. At its own cost, Tenant will take all actions which are necessary to notify relevant and appropriate authorities of any such release and to remediate any Hazardous Substances affecting the Premises, including removal, containment or any other remedial action, whether or not required by governmental authorities.

(h) If Tenant is in non-compliance with any Environmental Laws or is in non-compliance with this Section 27, it shall promptly take such action as is necessary to mitigate and correct the non-compliance. If Tenant fails to act in a prudent and prompt manner, the Port shall have the right, but not the obligation, to enter the Premises and act in place of the Tenant (with Tenant hereby appointing the Port as its agent for such purposes), and to take such action as the Port deems necessary to address or mitigate the non-compliance. All costs and expenses incurred by the Port in connection with any such action shall be payable by the Tenant and shall become immediately due and payable as additional rent upon presentation of an invoice therefor. Without limiting the foregoing, in the event of Tenant's non-compliance with any requirements in subsections (e)(i) – (v) above, any and all costs incurred by the Port with respect thereto, including but not limited to costs

of inspections, monitoring, and attorney fees, shall become immediately due and payable as additional rent upon presentation of an invoice therefor.

(i) Tenant shall be fully and completely liable to the Port for, and shall defend, indemnify, and hold the Port harmless from and against any and all actual or alleged claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including costs and professional fees, including engineering, consultant, and attorneys' fees and disbursements), which accrue to or are incurred by Tenant or the Port which arise or are alleged to arise directly or indirectly from or out of, or are in any way connected with (a) the inaccuracy of the representations and warranties contained herein, (b) the breach of any covenant contained herein, (c) any operations or activities (including, without limitation, use, disposal, transportation, storage, generation or sale of Hazardous Substances) on or about the Premises during Tenant's possession or control of the Premises which directly or indirectly result in the Premises or any Other Property becoming contaminated with Hazardous Substances or otherwise violating any applicable Environmental Laws, and (d) the cleanup of Hazardous Substances at or from the Premises or any Other Property to a level sufficiently protective of human health and the environment in compliance with all applicable Environmental Laws. Tenant acknowledges that it will be solely responsible for all costs and expenses relating to investigation (including preliminary investigation) and cleanup of Hazardous Substances from the Premises or from any Other Property. Tenant specifically agrees that the bond provided pursuant to this Lease shall extend to the indemnity agreed to in this subparagraph.

(j) Tenant's obligations under this Section 0 are unconditional and shall not be limited by any other limitations of liability provided for in this Lease. The representations, warranties, covenants, and obligations of Tenant set forth in this Section 0: (a) are separate and distinct obligations from Tenant's other obligations under the Lease; and (b) shall survive and continue in effect after any termination or expiration of this Lease for any reason.

(k) Upon expiration or sooner termination of this Lease, Tenant shall have removed from the Premises any Hazardous Substances, contaminated soils or other contaminated or hazardous materials or substances deposited thereon by Tenant in a manner that complies with all applicable Environmental Laws. Any failure to complete such removal by the expiration or sooner termination of this Lease shall be deemed a holding over by Tenant subject to the provision of paragraph 24, **HOLDING OVER**. At the Port's request, within 30 days thereafter, Tenant shall deliver to the Port a certificate from the Thurston County Health Department certifying that the Premises comply with all applicable requirements of the Health Department concerning levels of Hazardous Substances. At such time, Tenant shall also reconfirm its representations and warranties contained herein and shall represent and warrant that upon termination of the Lease all Hazardous Substances have been removed from the Premises and have been properly and lawfully disposed of, and the Premises have been cleaned up to a level that meets all applicable Environmental Laws.

27. STORAGE TANK LICENSES.

All storage on site, whether permanent or mobile, capable of holding more than one hundred ten (110) gallons either in bulk or in separate containers or any material identified in Exhibit "D" shall require a separate hazardous materials license. Such license shall provide for appropriate handling and storage facilities, inspections, testing and clean up procedures and any special insurance provisions which may be required. Tenant shall comply with all laws, rules and regulations applicable thereto. Tenant shall provide Lessor with full and complete copies of any reports or other results of inspections within five (5) days after any remedial or other action required as a result of any inspection. Upon request, Tenant shall provide Lessor with a certificate of insurance evidencing Tenant's compliance with insurance requirements applicable to storage tanks. Tenant shall pay any and all costs necessary to comply with the terms of any license required under this section and the costs of complying with any other legal or regulatory requirements associated with Tenant's storage of materials identified in Exhibit "D."

28. INSPECTIONS AND NOTICE OF CHANGE.

a. Tenant agrees that inspections may be required by the Port at the Tenant's expense to assure compliance with paragraphs 0, **HAZARDOUS SUBSTANCES**, and 27, **STORAGE TANK LICENSES**. Such inspections shall be made once every five (5) years or at any time the Port has good cause to believe a problem may exist.

b. The Tenant shall annually identify any materials listed in Exhibit "D" used in the course of its ordinary business.

29. EMINENT DOMAIN.

If the Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render the Premises untenable, either Lessor or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation, which shall be the earlier of the date the final condemnation judgment or the date possession is taken by the condemning authority. If the taking or condemnation does not render the Premises untenable, this Lease shall continue in effect, and Lessor shall, if the condemnation award is sufficient therefor, promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. All proceeds from any taking or condemnation shall be paid to Lessor and Tenant waives all claim against such proceeds; provided, however, that Tenant shall be entitled to any award separately designated for Tenant's relocation expenses or for damage or taking of Tenant's trade fixtures or other personal property, provided that any award to Tenant shall not reduce the award to Lessor. A voluntary sale or conveyance in lieu of but under the threat of condemnation shall be considered a taking or condemnation for public purpose, and shall include the Port's use of the Premises for any purpose for public use in connection with the operation of the business of the Port. If the Port so requires the use of the Premises, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to Tenant not less than six (6) months or more before the termination date specified in the notice, and damages to Tenant, if any resulting therefrom shall be determined by agreement between the parties hereto, or in the absence of agreement, by arbitration as hereafter provided. Damages or other compensation shall be determined in accordance with RCW 53.08.010 and Title 8 as appropriate.

30. INSOLVENCY.

If Tenant shall: solicit acceptances of a plan of reorganization to be filed in any subsequent case under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as hereafter amended or any successor statute thereto (the "Bankruptcy Code"); negotiate with one or more creditors for any workout, including, but not limited to, an extension agreement, composition agreement, standoff, standby, or standstill agreement whereby the creditors agree to forebear in any fashion from their rights to collect a debt of Tenant; cease to pay Tenant's debts as they come due; admit in writing the inability to pay its debts as they come due; make an assignment for the benefit of creditors; become a party to any liquidation or dissolution action or proceeding; have appointed (voluntarily or involuntarily), a trustee, custodian, receiver, conservator, or liquidator for Tenant or for a significant portion of Tenant's assets; have entered against it any order by a district court or bankruptcy court of the United States or any of its territories that dismisses a voluntary petition under the Bankruptcy Code because the bankruptcy petition was filed in bad faith; have entered against it an order, judgment, or decree; have any of its assets levied against by writ of execution, attachment (including pre-judgment attachment), garnishment, recording of a judgment or any similar process whereby a creditor seeks to obtain a legal right to dispose of particular assets of Tenant to satisfy to any extent a debt of the Tenant to the creditor; file a voluntary petition under the Bankruptcy Code or have filed against it an involuntary petition under the Bankruptcy Code creating any automatic stay or other

injunctive force protecting the assets of Tenant from the immediate collection actions of a creditor (where such involuntary petition is not subsequently dismissed within 60 days in response to pleadings filed by the Tenant by entry of an order of any district court or bankruptcy court of the United States or any of its territories); have appointed voluntarily or involuntarily, a trustee, custodian, or examiner with special powers by any district court or bankruptcy court in the United States or any of its territories; admit in an answer filed in response to an involuntary petition filed under the Bankruptcy Code that Tenant is insolvent because Tenant's assets are exceeded by Tenant's debts or that Tenant is unable to pay Tenant's debts as they come due; then, in the event any of the foregoing shall occur, the Port may, at its option, terminate this Lease.

31. PROMOTION OF PORT COMMERCE.

The purpose of the Port is to encourage the development of commerce within the Port district, and to every reasonable extent possible, increase the movement of passengers and freight through Port facilities. In furtherance of this purpose, Tenant agrees to cooperate with the Port in the promotion of these purposes during the term of this Lease, and wherever reasonably possible, to utilize the Port's facilities in the movement of freight and passengers as a part of Tenant's business activities. Nothing in this paragraph shall be construed to obligate Tenant to spend monies in the Port's promotional advertising, but Tenant does agree to supply such information and data for the Port's promotional and advertising activities.

32. ATTORNEY'S FEES AND COSTS.

Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, whether for enforcement in court or for decision under arbitration, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court or arbitration, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

33. NONDISCRIMINATION - SERVICES.

Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

It is agreed that Tenant's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

34. NONDISCRIMINATION – SERVICES, CONSTRUCTION, USE.

Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no

person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Port reserves the right to take such action as the appropriate governmental authority may direct to enforce these provisions.

35. APPRAISAL PROCEDURE.

Intentionally omitted.

36. ARBITRATION PROCEDURE.

In the event of a dispute between the Port and Tenant with respect to any issue specifically mentioned elsewhere in this Lease as a matter to be decided by arbitration, such dispute shall be determined by arbitration as provided in this paragraph. The Port and Tenant shall each appoint a person as arbitrator who shall have had at least ten (10) years of experience in Thurston County in the subject matter of the dispute. The appointment shall be in writing and given by each party to the other, and the arbitrators so appointed shall consider the subject matter of the dispute, and if agreement can be reached between them, their opinion shall be the opinion of the arbitration. In the event of their failure to agree upon the matter so submitted, they shall appoint a third arbitrator. In the case of the failure of such arbitrators to agree upon the third arbitrator, the same shall be appointed by the American Arbitration Association from its qualified panel of arbitrators, with similar qualifications. If the Port or Tenant shall fail to so appoint an arbitrator for a period of ten (10) days after written notice from the other party to make such appointment, then such party will have defaulted its right to make such appointment, and the arbitrator appointed by the non-defaulting party shall determine and resolve the dispute. In the event the three arbitrators are appointed, after being duly sworn to perform their duties with impartiality and fidelity, they shall proceed to determine the question submitted. The decision of the arbitrators shall be rendered within thirty (30) days after their appointment, and such decision shall be in writing, with copies thereof delivered to each of the parties. The award of the arbitrators shall be final, binding, and conclusive on the parties. The fees of the arbitrators and the expenses incident to the proceedings shall be borne equally between the Port and Tenant. The arbitrators shall award to the prevailing party the fees of that party's counsel, expert witnesses, or other witnesses called by the prevailing party.

37. JOINT AND SEVERAL LIABILITY.

Each and every party who signs this Lease, other than in a representative capacity, as Tenant, shall be jointly and severally liable hereunder.

38. INVALIDITY OF PARTICULAR PROVISIONS.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

39. NOTICES.

All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by certified mail, return receipt requested, to the following addresses:

To the Port:
Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501

To the Tenant:
Robby Ray Rutledge
302 93rd Avenue
Olympia, WA 98501

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices given by personal delivery shall be deemed given upon receipt. Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

40. WAIVER.

The acceptance of rental by the Port for any period or periods after a default by Tenant hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Tenant in writing. No waiver by the Port of any default hereunder by Tenant shall be construed to be or act as a waiver of any subsequent default by Tenant. After any default shall have been cured by Tenant, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Paragraph 22, **DEFAULTS**.

41. BINDER.

Subject to Paragraph 25, **ASSIGNMENT OR SUBLEASE** above, this Lease is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns.

42. NO RECORDING.

Without the prior written consent of the Port, this Lease shall not be placed of record.

43. REAL ESTATE COMMISSIONS AND FEES.

Any real estate commissions or fees related to this Lease, and claims related thereto, shall be handled in accordance with **Paragraph 1, LEASE SUMMARY** above.

LESSOR:
PORT OF OLYMPIA

TENANT:
RUTLEDGE CORN MAZE, LLC

By: _____
Alexandra K. Smith
Executive Director

By: _____
Robby Rutledge
General Manager

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **ALEXANDRA K. SMITH** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Executive Director of the Port of Olympia, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this _____ day of _____, 2025.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **ROBBY RUTLEDGE**, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the General Manager of Rutledge Corn Maze, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this _____ day of _____, 2025.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

RATIFICATION

This **Lease** shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on Page 1. This Lease shall be effective and binding on the parties until such time (and thereafter if ratified), the Executive Director having the authority to sign this Lease and bind the Port to all of its material terms. If this Lease is not ratified, it shall terminate and be of no further force and effect.

The undersigned confirms that this Lease was ratified by the Port of Olympia Commission on _____, 2025.

Port of Olympia Commission

By: _____

Its: _____

Date: _____

STATE OF WASHINGTON)

) ss

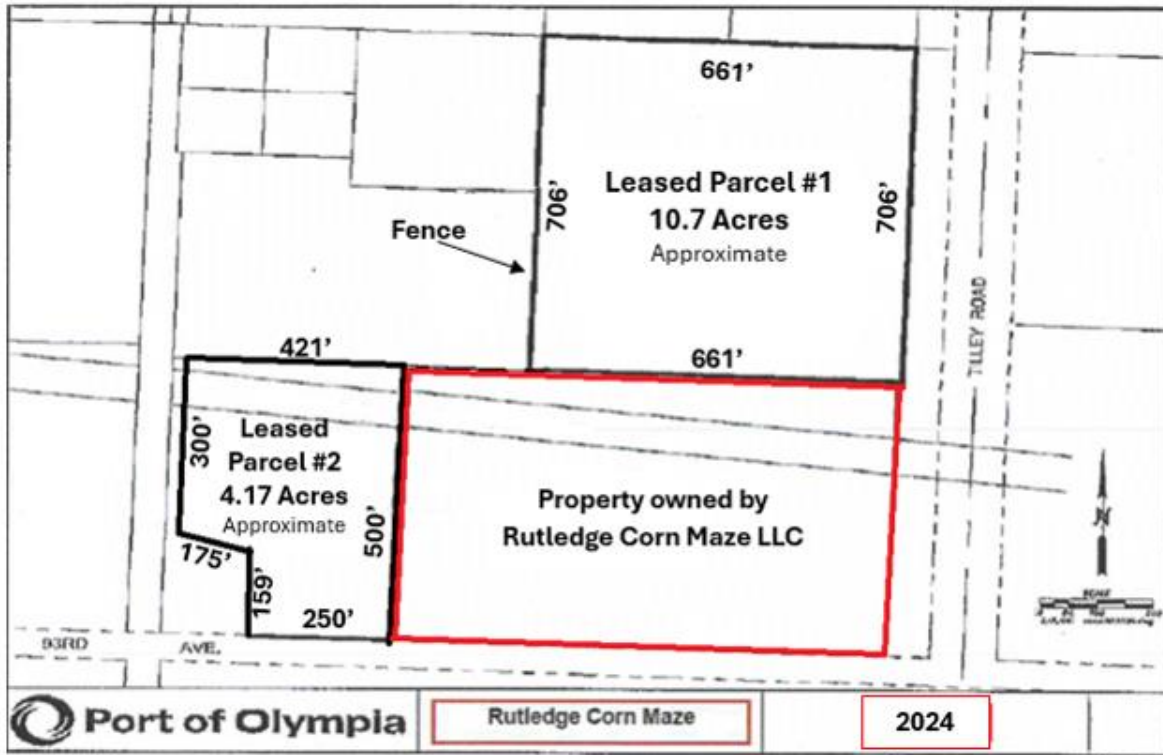
COUNTY OF THURSTON)

On this _____ day of _____, 2025, personally appeared before me _____, to me known to be the President of the Port of Olympia Commission, the municipal corporation named in the within and foregoing **Lease Agreement**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires: _____

**EXHIBIT A
PREMISES**



*Drawing not to scale *Measurements are approximate

EXHIBIT B
REQUIREMENTS AS TO IMPROVEMENTS

These conditions relating to improvements in this Exhibit "B" shall control unless the Port and Tenant have otherwise separately agreed to more specific time periods for production and coordination of drawings, financing and commencement of construction. In the event such additional documentation becomes a part of this Lease, then the time periods set forth in such documents shall be logically coordinated, the intent being that the shorter time periods should control the parties' respective performances.

1. PORT APPROVAL OF TENANT IMPROVEMENTS.

As used herein, the terms "improvements" or "structures" shall mean and include without limitation all permanent buildings, and all other major structures or improvements of any kind located above the ground level of any site, plus any replacements, additions, repairs or alterations thereto. No improvement shall be constructed or maintained on the Premises until the Port has first approved the design, density, size, appearance and location thereof. Before commencing any work of improvement or applying for any governmental permit or approval, Tenant shall first deliver to the Port for approval two (2) sets of schematic plans and preliminary specifications, including grading and drainage plans, exterior elevations, floor plans, site plans, and showing in reasonable detail existing topography and proposed type of use, size, land coverage, shape, height, location, material and elevation of each proposed improvement, all proposed ingress and egress to public or private streets or roads, all utilities and service connections, and all proposed landscaping, exterior materials and fences, parking, exterior lighting, signs, cut and fill, finished grade, runoff and concentration points. Nothing in this paragraph shall imply a submission standard higher than that required for a building permit, except as it relates to land use(s), utilities, infrastructure and impact upon adjoining properties and use(s) of adjoining properties.

The Port shall then have twenty (20) days during which to accept and approve or reject such preliminary plans and specifications. Once the preliminary plans and specifications have been approved, but prior to commencing any such work, Tenant shall submit to the Port for approval of final plans and specifications for any proposed improvements in the same manner as provided above.

All plans and specifications for grading or improvements to be submitted to the Port hereunder shall be prepared by a licensed or registered architect or engineer, as the case may be. All grading, piling, footing and foundation work must be conducted under the supervision of an appropriate licensed engineer. At the Port's option, a final certification by a licensed soils engineer or geologist must be filed with the Port upon completion of the grading work. The Port shall not unreasonably withhold its approval of any such plans or specifications.

The Port shall be conclusively deemed to have given its approval unless, within thirty (30) days after all such plans and specifications have been received by the Port, the Port shall give Tenant written notice of each item of which the Port disapproves. Unless so disapproved, the Port shall endorse its approval on at least one set of plans and return the same to Tenant. The Port may disapprove any plans which are not in harmony or conformity with other existing or proposed improvements on or in the vicinity of the Premises, or with the Port Master Plan or other plans or criteria for the Premises in the general area in which the Premises are located, the sole discretion as to such adequacy remaining with the Port. Notwithstanding the foregoing, Tenant may, in accordance with the lease, repair, replace, alter or reconstruct any improvement on the Premises for which plans were previously approved by the Port as provided above, but only if such repair, replacement, alteration or reconstruction is substantially identical to the improvement previously approved.

Concerning utility installations, Tenant, at Tenant's sole cost, including any connection fees, assessments or changes, shall be responsible for the installation on the Premises of all utilities required by

Tenant's use of the Premises, assuming such utility services are available to the Premises. Any contractual arrangements with any municipal supplier with respect to the improvements or utility installation shall not be entered into by Tenant without first obtaining the Port's approval. In the event that such utility services are not readily available at the Premises, Tenant, at Tenant's sole cost, shall pay for the extension of such utilities to the Premises.

The Port shall not be liable for any damages in connection with the approval or disapproval of any plans or specifications, any construction or performance by Tenant on the Premises in connection with the erection of such improvements, any mistake in judgment, negligence or omissions in exercising its rights and responsibilities hereunder, or the enforcement or failure to enforce any provisions contained in the Lease. The Port's approval of plans and specifications shall not constitute the assumption of any responsibility by the Port or its representatives for the accuracy, efficacy or sufficiency thereof, and Tenant shall be solely responsible therefor.

2. CERTIFICATES OF COMPLIANCE.

Tenant shall obtain all necessary permits and shall send copies of same to the Port, as well as copies of Certificates of Completion/Occupancy associated with such permits and pay the cost thereof. Prior to commencement of any such work of improvements, Tenant shall supply to the Port a certificate from a licensed civil engineer or land surveyor verifying that the appropriate subdivision or binding site plan approval has been obtained, and that the proposed improvements will be located on the correct parcel and in accordance with plans previously approved by the Port. The Port may waive such requirement if the Port has already surveyed the proposed Premises. Upon completion of any such improvements, Tenant shall supply to the Port a further certification by Tenant's architect (including the landscape architect in the case of improvements consisting of landscaping) that the improvements, as designed by the architect, have been completed in accordance with the plans previously approved by the Port. Final landscaping as approved by the Port shall be completed within sixty (60) days after completion of the structure. Tenant shall also supply to the Port one (1) set of "as-built" grading plans showing all underground installations within sixty (60) days following completion of any substantial improvement within the Premises. Tenant shall also furnish the Port with a complete set of "as-built" building plans and an itemized statement of the actual construction cost of such improvements, not later than sixty (60) days after completion.

3. DILIGENT COMPLETION AND COMPLIANCE.

After commencement of construction, Tenant shall diligently complete the construction so that the improvements will not remain in a partly finished condition any longer than is reasonably necessary. Tenant shall comply with all applicable governmental laws, ordinances and other requirements or conditions and restrictions which may affect the Premises, (whether prior to, during or after construction) including, without limitation, the Americans With Disabilities Act, and shall make such corrections, alterations or other improvements which may be necessary to remedy any non-complying condition (subject to the reasonable approval of the Port), all at the sole cost and expense of Tenant.

EXHIBIT C
LESSOR'S CONSENT AND AGREEMENT
(For Financing Purposes)

Description of Ground Lease.

| | |
|--------------|---|
| "Lessor" | The Port of Olympia |
| "Tenant" | _____ |
| "Lease": | Ground Lease dated _____ |
| "Leasehold": | Tenant's interest in the Lease and all Leasehold Improvements |
| "Lender(s)": | _____ _____ _____ _____ |

NOW, THEREFORE, Lessor represents, warrants, covenants and agrees as follows:

1. **Consents.** Lessor hereby consents to the assignment of Tenant's interest in the Leasehold to Lender for security purposes under the Lender's Deed of Trust upon closing of the loan. Herein the term "Deed of Trust" shall mean the Lender's Deed of Trust as may be applicable and the "Lender" shall mean _____, as its/their interests appear in the Deed of Trust.

2. **Status of Lease.** A true and correct copy of the Lease, together with all amendments, supplements, and modifications thereto, is attached as Schedule A to this Agreement. The Lease is presently in full force and effect, is valid and enforceable according to its terms and has not been modified or amended in any way except as shown on the copy of the Lease attached hereto.

3. **Non-Default.** Tenant is not in default (a) in the payment of rent or any other amounts due and payable by Tenant to Lessor under the Lease or (b) to the knowledge of Lessor, in the observance or performance of any other covenant or condition to be observed or performed by Tenant under the Lease. To the knowledge of Lessor, no event has occurred which now does or hereafter will authorize Lessor to terminate the Lease.

4. **Right to Foreclose Deed of Trust.** Lender recognizes that any Deed of Trust taken by Lender affects and applies only to Tenant's interest in the Leasehold and that Lessor will not permit any security interest to be taken in any of its land. In the event of default by Tenant under the terms of

the Deed of Trust, Lender may enforce or foreclose the Deed of Trust including the acceptance of a Deed in Lieu of Foreclosure. Lessor agrees that in connection with any such foreclosure, Lender may:

a. acquire Tenant's interest in the Leasehold either by Deed in Lieu of Foreclosure or actual foreclosure without further consent of Lessor, subject to the requirements of paragraph 6.4 below.

b. rent the Premises pending foreclosure of the Leasehold by Lender without further consent of Lessor.

c. assign and sell the Leasehold in whole or in part to any person or entity, subject to the requirements set forth in paragraph 6.5 below.

In the event the successful purchaser at the foreclosure sale is a person or entity other than Lender, such purchaser shall not automatically succeed to Tenant's interest in the Leasehold, but must first qualify as an acceptable party as set forth in paragraph 6.5 below and Lender agrees to insert the following language in its Deed of Trust: *"Trustee's and Beneficiary's right to sell/assign the Leasehold interest secured by this Deed of Trust upon foreclosure to any person other than beneficiary, is limited to such person reasonably being approved by the Port of Olympia (or its successors/lessor under the Lease) pursuant to that certain `Lessor's Consent and Agreement` between the Port of Olympia and Beneficiary."*

5. **Surrender of the Premises.** No surrender of the Premises or any other act of Tenant shall be deemed to terminate the Lease and Lessor will not terminate voluntarily by agreement with Tenant unless Lender has been previously notified in writing and has consented to the termination in writing.

6. **Notice of Default and Lender's Rights.**

6.1. **Notice of Default.** If Tenant defaults under the Lease or if any event occurs which would give Lessor the right to terminate, modify, amend or shorten the term of the Lease, Lessor shall take no steps to exercise any right it may have under the Lease without first giving Lender written notice of such default. A copy of each and every Notice of Default served or sent by Lessor or its agent to or upon Tenant pursuant to the Lease shall be sent contemporaneously to Lender in accordance with paragraph 13 below. Such Notice of Default shall specify the event or events of default then outstanding and the time period at the end of which the indicated action would become effective.

6.2. **Termination for Monetary Default.** If the Notice of Default given by Lessor to Lender relates to a monetary default and Tenant has not cured such monetary default within 15 days as provided in the Lease and Tenant's failure to cure results in Lessor desiring to terminate the Lease, Lessor may terminate the Lease if such monetary default is not cured by either Tenant or Lender within twenty (20) days of Lender's receipt of Notice, and kept current thereafter.

6.3. **Termination for Non-Monetary Default.** If the notice given by Lessor to Lender relates to a non-monetary default and Tenant has not cured such non-monetary default within the 30-day period specified in the Lease, Lessor shall take no action to terminate the Lease if:

(a) within 20 days after Lessor's notice to Lender to Tenant's failure to cure (or failure to diligently pursue a cure) Lender notifies Lessor of its intent to realize upon its security interest and commences realization within 60 days thereafter, and diligently pursues realization; and

(b) Lender notifies Lessor that it will assume the Lease when Lender is legally entitled to the ownership and/or possession of Tenant's interests in the Leasehold; and

(c) Lender pays Lessor at time of notification all back rent or other monies or performances due that may be in default up to the date Lender notifies Lessor of Lender's intent and further pays all rent that accrues during the period after Lender so notifies Lessor and completes such other performances that may be required or come due under the Lease.

Lessor shall not terminate the Lease because of Tenant's breach of any term(s) of the Lease relating to the solvency of Tenant or the institution of any bankruptcy, insolvency, receivership or related action by or against tenant as long as Lender cures any default under the Lease by Tenant as provided in this Consent and Agreement.

6.3.1. If the non-monetary default is of a nature which requires immediate abatement as a result of which Lender would not normally pursue realization on the collateral, and Tenant has not taken steps to immediately cure the default, then Lender must take immediate steps to cure such default within ten (10) days of receipt of notice or else the Lessor may terminate the Lease.

6.3.2. Upon termination of the Lease as provided herein, Lender will release its Deed of Trust within fifteen (15) days thereafter.

6.4. **Assumption of the Lease.** If Lender acquires the interest of Tenant at any time or takes possession of the collateral, then Lender shall formally assume the Lease within twenty (20) days thereafter. Failure to so assume the Lease shall give Lessor the right to immediately terminate the Lease.

6.5. **Right to Assign.** Lender shall not have the right to assign its interest in the Leasehold nor in the case of a foreclosure under the Deed of Trust shall the Trustee under the Deed of Trust transfer the Leasehold to any person or entity (other than Lender) without first obtaining the written consent of Lessor for such assignment or transfer, which consent will not be unreasonably withheld or delayed provided that Lender has disclosed to Lessor (a) the identity of the proposed purchaser, assignee or transferee; (b) shown that the purchaser's, assignee's or transferee's credit standing would reasonably be acceptable to a commercially prudent lender; and (c) provided evidence to Lessor that the use of the property by such purchaser, assignee or transferee shall be consistent with the terms of the Lease or Tenant's prior use of the Leasehold. Upon the purchaser's, assignee's or transferee's assumption and agreement to perform and to be bound by all of the terms of the Lease, Lender shall be relieved of further liability under the Lease, however, if Lender finances the purchaser, assignee or transferee, Lender shall again be subject to all the obligations set forth in this Agreement.

7. **Disposition of Insurance and Condemnation Proceeds.** Lessor shall be named as an additional insured under any of Tenant's casualty policies on the Premises to the extent of the interests limited in this paragraph 7. Should the Premises suffer any loss which is covered by casualty insurance, and the insurance proceeds are used to restore any improvements made by Tenant, Lessor agrees that Tenant and Lender shall have the right to such proceeds so long as none of Lessor's property, utilities or other services therein are damaged or such damages are repaired. In the event the Premises are substantially damaged and Tenant's improvements have been repaired, Lessor shall only participate in the insurance proceeds to the extent necessary to repair and restore Lessor's ground and any of Lessor's or Tenant's improvements (excluding buildings and personal property) on or in the ground to the same condition the land was in at the commencement of the Lease, or in the same condition at the time of the casualty. Under the Lease, Lessor has the option of requiring Tenant to demolish the improvements at the end of the Lease term,

or to have Tenant convey title to Lessor Tenant's interests in the Leasehold Improvements. In the event the Premises and the Leasehold are so severely damaged that Tenant's and Lenders' decision is not to repair or restore the Premises, Lessor shall participate in the insurance proceeds to the extent necessary to remove the remainder of the damaged improvements and to restore the Premises and any utilities or other such improvements (excluding rebuilding the improvements or restoring other personal property of Tenant) to the same condition the land was in at the commencement of the Lease, or in the same condition at the time of the casualty. Other than as described herein, Lessor shall have no claim to insurance proceeds or condemnation proceeds that are attributable to Tenant's interest in the Leasehold, nor shall Lender have any interest in Lessor's condemnation proceeds, if any.

8. **Right to Participate in Litigation.** Lender shall have the right to participate in any litigation, arbitration or dispute directly affecting the Premises or the interests of Tenant or Lender therein, including without limitation, any suit, action, arbitration proceeding, condemnation proceeding or insurance claim. Lessor, upon instituting or receiving notice of any such litigation, arbitration or dispute will promptly notify Lender of the same.

9. **Incorporation of Mortgagee Protection Provisions.** To the extent not inconsistent with this Agreement, all provisions of the Lease which by their terms are for the benefit of any leasehold mortgagee, are hereby incorporated herein for the benefit of Lender.

10. **Right to Remove Collateral.** In the event Lender exercises its rights under its collateral and realizes upon the collateral, Lessor agrees that Lender is entitled to remove Tenant's furniture, movable trade fixtures and equipment installed by Tenant from the Premises at any reasonable time and that the collateral shall remain personal property even though the trade fixtures may be affixed to or placed upon the Premises. "Trade fixtures" means the movable personal property of Tenant which is free standing or attached to floors, walls or ceiling, but does not include installed light fixtures, floor coverings, doors, windows, heating, plumbing or electrical systems or components thereof, including any roof-mounted HVAC equipment and/or units thereof, or permanent walls or partitions installed by Tenant. In the event Lender so realizes on its collateral, Lessor waives any right, title, claim, lien or interest in the above trade fixtures by reason of such fixtures being attached to or located on the Premises. Lender shall use reasonable care in removing the trade fixtures from the Premises and shall repair any damage that may result from such removal which shall be completed in accordance with the terms of the Lease.

11. **Interpretation of Agreement.** This Agreement sets forth the complete understanding of Lender with respect to this transaction; may be amended only in writing signed by the party against whom it is sought to be enforced; and, without limiting the generality of the foregoing shall not be deemed modified by any course of dealing. No provision in the Assignment of Tenant's Interest in Lease, Security Agreement and Deed of Trust shall vary, modify or expand the covenants herein contained. In the event of any conflict between the terms of this Agreement and the Lease, this Agreement shall control.

12. In the event of litigation or arbitration between the parties to enforce or interpret this Agreement, the arbitrator, Board of Arbitration or Judge, as may be appropriate, may award the prevailing party in such arbitration or litigation a reasonable attorney's fee not to exceed 20 percent of the amount in controversy, plus costs and costs of collection.

13. **Notices.** All notices, copies of notices, consents or other communications given under this Agreement must be in writing and shall be effective when received. Such communications shall be given in person to an officer of Lender or to Lessor or shall be delivered to one of such persons by registered or certified U.S. mail or by public or private courier or wire service or facsimile transmission

addressed to the parties at their respective addresses set forth below, unless by such notice a different person or address shall have been designated in writing:

If to Lender: _____ (Print)
_____ (Print)
_____ (Print)
_____ (Print)

If to Lessor: Port of Olympia
606 Columbia St. NW, Suite 300
Olympia, Washington 98501

IN WITNESS WHEREOF, Lessor has executed these presents this _____ day of _____, 20__.

LESSOR:

PORT OF OLYMPIA, a Washington Municipal corporation

By: _____

Its: _____

AGREED to this _____ day _____, 20__.

TENANT:

By: _____

Its: _____

AGREED to this _____ day _____, 20__.

LENDER:

By: _____

Its: _____

AGREED to this _____ day _____, 20__.

EXHIBIT A of C
To Lessor's Consent and Agreement (Exhibit C)

Copy of Lease

EXHIBIT "D"

TOXIC, DANGEROUS AND HAZARDOUS SUBSTANCES STORAGE LICENSE

(License required for any material covered by Dangerous Waste Regulations in WAC 173-303 as amended and 40 CFR Part 116-117 as amended, copies are on file in the Port of Olympia offices)

Licensee:

Lease:

Term:

_____ (Not to exceed 1 year.)

Fee:

Insurance:

_____ (The Port must be named insured and entitled notice prior to cancellation.)

Renewable: For life of underlying lease so long as conditions below are met:

1. Facilities approved for installation and use:

2. Preconstruction approvals required:

3. Preoccupancy approvals required:

4. Inspections required:

a. _____

b. At any time the Port has good reason to believe a problem may exist.

c. At a minimum, all tanks shall be pressure tested at least once every five (5) years to assure no loss of product into the environment (air, soil, surface or ground water).

5. Materials authorized for storage:

a. _____

b. Any additional materials require the consent of the Port.

6. Additional terms:

a. The Port Engineer shall have the right to terminate this license at any time and in his own discretion, if the facilities fail to meet all federal, state or local requirements or otherwise pose a hazard of unlawful contamination or pollution and such failures are not cured within thirty (30) days of written notice or such lesser time as appropriate under emergency circumstances.

b. The licensee agrees to bear all costs of construction, operation, maintenance, inspection or repair of the approved facilities and to keep the same in good operating repair during the term of this license, and the cost of any cleanup or other activities required in the event of a spill, leak or other pollution-causing event.

c. The licensee agrees at any time that the approved facilities cease to be subject to a valid license agreement, for any reason, that the licensee shall, at its own cost, remove the facilities and restore the site to its original condition (including removal of all contaminated soils or water).

d. The Port shall have the right to terminate this license upon breach of any term herein or termination of the specified lease. Breach of any term of this license shall constitute a breach of the specified lease.

e. The licensee shall compensate the Port for all costs incurred by reason of any breach of this license.

LICENSEE:

PORT OF OLYMPIA;

By: _____
Title: _____
License Date: _____

By: _____
Title: _____

EXHIBIT “E”

MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES

FOR

THE OLYMPIA REGIONAL AIRPORT

TUMWATER, WASHINGTON

Authority:

RCW 53.08.220 Laws of the State of Washington

FAA Advisory Circular 150/5190-1

Approved: Port of Olympia Commission February 8, 1993

**MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES
FOR
OLYMPIA REGIONAL AIRPORT
TUMWATER, WASHINGTON**

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**MINIMUM STANDARDS AND FEES
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GENERAL

05.35.00 BUSINESS ACTIVITIES: Subject to applicable orders, certificates, or permits of the FAA, or their successors, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities who has not first complied with these Minimum Standards and Rules and Regulations and obtained the consent and all appropriate licenses for such activities from the Port of Olympia.

05.36.00 APPLICATION: Application for leases of ground or facilities on the Airport and/or for a license to carry on any commercial, business or aeronautical activity on the Airport, shall be made to the Airport Manager on the forms prescribed by the Port of Olympia. The Port of Olympia may, if it deems it advisable, have a public hearing upon the application. The Applicant shall submit all information and material necessary, or requested by the Port, to establish that the applicant can qualify and will comply with these Minimum Standards and Rules and Regulations. The application will be signed and submitted by every party owning an interest in the business, those who will be managing the business, or every partner of the partnership, and each director and officer, of a corporation. Original applications will be submitted along with the appropriate application fee as prescribed in the Olympia Regional Airport Fee and Deposit Schedule.

05.36.01 LICENSES: Licenses for commercial, business or aeronautical activity on the Olympia Regional Airport will be valid from the date of issue until Terminated per these Minimum Standards and Rules and Regulations, and or by mutual consent. Application for additional services or operations requires only such information to show compliance with these Minimum Standards and Rules and Regulations pertinent to that license.

05.37.00 ACTION OF APPLICATION: The Port of Olympia may deny an application if, in its opinion, it finds any one or more of the following:

05.37.01 Qualifications: The Applicant, for any reason, does not meet the qualifications, standard, and requirements established by these rules and regulations;

05.37.02 Safety Hazard: The Applicant's proposed operations or construction will create a safety hazard on the Airport;

05.37.03 Expenditures of Port Funds: The granting of the application will require the expenditure of Port funds or the furnishing of labor and/or materials to an operation which will result in a financial loss to the Port;

- 05.37.04 Available Space:** There is no appropriate, adequate, or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application;
- 05.37.05 Airport Lay Out Plan:** The proposed operation or airport development or construction does not comply with the layout plan of the Airport;
- 05.37.06 Adverse Impacts On Existing Businesses:** The development or use of the area requested by the applicant will result in depriving existing licensees of portions of the area in which they are operating or will result in a congestion of aircraft or buildings or will result in unduly interfering with the operations of any existing licensees on the Airport through problems in connection with aircraft traffic or service or preventing free access to the licensee's area;
- 05.37.07 False Information:** Any party applying or interested in the business has supplied the Port of Olympia with any false information or has misrepresented any material fact in his application or in supporting documents or has failed to make full disclosure on his application or in supporting documents;
- 05.37.08 Record of Violation of Rules:** Any party applying or interested in the business has a record of violating these Minimum Standards or Rules and Regulations, or the rules and regulation of any other airport, or any FAA Regulations, or any other rules and regulations applicable to the Airport;
- 05.37.09 Default:** Any party applying, or interested in the business has defaulted in the performance of any lease, or any other agreement with the Port;
- 05.37.10 Credit Report:** Any party applying or interested in the business has a credit report which contains adverse credit information, and does not appear to be a person of satisfactory business responsibility and reputation;
- 05.37.11 Finances:** The applicant does not have, or have access to, the finances necessary to conduct the proposed operation;
- 05.37.12 Protection of Health:** There is a question regarding the protection of the health, welfare, safety, or morals of the inhabitants of Thurston County that would require a denial.
- 05.37.13 Non-Aviation or Non-Profit Use:** Nothing contained herein shall be construed to prohibit the Port of Olympia from granting or denying, for any reason it deems sufficient, an application for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application for use of an area on the Airport for non-profit use.

05.38.00 Supporting Documents: As requested by the Port of Olympia, the applicant shall submit the following documents, together with such other information as may be requested.

Current Financial Statement: A current financial statement prepared by a Certified Public Accountant.

Listing Of Assets: A written listing of assets owned or being purchased that will be used in the business on the Airport.

Credit Information: Any information necessary for the Port to obtain a current credit report for those fields in which the applicant has done business during the past six (6) months.

Authorization From Agencies: A written authorization for the FAA and all aviation or aeronautical commissions, administrators or departments of all states in which the applicant has engaged in aviation business to supply the Port with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases, and discharges as may be requested by these agencies.

05.39.00 AERONAUTICAL SERVICES OR OPERATIONS REQUIRING A LICENSE AND A LEASE: No person shall use the Airport for any of the following activities until such person has applied for and received from the Port of Olympia a license and a lease for said activity or activities and has met the qualifications, standards, and requirements of these Minimum Standards and Rules and Regulations. An applicant for a license to conduct business on Olympia Regional Airport shall specify all services mentioned in this section which the applicant desires to conduct on the Olympia Regional Airport. A licensee shall carry on or conduct only those services for which he qualifies and which are specified in the license granted by the Port of Olympia. Such license shall be displayed at licensee's premises on the Airport.

05.39.01 Aircraft Sales

05.39.02 Aircraft Parts And Accessories Sales

05.39.03 Charter Operations: Which includes, but is not limited to, passenger or air-taxi, freight, or delivery.

05.39.04 Aircraft Rental

05.39.05 Flight Instruction Or Ground Schools

05.39.06 Aviation Maintenance: Which shall include one or more of the following:

- a. Airframe overhaul and repair;
- b. Engine overhaul, repair, and installation;
- c. Instrument repair and installation;
- d. Radio and electrical repair and installation;
- e. Aircraft interior work;
- f. Refinishing and painting;
- g. Other specialties;

05.39.07 Line Services: Which includes one or more of the following:

- a. Supplying fuel, oil, and other fluids;
- b. Interior and exterior cleaning;
- c. In-flight food service;

05.39.08 Aircraft Storage: Inside and/or outside

05.39.09 Airline Services: A certificated airline company providing regularly scheduled passenger service.

05.39.10 Specialized Aeronautical Service: Such as photo work, agriculture spraying, banner towing, etc.

05.39.11 Car Rental:

05.39.12 Bus Shuttle, Parking or Transfer Services, Programs and Major Facilities

05.39.13 Food and Beverage Service:

05.39.14 Non-aeronautical Commercial Activity: Any other wholesale, retail, or service business enterprise.

05.41.00 Minimum Qualifications For Aeronautical Services Or Operations Requiring A License:
In order to qualify for a license for the respective services mentioned in Section 05.39, the licensee shall, in addition to meeting all other requirements and qualifications set out in these

Minimum Standards and Rules and Regulations, meet the following minimum qualifications, and remit the appropriate fees as set forth in the Olympia Regional Airport Fee and Deposit Schedule.

05.41.01 Aircraft Sales: A licensee for aircraft sales shall provide adequate office space and an area on the Airport of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. Licensee shall have and maintain a dealership agreement with the aircraft manufacturer having a national distribution.

05.41.02 Aircraft Parts Sales: A licensee for parts and accessories sales shall provide an adequate sales room, storage facilities, and administrative office space for such operations.

05.41.03 Charter Service Waiting Room: A licensee for charter operations shall provide an adequate waiting room with telephone available to the public and rest room facilities. Space should also be adequate for administrative offices. At least one aircraft based on Olympia Regional Airport must be suitable for such operations. The licensee shall provide adequate space on the Airport for storage, loading and unloading of aircraft that will be used in such charter operations. Charter licensees will provide the Airport Manager with a monthly report on the number of passengers enplaned at Olympia Regional Airport.

05.41.04 Aircraft Rental: A licensee for aircraft rental shall provide a room or other suitable space for flight planning. It shall be equipped with a bulletin board, facilities for flight planning, telephone, restrooms, administrative office space, and shall provide adequate aircraft storage and operating area.

05.41.05 Flight Instruction: A licensee for flight instruction shall provide the same facilities as for aircraft rental. If ground school is to be offered, a classroom shall be provided. Such licensee shall operate and have based on the Airport one or more aircraft suitable for flight instruction.

05.41.06 Maintenance Shop Space: A licensee for maintenance services shall provide a shop building of sufficient size to accommodate at least one twin-engine aircraft together with all tools and equipment. In addition, the licensee shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation for the maintenance service being offered. Such a shop shall be staffed by mechanics and personnel who are qualified and competent, and who have all necessary FAA Certificates. This also will require each shop that is not an approved FAA Repair Station, to have at least one full-time mechanic with FAA inspection authorization.

05.41.07 Line Services: A licensee for line services shall provide and maintain all necessary pumps, tanks, trucks, refueler, fueling islands and other fueling facilities that may be necessary, provided, however, the licensee shall not place or maintain any fueling facility on the Airport, mobile or fixed, which is not previously approved by the Port of Olympia. All Fuel storage tanks shall be provided and installed by the licensee at the airport fuel storage facility provided by the Port of

Olympia. Unattended refuelers shall be parked at the Airport Fuel Storage Facility during non-business hours at the discretion of the Port. The licensee shall not deliver fuel into any aircraft unless the fuel has been placed in a suitable approved filtration tank. There shall be no fueling direct from a common carrier transport truck into refueler without filtration. Licensee shall comply with the current Olympia Regional Airport fire regulations, uniform fire codes, and current FAA fueling rules and regulations, including the record keeping of equipment and fuel inspection logs as described in FAA AC 150/5320-4, "Aircraft Fuel Storage, Handling, and Dispensing on Airports", current edition. Tanks, transfer equipment, and refuelers shall be inspected annually by the City of Tumwater Fire Department, and licensees shall provide copies of these annual inspection reports to the Port. Licensee offering line services shall maintain enough full time uniformed attendants on duty to service aircraft without unreasonable delay during posted hours of operation. The Licensee shall offer night service by having an attendant available who will respond by a telephone call to a telephone number and any charges for this service conspicuously posted at the facility. This information shall also be filed with the Airport Manager. The Licensee shall, at all times, maintain an adequate supply of fuels, oils, and fluids normally called for on this Airport Refueler truck and provide both Avgas and Avjet fuel. The licensee shall operate only in the area leased by them (licensee) and such other areas that the Airport Manager may designate. Each truck shall be appropriately lighted and equipped with a two-way radio for communications with the ATCT. The Licensee must have an area sufficient in size to accommodate the line services and flow of traffic in and out of the line services, parking of serviced aircraft, and aircraft to be serviced.

Licensees shall provide training for their employees in spill response procedures, shall be fully knowledgeable of the Port's Hazardous materials Management Plan and Spill Prevention and Control Plan, and shall maintain copies of the Port's Hazardous Materials Management Plan and Spill prevention and Control Plan at their facilities. All mobile fuel trucks shall be equipped with spill cleanup kits of fuel absorbent materials, temporary dams, and other spill cleanup materials to the satisfaction of the Port.

05.41.08 Aircraft Storage: A Licensee for outside aircraft storage must be licensed to supply at least one other licensed service in addition to the qualifications therefore and shall have sufficient area to accommodate the aircraft to be stored. The area will be kept maintained or surfaced. Secure aircraft anchors will be provided. Current rates for this service will be filed with the Airport Manager. The Port retains the right for inside aircraft storage other than aircraft operated by the Licensee.

05.41.09 Airline Service: A Licensee shall provide least the following:

- a. Fly published scheduled operations at published rates.
- b. Establish, man, and operate an adequate facility at the airport that has:
 1. A ticket counter manned in such a manner as to provide proper service before and after each flight.

2. Reservation service, handled in such a way as to prevent over booking and provide interline reservations.
3. Baggage handling service, including airline interchange.
4. Passenger interchange service with other airlines operating at Olympia Regional Airport.
5. Adequate passenger lounge area with access to restrooms and telephone.
6. A monthly report of operations at Olympia Regional Airport as to the number of landings, type aircraft, number of passengers enplaned, and pounds of freight provided to the Port of Olympia.

05.41.10 Specialized Aeronautical Services: Any specialized services not covered in the above categories or section 05.39.10 shall meet such requirements as may be prescribed by the Port of Olympia for the conduct of safe and business like operation at the Olympia Regional Airport and shall provide liability insurance as required by the Port of Olympia.

05.41.11 Car Rental: A licensee for car rental shall have adequate facilities for such services.

05.41.12 Food and Beverage Service: A license for food and beverage service shall have adequate facilities and meet all state and county laws pertaining to such facilities.

05.41.13 Non-aeronautical Commercial Activity: Any other wholesale, retail, or service business enterprise.

**GENERAL RULES AND REGULATIONS
FOR AIRPORT LICENSEES**

05.42.00 General Rules: The following general rules apply to all licensees.

05.42.01 Assignments of License: No right, privilege, permit or license to the business on the Airport or any lease of any area of the Airport shall be assigned, sublet, sold or otherwise transferred or conveyed in whole or in part without the prior consent of the Port of Olympia which may be withheld in its sole discretion.

05.42.02 Port of Olympia Written Approval For Leases of Land Or Facilities: Leases for facilities and/or land requires written approval by the Port of Olympia. Any required construction shall meet the Standards of Development, Thurston County Airdustrial Center. No buildings, structures, tie downs, ramps, paving, taxi areas, or any other improvement or addition shall be placed or constructed on the Airport or altered or removed without the prior approval by the Port of Olympia. In the event of any construction, the Port of Olympia may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance to the Port of Olympia's approval.

05.42.03 Authorized Operations Area: No person authorized to operate or conduct any business activities on the Airport shall conduct any business or activity in any area except as specified by the Port of Olympia, or the Airport Manager, or in applicable lease or rental agreements.

05.42.04 Business Personnel: The Licensee shall employ adequate and competent personnel. Personnel positions which require certification by the FAA will not be filled other than by individuals who have such certification which is both valid and current. The Licensee shall ensure that personnel have received proper training for their duty assignments, including the operation of necessary equipment.

05.42.05 Working Hours: Licensees shall be staffed and open for business as is customary for the trade and the area. Licensees will post their hours of operation conspicuously at their premises.

05.42.06 Copies of Appropriate Certificates and Permits: Any operation that requires an FAA, or any other current permit, will provide current copies to the Airport Manager.

05.42.07 Business Name and Signs: No Licensee shall conduct business operations on the Airport under a business name the same as or deceptively similar to the business name of any Licensee previously established on the Airport. Each Licensee shall be identified by a sign or signs at one's facility, and must meet the City of Tumwater sign code as well as be approved by the Port Manager. Signs which are no longer appropriate, due to a change in service, product line, or other reason, shall be removed by the Licensee.

- 05.42.08 Liability Requirements:** Licensee agrees to indemnify, defend, and save the Port of Olympia, its authorized agents, officers, representatives, and employees harmless from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal, or in equity, which arising directly or indirectly out of acts or omissions of the Licensee, his agents, employees, servants, guests, or business visitors.
- 05.42.09 Liability Insurance:** To guarantee performance of the paragraph above, the Licensee shall secure public liability and property damage insurance on which the Port of Olympia shall be named as an additionally named insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements, or business licenses, or renewals or extension thereof for a period of not less than ninety (90) days after termination. Such policies shall be for the amount as prescribed by the Port of Olympia. Copies of all such policies of insurance shall be delivered to the Port of Olympia and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation of the Licensee's liability to the Port, and if the Port of Olympia, or any of its authorized agents, officers, representatives, or employees become liable for an amount in excess of the insurance, the Licensee will save and hold them harmless for the whole thereof.
- 05.42.10 No Discrimination:** The Licensee agrees that it will not discriminate in any respect against any person because of race, creed, color, sex, or national origin.
- 05.42.11 No Discrimination In Service:** The Licensee shall furnish all services authorized or licensed by the Port of Olympia on a fair, equal, and non-discriminatory basis to all users thereof, and shall charge fair, reasonable, and non-discriminatory prices for each unit or service; provided that the Licensee may make reasonable non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
- 05.42.12 Cooperation With Airport Management:** The Licensee shall cooperate with the Airport Manager in operation and control of the Airport. The Licensee shall do all things reasonable to advance or promote the Olympia Regional Airport and aeronautical activities thereon, and to develop the Airport into an attractive, efficient, and modern Airport.
- 05.42.13 Snow, Ice, and Weed Removal:** The Licensee shall be responsible for the removal of snow, and ice, from all his/her leased areas and areas in which he/she is authorized to operate. The Licensee shall keep leased areas, and areas in which he/she operates, free and clear of all weeds, rocks, debris, and other material which could cause damage to aircraft, buildings, persons, or property as the result of aircraft engine operation. The Port may, at the request of the operator, and at the discretion of the Airport Manager, assist the Licensee in snow, ice, and weed removal, provided such operator shall assume the liability of the Port's actions in this regard, and shall indemnify and hold the Port, its officers, agents, and employees harmless from all liability in connection with all things done by the Port pursuant hereto and in connection with such snow, ice, and weed removal.
- 05.42.14 Monthly Reporting:** In addition, to any other reports called for in these Minimum Standards and Rules and Regulations, the Licensees may be required to report monthly to the Airport

Manager the dollar volume of business in each category they are licensed for in such format as the Port may request. Those licensed for aircraft storage will also report the number of customers' aircraft stored. Licensees for line service will report the gallons of fuel sold. Licensees basing aircraft on the Airport and/or offering aircraft storage will file annually with the Airport Manager the following information on each aircraft: registration number, make and model, and the owner's name and address. Business reports required under this section are for the Port's administrative use only in connection with these Rules and Regulations and will, to the extent permitted by law, remain confidential. Reports will be filed on forms provided by the Port of Olympia Regional Airport.

05.42.15 Inspection By The Port: To the extent necessary to protect the rights and interests of the Port of Olympia, or to investigate compliance with the terms of these Rules and Regulation, Minimum Standards, and the Airport Manager, any employee of the Port of Olympia, and any other agent of the Port shall have the right to inspect, at all reasonable times, all Airport premises, together with all structures or improvements, and all aircraft, records and books, equipment, and all licenses, and registrations.

TERMINATION

05.43.00 Termination: A license may be terminated for any of the following:

05.43.01 Licensee Request: The Licensee may terminate by written request.

05.43.02 Making Assignment: The making by the licensee of any general assignment for the benefit of creditors without the written consent of the Port of Olympia.

05.43.03 Discontinuance Or Abandonment: The abandonment or discontinuance of any permitted operation at the Airport by the Licensee or the failure to conduct said operations on a full time basis without the prior written approval of the Port of Olympia.

05.43.04 Default: Failure to promptly pay to the Port, when due, all rents, charges, fees, and other payments which are payable to the Port by the Licensee.

05.43.05 Violation of Rules: A violation of these Minimum Standards Rules and Regulations or any other rules and regulations of the Olympia Regional Airport to which the Licensee is subject.

05.43.06 Violation of Lease Terms: A violation of any lease terms or development standards of the Port of Olympia.

05.43.07 Violation of Laws: Any violation of the laws of the United States or any of its political subdivisions

05.43.08 False Information: Any furnishing of any false information or misrepresentation of any material fact to the Port of Olympia in the application, supporting documents, or in statements to or before the Port of Olympia, or any failure to make full disclosure in the application, or supporting documents, or in statements to or before the Port of Olympia.

05.44.00 In The Event Of Termination: In the event of termination, the Licensee shall cease and desist all operations under the license or licenses affected and such licenses shall be surrendered to the Airport Manager. Should the Licensee fail to do this, the Port of Olympia shall have the right, at once, and without further notice to the Licensee, to enter and take full possession of the space occupied by the Licensee on the Airport by force or otherwise, and with or without further legal process to expel oust and remove any and all parties and any and all goods and chattels not belonging to the Port of Olympia that may be found within or upon the same at the expense of the Licensee and without being liable to prosecution or to any claim for damages therefore. Upon such termination by the Port of Olympia, all rights, powers, and privileges of the Licensee hereunder shall cease and the Licensee shall immediately vacate any space occupied by it under the agreement or any lease or leases and shall make no claim of any kind whatsoever against

the Port of Olympia, its agents, or representatives by reason of such termination or any act incident thereto.

In addition to all other rights and remedies provided in these Minimum Standards and Rules and Regulations, the Port of Olympia shall have any and all other remedies at law or without the necessity of posting bond in equity, including the equitable remedy of injunction, to enforce these rules and regulations.

05.45.00 Waiver of Minimum Standards Provisions: The Port of Olympia may, in its discretion, waive all or any portion of the Minimum Standards and Rules and Regulations for the benefit of any commercial airline, any government, or governmental agency or department, or person performing nonprofit public services to the aircraft industry, or performing air search and rescue operations or performing fire prevention or fire fighting operations.

05.46.00 Port Liability: Nothing contained in these Minimum Standards and Rules and Regulations shall be construed as requiring the Port to maintain, repair, restore, or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God, or other condition or circumstance beyond the control of the Port.

05.47.00 Business Tenants:

05.47.01 Tenant Definition: Such a tenant is any person leasing property on the Airport for an aircraft for his/her exclusive use and who is not a licensed operator. Such a tenant may hangar his/her aircraft on his leased property, such property to be improved under the terms approved by the Port of Olympia.

05.47.02 Work By Business Tenants: A business tenant may perform services that he may choose to perform on his own aircraft with his own employees. He/she may not hire vendors of services, parts, or fuel from off airport premises to perform services on the Airport without specific written approval by the Airport Manager.

05.47.03 Reporting Requirements: A tenant availing himself/herself of this section, will file with the Airport Manager an annual report of all employees' names, and the employer's federal registration number.

05.48.00 Government Agreements: During time of war, or national emergency, the Port shall have the right to lease the Airport, or the landing area, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease or agreement executed pursuant thereto, shall be subject to such Government lease and the provisions of the Government lease shall control insofar as they are inconsistent with the said operator's agreement, lease or authority.

Any license, authority, lease, or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Port of Olympia and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

05.49.00 Airport Layout Plan: The Port of Olympia reserves the right to alter and Airport Layout Plan and designate as common use areas such portions of any leased area or areas used by any licensed operator or other person licensed to do business on Olympia Regional Airport as shall be necessary for the development of the Airport or for the flow of aircraft traffic to other areas on the Airport. Leases will be adjusted for such changes.

FEES AND TARIFFS

Any person conducting any of the operations identified in Section 05.39 will register with the Airport Manager and will be subject to the payment of fees to the Port of Olympia as prescribed by the Port of Olympia. This does not prevent the Port of Olympia from entering into contracts with a commercial operator for a different fee and conditions. The Port of Olympia may require, at its discretion, liability insurance for any of these operations.

05.60.00 Fees: All aircraft storage and license fees are as prescribed by the Port of Olympia and are available at the Airport Office.

05.60.01 Payments Due: Fees for aircraft storage, land, and buildings, etc., are due when billed and are considered delinquent by the last day of the month in which the billing takes place.

05.60.02 Application Fees: Fees, if any, for application for license to do business on Olympia Regional Airport are due with the submittal and apply to the original only. Any fixed annual license fees are due before exercising the right granted by the licensee. Fees for fuel flowage, percent of business, etc., are due at the end of the month incurred and delinquent at the end of the following month.

05.60.03 Fuel Flowage Fees: Fuel flowage fees apply to all fuel dispensed at Olympia Regional Airport.

05.60.04 Landing Fees: Landing fees for commercial operations other than licensed fixed based operators will be required under the following circumstances: These fees will not normally apply to aircraft less than 12,500 pounds gross weight originating from another airport and depositing passengers or cargo at Olympia Regional Airport or departing Olympia Regional Airport with the same passengers or cargo on an infrequent and irregular basis, but will apply to any operator or contractor using Olympia Regional Airport as a required base or stopping point for any activity, such as, but not limited to, patrol, aerial photography, bank messenger, etc.

05.60.05 Concession Fees: For non-aeronautical commercial activities, which includes but not limited to any other wholesale, retail, or service business enterprise. Concession fees shall be set by the

Port of Olympia Commission. Such concession fees may be equal to or greater than similar concession fees assessed at Air Carrier and Commercial airports in the State of Washington.



Commission Meeting Minutes Monday, November 25, 2024

Commission President Bob Iyall called the Commission meeting of November 25, 2024, to order at 5:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

Present

Commissioners: Bob Iyall, President; Sarah Tonge, Secretary; Maggie Sanders and Amy Harding.

Attended Virtually: Commissioner Jasmine Vasavada, Vice President.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Warren Hendrickson, Director of Operations; Tad Kopf, Director of Finance; Trisha Miller, Controller; James Sommer, Capital Assets Program Manager; Afsin Yilmaz, Marine Terminal Senior Manager; Chris Paolini, Airport Senior Manager; Taber Lee, Marketing and Communications Senior Manager; Damien Egan, Harbor Senior Manager; Emily Girton, Communications and Outreach Specialist; and Missy Goodell, Executive and Commission Coordinator.

Guests: Joel Hansen, Port of Olympia Citizens Advisory Committee Chair; Quentin Phillips, Destination Waterfront Subcommittee Chair; and Bob Wubbena, Budd Inlet Subcommittee Chair

Executive Session

At 4:00 p.m., Commissioner Bob Iyall, Port of Olympia Commission President, announced that the Commission would recess into a closed Executive Session until 5:15 p.m. to (1) review the performance of an employee (RCW 42.30.110(1)(g)) and to (2) consider the selection of a site or the acquisition of real estate by lease or purchase under RCW 42.30.110(1)(b).

Commissioner Iyall returned the meeting to order at 5:33 p.m. and stated that the Commission was in Executive Session until 5:20 p.m. No decisions were made, and no action was taken.

Approval of Agenda

Commissioner Harding moved to accept the agenda; Commissioner Tonge seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent port activities.

Public Comment

One individual provided public comment.

Consent Calendar

Commissioner Harding moved to approve the consent agenda as presented; Commissioner Sanders seconded the motion. Motion passed unanimously.

Pending Issues or Business

Briefing: Port of Olympia Citizens Advisory Committee (POCAC) Update. Joel Hansen, POCAC Chair, introduced POCAC Subcommittee Chairs who each provided a brief update of the subcommittee work that is being done. Bob Wubbena, Budd Inlet Subcommittee Chair, and Quentin Phillips, Destination Waterfront Subcommittee Chair, each provided an update on their subcommittee's activities.

Briefing: Airport Master Plan Update. Chris Paolini, Airport Senior Manager updated the Commission on the status of the Airport Master Plan Update and the remaining steps needed to complete the project.

Action Calendar

2025 Budget and 2025 Tax Levy Resolutions Adoption. Tad Kopf, Finance Director, presented the 2025 Levy amount and the 2025 Annual Operating Budget for consideration.

Motion: Commissioner Harding moved to adopt Resolution 2024-10, a resolution to adopt the Levy amount of 2025, with is a 4.01% increase over 2024. Commissioner Tonge seconded the motion. Motion passed unanimously.

Motion: Commissioner Harding moved to approve Resolution 2024-09, a resolution of the Port of Olympia Commission authorizing, providing for acceptance, approval, and adoption of the final 2025 Annual Operating Budget including annual User Rates and Fees and Capital Investment Plan pursuant to RCW 53.35.045. Commissioner Sanders seconded the motion. Motion passed unanimously.

Action/Other Calendar

None.

Public Comment on Action/Other Calendar

No public comment was provided.

Advisory Calendar

Marine Terminal Warehouse Purchase Contract. James Sommer, Capital Assets Program Manager, presented information on the contract to purchase a steel frame and fabric-covered warehouse structure to be placed on the Marine Terminal.

Public Comment on Advisory Calendar

No public comment was provided.

Commissioner Reports/Discussion

Each commissioner provided an update on their current activities in the community.

Other Business

Port staff representation on Experience Olympia and Beyond committee was discussed.

Meeting Announcements

Executive Director Alex Smith provided information on upcoming Commission meetings.

Adjournment

The meeting adjourned at 7:42 p.m.

PORT OF OLYMPIA COMMISSION

Bob Iyall, President

Jasmine Vasavada, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Maggie Sanders, Commissioner



Commission Meeting Minutes Monday, December 9, 2024

Commission President Bob Iyall called the Commission meeting of December 9, 2024, to order at 5:31 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

Present

Commissioners: Bob Iyall, President; Jasmine Vasavada, Vice President; Sarah Tonge, Secretary; Maggie Sanders and Amy Harding.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Warren Hendrickson, Director of Operations; Afsin Yilmaz, Marine Terminal Senior Manager; Emily Girton, Communications and Outreach Specialist; and Missy Goodell, Executive and Commission Coordinator.

Approval of Agenda

Commissioner Sanders moved to approve the agenda. Commissioner Harding seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent port activities.

Public Comment

Three individuals provided public comment.

Consent Calendar

Commissioner Harding moved to approve the consent agenda as presented; Commissioner Tonge seconded the motion. Motion passed unanimously.

Pending Issues or Business

None.

Action Calendar

None.

Action/Other Calendar

Port Peninsula Integrated Master Plan – Commission Subcommittee. Alex Smith, Executive Director, presented information regarding the request to authorize the creation of a two-member Commission Port Peninsula Integrated Master Plan Subcommittee. This will provide more in-depth Commission involvement in the process to develop the Port Peninsula Integrated Master Plan ("Master Plan").

Motion: Commissioner Vasavada moved to authorize a two-member Port Peninsula Integrated Master Plan Commission Subcommittee that will provide policy-level input to Port staff and consultants, and serve as a liaison to the Commission and other elected officials. Commissioner Tonge seconded the motion. Motion passed unanimously.'

Motion: It was moved to appoint Commissioner Vasavada and Commissioner Harding to serve on the Port of Olympia Master Plan Subcommittee with Commissioner Tonge appointed as the alternate. Motion passed unanimously.

Public Comment on Action/Other Calendar

Two individuals provided public comment.

Advisory Calendar

Port of Olympia Citizens Advisory Committee (POCAC) Resolution and Member Term Extensions.

Executive Director Alex Smith presented information regarding POCAC member terms and suggested changes to Resolution 2024-08 to provide greater flexibility in the number of terms someone can serve and to identify which POCAC member terms the Commission should extend.

Public Comment on Advisory Calendar

No public comment was given.

Commissioner Reports/Discussion

Each commissioner provided an update on their current activities in the community.

Other Business

None.

Meeting Announcements

Executive Director Alex Smith provided information on upcoming Commission meetings.

Adjournment

The meeting adjourned at 6:19 p.m.

PORT OF OLYMPIA COMMISSION

Bob Iyall, President

Jasmine Vasavada, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Maggie Sanders, Commissioner

DRAFT

COVER MEMO

Briefing Date/Time: January 13, 2025

Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001
Alexs@PortOlympia.com

Subject: POCAC Resolution Amendment and Member Term Extensions

Purpose: Information Only Decision Needed

Overview:

- This presentation is an Action agenda item.

Background:

As indicated at the December 9, 2024 advisory, this agenda item is follow up on the desire of the Port of Olympia Citizens Advisory Committee (POCAC) to allow members to remain on the POCAC longer than six years, and to extend the terms of certain current POCAC members.

POCAC members raised a concern that at least one member wanted to continue serving on the POCAC beyond the two terms allowed by the current Resolution governing POCAC membership (Resolution 2024-08). They also raised a concern that a majority of members' terms were going to expire at the end of this year, which would leave the POCAC unable to continue the work they have underway.

The Commission encouraged the POCAC to work with Port staff on changes to Resolution 2024-08 to address both issues, and a draft Resolution was presented at the December 9th Commission Meeting. Commissioners indicated they wanted one change to the draft Resolution – they want a presumed limit of four three-year terms for any given POCAC member. The attached drafts incorporate that change.

Documents Attached:

- Power Point Presentation;
- Redlined Resolution 2025-02 (proposing amendments to Resolution 2024-08; and a clean version of Resolution 2025-02.
- Current list of POCAC members and their terms.

Staff Recommendation:

Approval of Resolution 2025-02 and extension of the terms of POCAC members whose terms end December 31, 2024.




 **PORT of OLYMPIA**
Serving All of Thurston County

POCAC Resolution and Appointments

Alex Smith
Executive Director
January 13, 2025




1



Today's Presentation

Action Requested

Update to the POCAC Resolution and reappointment of POCAC members



2

Purpose

- The Port of Olympia Citizens Advisory Committee's (POCAC) is governed by Resolution 2024-08.
- That Resolution limits POCAC members to serving two consecutive three-year terms. POCAC members would like the ability to serve more than two terms.
- Current POCAC members' terms were affected by COVID such that they participated on the POCAC for less than a full three years.

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Resolution 2025-02

- Resolution 2025-02 proposes to amend Section 8 of the Resolution (addressing the term of POCAC members) as follows:
 - Changes number of consecutive terms a member can serve from two to four;
 - Gives the Commission discretion to appoint, reappoint or extend the term of POCAC members to address extenuating circumstances.

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Requested POCAC Term Extensions

- COVID Extensions:
 - Position 1 – Joel Hansen, Extend to 12/31/2027
 - Position 2 – Debby Pattin, Extend to 12/31/2025

- New Members:
 - Positions 9, 11, 12, and 14 (James Thornton, Bob Wubben, Quentin Phillips, Sue Patnude), Extend to 12/31/2027

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Suggested Motions

" . . . move to approve Resolution 2025-02, extending the number of consecutive terms POCAC members can serve and giving the Commission authority to appoint, reappoint and extend POCAC member terms in extenuating circumstances."

" . . . move to extend the terms of the POCAC members in Positions 1, 9, 11, 12, and 14 through December 31, 2027; and extend the term of the POCAC member in Position 2 through December 31, 2025."

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Questions and Comments



**2024 Port of Olympia
Citizens Advisory Committee Members and Terms**

| POCAC Member | District | Term |
|-------------------------|-----------------|------------------|
| Joel Hansen | 1 | 1/2020 - 12/2024 |
| Jack Havens | 3 | 1/2024 – 12/2026 |
| Anthony Hemstad | 3 | 1/2023 – 12/2025 |
| Darlene Kemery | 3 | 1/2023 – 12/2025 |
| Don Krug | 1 | 1/2023 – 12/2025 |
| Sue Patnude | 3 | 1/2023 – 12/2024 |
| Debby Pattin | 3 | 1/2028 - 12/2024 |
| Quentin Phillips | 3 | 1/2023 - 12/2024 |
| Tom Szymoniak | 3 | 1/2019 – 12/2024 |
| James Thornton | 2 | 1/2023 – 12/2024 |
| Sheila Wilson | 1 | 1/2024 – 12/2026 |
| Bob Wubbena | 1 | 1/2023 – 12/2024 |

Yellow highlighting indicates POCAC members whose terms end December 31, 2024

PORT OF OLYMPIA COMMISSION
RESOLUTION ~~20254-08~~XX

A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the citizen advisory committee known as the Port of Olympia Citizens Advisory Committee (POCAC) and superseding Resolution 2022-15, 2021-06, 2019-03, 2019-10, ~~and 2023-09, and 2024-08~~

WHEREAS, the Port of Olympia desires to have a citizen advisory POCAC to advise the Port Commission on matters it may wish to assign to the citizen advisory POCAC from time-to-time; and

WHEREAS, this Resolution supersedes Port of Olympia Commission Resolutions 2022-15, 2021-06, 2019-03 and 2019-10.

NOW, THEREFORE, BE IT RESOLVED, after due consideration it is the determination of the Port of Olympia Commission that:

1. The Port of Olympia Citizen Advisory Committee (POCAC):

The Port of Olympia Citizens Advisory Committee (POCAC) is a Committee of citizens selected through an application process as determined by the Port of Olympia Commission (“Port Commission”). The purpose of the POCAC is to provide advice to the Port Commission on tasks as assigned by the Port Commission. The POCAC is the successor of a former Committee referred to as the Planning Advisory Committee.

2. Composition:

The POCAC shall consist of up to 17 members, with no less than 9 members serving as selected by the Port Commission.

3. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward written, unsolicited public input received by POCAC members to the Port’s Communication Manager who will determine how such unsolicited input shall be handled.

The Port shall supply an administrative assistant to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Executive Director or designee and the POCAC.

The Executive Director or a designee of the Executive Director will serve as ex-officio, non-voting member of the POCAC. The Executive Director or designee will provide guidance when requested by the POCAC, and assign Port staff for expertise, if required.

4. Assignments:

The Port Commission will assign tasks to the POCAC, through written request that will include a description of the scope of any assignment.

The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

- a. **Report or White Paper:** This product will help to create an awareness of policy issues among the Port Commission, staff and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission may also choose to produce a supplemental document providing comment on a POCAC report of white paper.
- b. **Policy recommendation:** This product will explain the need for a new policy or modification or amendment to an existing policy to better align Port practices with Port values and focus areas. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration.
- c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget process.
- d. **Advice to Executive Director:** This product serves to provide analysis and suggestions on current Port operations. Should the Port Commission choose, this product may be forwarded to the Executive Director for consideration. After receiving any such product, the Executive Director will report back to the Port Commission within a reasonable timeframe on the feasibility of implementation of suggestions and recommendations.
- e. **Citizen Advisory Committee assignment planning documents and supporting products:** This product allows the POCAC to act on assignments received from the Port Commission, develop project plans to carry out their assignments, and develop necessary materials and products in coordination with the Executive Director or designee. Cost of goods and products must be within the Port's annual budget and coordinated with Executive Director or designee.

5. Scheduled Meetings:

The POCAC will establish a meeting schedule consistent with the time necessary to complete a work plan and the assignment. The chair of the POCAC shall report periodically and no less than once a year to the Port Commission

6. Community Involvement:

The POCAC shall have the authority to solicit public involvement in the frequency and manner at the POCAC's discretion, consistent with work plans developed. The POCAC may request legal assistance through the Executive Director or designee with respect to a particular form of public involvement being considered.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

All of the POCAC's scheduled meetings will be open to the public.

7. Officers and Sub-Committees:

The officers of the POCAC shall be a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The Chair and Vice Chair shall serve no more than two (2) consecutive one-year terms. The Chair and Vice Chair shall be elected by a majority vote of the POCAC members.

The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report may be provided, in writing, or given verbally at a Joint POCAC/Port Commission meeting, a regular Commission business meeting or work session. The Chairperson of the POCAC shall determine the appropriate format for the report.

Each Sub-Committee will select a member to serve as a chair. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meeting and present the final report or presentation to the Port Commission.

8. Terms:

A full term for POCAC members is three years. The POCAC members shall each serve no more than ~~fourtwo~~ (42) consecutive three-year terms for a total of ~~twelvesix~~ (126) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. At its discretion, the Port Commission will decide when it will fill a vacancy of an unexpired term. ~~If four or more member's terms will expire simultaneously, the Port Commission also has the discretion to establish a different schedule for the appointments, or reappoint, or extend the term of POCAC members to prevent simultaneous expirations.~~ members to address extenuating circumstances.

9. Selection of New Members:

The process to select new members will consist of press releases to local media advertising the vacancy, recruitment process, and posted on the Port's website. The interview team will consist of the Port Commission Vice President or that person's designee, the Executive Director or that person's designee, and the incoming Chair of the POCAC. Copies of each application will also be sent to all Port Commissioners for their review.

The Port may use automated tools, such as NEOGOV®, website application, or similar software, to intake and process applications for new POCAC members.

The interview team will interview and evaluate each applicant based on past volunteer activities, private/public work experience, experience or knowledge regarding the Port of Olympia, representation of the five (5) Port Commissioner Districts in Thurston County, and reason(s) for wanting to serve on the POCAC. In making recommendations for appointment, the interview team will strive to maintain at least two members of the POCAC from each of the five (5) Port Commissioner Districts in Thurston County. After completion of all applicant interviews, the Port Commissioner serving on the interview team will recommend the appointment of the new member(s) at a regularly scheduled Port Commission meeting.

10. Approval of Travel and Other Expenses:

The Port Commission will budget annually for unanticipated expenses and travel for POCAC members. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director or designee. All expenses shall be consistent with Port travel and reimbursement policies. Any amount over the annual budget will come back to the Port Commission for approval.

11. Roles, Expectations and Operating Rules:

Members of the POCAC and subcommittees shall adhere to the roles, expectations and operating rules as outlined in “Exhibit A” and “Exhibit B” of this Resolution.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority being present and voting on this Resolution at a regular Port Commission meeting on ~~August 12, 2024~~January 13, 2025, as attested to by the signatures below of the Port Commissioners physically present this ____ day of ~~January~~August 2025~~4~~.

PORT OF OLYMPIA COMMISSION

Bob Iyall, President

Jasmine Vasavada, Vice President

Sarah Tonge, Secretary

Amy Harding

Maggie Sanders

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2025-02**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the
citizen advisory committee known as the Port of Olympia Citizens Advisory
Committee (POCAC) and superseding Resolution 2022-15, 2021-06, 2019-03, 2019-10,
2023-09, and 2024-08**

WHEREAS, the Port of Olympia desires to have a citizen advisory POCAC to advise the Port Commission on matters it may wish to assign to the citizen advisory POCAC from time-to-time; and

WHEREAS, this Resolution supersedes Port of Olympia Commission Resolutions 2022-15, 2021-06, 2019-03 and 2019-10.

NOW, THEREFORE, BE IT RESOLVED, after due consideration it is the determination of the Port of Olympia Commission that:

1. The Port of Olympia Citizen Advisory Committee (POCAC):

The Port of Olympia Citizens Advisory Committee (POCAC) is a Committee of citizens selected through an application process as determined by the Port of Olympia Commission (“Port Commission”). The purpose of the POCAC is to provide advice to the Port Commission on tasks as assigned by the Port Commission. The POCAC is the successor of a former Committee referred to as the Planning Advisory Committee.

2. Composition:

The POCAC shall consist of up to 17 members, with no less than 9 members serving as selected by the Port Commission.

3. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward written, unsolicited public input received by POCAC members to the Port’s Communication Manager who will determine how such unsolicited input shall be handled.

The Port shall supply an administrative assistant to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Executive Director or designee and the POCAC.

The Executive Director or a designee of the Executive Director will serve as ex-officio, non-voting member of the POCAC. The Executive Director or designee will provide guidance when requested by the POCAC, and assign Port staff for expertise, if required.

4. Assignments:

The Port Commission will assign tasks to the POCAC, through written request that will include a description of the scope of any assignment.

The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

- a. **Report or White Paper:** This product will help to create an awareness of policy issues among the Port Commission, staff and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission may also choose to produce a supplemental document providing comment on a POCAC report of white paper.
- b. **Policy recommendation:** This product will explain the need for a new policy or modification or amendment to an existing policy to better align Port practices with Port values and focus areas. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration.
- c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget process.
- d. **Advice to Executive Director:** This product serves to provide analysis and suggestions on current Port operations. Should the Port Commission choose, this product may be forwarded to the Executive Director for consideration. After receiving any such product, the Executive Director will report back to the Port Commission within a reasonable timeframe on the feasibility of implementation of suggestions and recommendations.
- e. **Citizen Advisory Committee assignment planning documents and supporting products:** This product allows the POCAC to act on assignments received from the Port Commission, develop project plans to carry out their assignments, and develop necessary materials and products in coordination with the Executive Director or designee. Cost of goods and products must be within the Port's annual budget and coordinated with Executive Director or designee.

5. Scheduled Meetings:

The POCAC will establish a meeting schedule consistent with the time necessary to complete a work plan and the assignment. The chair of the POCAC shall report periodically and no less than once a year to the Port Commission

6. Community Involvement:

The POCAC shall have the authority to solicit public involvement in the frequency and manner at the POCAC's discretion, consistent with work plans developed. The POCAC may request legal assistance through the Executive Director or designee with respect to a particular form of public involvement being considered.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

All of the POCAC's scheduled meetings will be open to the public.

7. Officers and Sub-Committees:

The officers of the POCAC shall be a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The Chair and Vice Chair shall serve no more than two (2) consecutive one-year terms. The Chair and Vice Chair shall be elected by a majority vote of the POCAC members.

The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report may be provided, in writing, or given verbally at a Joint POCAC/Port Commission meeting, a regular Commission business meeting or work session. The Chairperson of the POCAC shall determine the appropriate format for the report.

Each Sub-Committee will select a member to serve as a chair. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meeting and present the final report or presentation to the Port Commission.

8. Terms:

A full term for POCAC members is three years. The POCAC members shall each serve no more than four (4) consecutive three-year terms for a total of twelve (12) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. At its discretion, the Port Commission will decide when it will fill a vacancy of an unexpired term. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

9. Selection of New Members:

The process to select new members will consist of press releases to local media advertising the vacancy, recruitment process, and posted on the Port's website. The interview team will consist of the Port Commission Vice President or that person's designee, the Executive Director or that person's designee, and the incoming Chair of the POCAC. Copies of each application will also be sent to all Port Commissioners for their review.

The Port may use automated tools, such as NEOGOV®, website application, or similar software, to intake and process applications for new POCAC members.

The interview team will interview and evaluate each applicant based on past volunteer activities, private/public work experience, experience or knowledge regarding the Port of Olympia, representation of the five (5) Port Commissioner Districts in Thurston County, and reason(s) for wanting to serve on the POCAC. In making recommendations for appointment, the interview team will strive to maintain at least two members of the POCAC from each of the five (5) Port Commissioner Districts in Thurston County. After completion of all applicant interviews, the Port Commissioner serving on the interview team will recommend the appointment of the new member(s) at a regularly scheduled Port Commission meeting.

10. Approval of Travel and Other Expenses:

The Port Commission will budget annually for unanticipated expenses and travel for POCAC members. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director or designee. All expenses shall be consistent with Port travel and reimbursement policies. Any amount over the annual budget will come back to the Port Commission for approval.

11. Roles, Expectations and Operating Rules:

Members of the POCAC and subcommittees shall adhere to the roles, expectations and operating rules as outlined in “Exhibit A” and “Exhibit B” of this Resolution.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority being present and voting on this Resolution at a regular Port Commission meeting on January 13, 2025, as attested to by the signatures below of the Port Commissioners physically present this ____ day of January 2025.

PORT OF OLYMPIA COMMISSION

Bob Iyall, President

Jasmine Vasavada, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Maggie Sanders, Commissioner

COVER MEMO

Briefing Date/Time: January 13, 2025

Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001,
alexs@portolympia.com

Subject: Resolution 2025-01 Surplus Property Disposal Dollar Limit

Purpose: Information Only Decision Needed

Background/Overview:

RCW 53.08.090 authorizes a port commission to sell and convey its personal and real property through two different methods. The primary determining factor for which method to use is a dollar value threshold of the property to be sold and conveyed, with higher valued items requiring more individual scrutiny and additional, specific actions by the Commission. The dollar value limit is set on an annual basis by a Resolution that also authorizes the Executive Director to sell and convey property below that value after providing the Commission with an itemized list of the items and certifying that everything on the list is below the value established.

The RCW sets the initial dollar value threshold for individual items and adjusts the figure annually based on an inflationary factor. For calendar year 2025, the calculated dollar value threshold as established by the Washington State Department of Revenue is \$22,830.00.

The Port of Olympia's *Surplus Property Policy #125* further restricts the property to be sold under the authorization of the annual dollar limit value to only *personal* property, specifically excluding *real* property from being disposed of through this annual process. Staff will be compiling the list of personal property under the proposed value of \$22,830.00, and will be presenting the list, and the Executive Director's written certification that listed items are no longer needed for Port purposes, to the Commission later this year, likely within the first calendar quarter.

Documents Attached:

Resolution 2025-01 Surplus Property Disposal Dollar Limit

PowerPoint Presentation

Staff Recommendation:

Staff recommends the Commission adopt Resolution 2025-01 Surplus Property Disposal Dollar Limit, after due consideration.



Resolution 2025-01 Surplus Property Disposal

Alex Smith
Executive Director
January 13, 2025

1



Today's Presentation

Action/Other Item – Approval Requested

- Approval of the annual surplus property dollar value limit.



2

Background

Surplus Property Dollar Value Limit

- "Property" is anything owned by the Port.
- RCW 53.08.090 – Allows the Commission to annually authorize the Executive Director to sell and convey port property below a stated value limit.
- The 2024 Surplus Property Dollar Value Limit was **\$22,000**.
- Per statute, the Department of Revenue annually adjusts the limit.



3



3

Background (cont'd)

Surplus Property Dollar Value Limit

- The Department of Revenue determined the 2025 Surplus Property Dollar Value Limit is **\$22,830**.
- Per Port policy, prior to disposing of property, an itemized list of the eligible property is prepared.
- The list is sent to the Executive Director for certification.
- The Commission is notified that the listed property is no longer needed for Port District purposes.



4



4

Background (cont'd)

Surplus Property Dollar Value Limit

- Does NOT apply to the following:
 - Port property above the value limit;
 - Port real property (i.e. land).



5

5

Questions and Comments

Suggested Motion...

"...move to approve Resolution 2025-01, authorizing the Executive Director to, in calendar year 2025, dispose of individual items of surplus Port personal property valued less than \$22,830."

6

6

**PORT OF OLYMPIA COMMISSION
Resolution 2025-01**

**A resolution of the Port of Olympia Commission for the calendar year 2025
authorizing the Executive Director to dispose of surplus Port District personal property
of less than \$22,830 in individual value, in accordance with RCW 53.08.090,
and repealing and superseding Resolution 2024-01.**

BE IT HEREBY RESOLVED that the Port of Olympia Commission authorizes the Executive Director, in accordance with RCW 53.08.090, to surplus and dispose of Port District personal property that has an individual value not exceeding **\$22,830** based on the Executive Director's estimate of the fair market value of the property. Disposal may take place either through public or private sale, destruction, or contribution to another public agency or to a charitable organization qualified under section 501(c)(3) of the Internal Revenue Code. The Executive Director shall itemize and list the property disposed of and shall make written certification to the Commission that the listed property is no longer needed for Port District purposes.

BE IT FURTHER RESOLVED that while RCW 53.08.090 allows this delegation to extend to Port real property, Port real property is specifically excluded from this authorization. The declaration of any Port District real property as surplus requires approval by the Port Commission.

BE IT FURTHER RESOLVED that by this adoption, the Commission repeals and supersedes Resolution 2024-01.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority being present and voting on this Resolution at a regular Commission meeting on January 13, 2025, as attested to by the signatures below of the Commissioners present this 13th day of January 2025.

PORT OF OLYMPIA COMMISSION

Bob Iyall, President

Jasmine Vasavada, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Maggie Sanders, Commissioner

COVER MEMO

Briefing Date/Time: January 13, 2025

Staff Contact/Title: Alex Smith, Executive Director, (360) 528-8001
alexs@portolympia.com

Subject: Annual Commission Meeting Schedule

Purpose: Information Only Decision Needed

Background/Overview:

Consistent with Article IV, Section A of the Rules Resolution, the Commission is to adopt a calendar of its regular meetings at the first meeting of the year or as soon as possible. Attached is a proposed annual Commission meeting schedule identifying the regular meetings and work sessions for 2025.

- Regular meetings: Second and fourth Mondays of every month.
- Work sessions: Third Monday of every month
- Exceptions: The meeting or work session is a holiday; August and December are scheduled for one regular meeting on the second Monday.

For the January 21st Commission Work Session, Port staff has crafted proposed amendments to the Commission Rules Resolution to streamline meetings and allow for more effective staff response to public comments. We have also included a proposal to reduce the number of Commission regular business meetings per month. If the Commission wishes to pursue that, an amended Commission Schedule can be brought to the January 27th Commission meeting for review and approval.

Documents Attached:

- 2025 Commission Meeting Schedule PDF
- PowerPoint Presentation

Staff Recommendation:

Staff recommends the Commission review and adopt the 2025 Commission Schedule to maintain continuity of meetings.




PORT of OLYMPIA
Serving All of Thurston County

Annual Commission Meeting Schedule

Alex Smith
Executive Director
January 13, 2025

1



Today's Presentation

Action/Other, Action Requested

- Adopt the 2025 regular meeting and work session schedule.
- Ensures the schedule is transparent and predictable for the public and Commission.
- Identifies dates that accommodate holiday schedules.

2



Overview of Schedule

Detailed Outline in Meeting Materials

- **Regular meetings:** Second and fourth Mondays of every month.
- **Work sessions:** Third Monday of every month.
- **Exceptions:** Mondays that are holidays; August and December only include one regular meeting on the second Monday of the month.


3

3

Questions and Suggested Motion

"...I move to approve the 2025 Commission Meeting Schedule as presented."

4



4



Board of Commissioners
2025 Commission Meeting Schedule

Regular Meetings are scheduled on the second and fourth Monday at 5:30 PM except as specifically identified below.
Work Sessions are scheduled on the third Monday at 3:30 PM except as specifically identified below.

January

Monday, January 13, Commission Meeting
Tuesday, January 21, Work Session
Monday, January 27, Commission Meeting

February

Monday, February 10, Commission Meeting
Tuesday, February 18, Work Session
Monday, February 24, Commission Meeting

March

Monday, March 10, Commission Meeting
Monday, March 17, Work Session
Monday, March 24, Commission Meeting

April

Monday, April 14, Commission Meeting
Monday, April 21, Work Session
Monday, April 28, Commission Meeting

May

Monday, May 12, Commission Meeting
Monday, May 19, Work Session
Tuesday, May 27, Commission Meeting

June

Monday, June 9, Commission Meeting
Monday, June 16, Work Session
Monday, June 23, Commission Meeting

July

Monday, July 14, Commission Meeting
Monday, July 21, Work Session
Monday, July 28, Commission Meeting

August

Monday, August 11, Commission Meeting

September

Monday, September 8, Commission Meeting
Monday, September 15, Work Session
Monday, September 22, Commission Meeting

October

Monday, October 13, Commission Meeting
Monday, October 20, Work Session
Monday, October 27, Commission Meeting

November

Monday, November 10, Commission Meeting
Monday, November 17, Work Session
Monday, November 24, Commission Meeting

December

Monday, December 8, Commission Meeting

COVER MEMO

Briefing Date/Time: January 13, 2025
Staff Contact/Title: Alex Smith, (360) 528-8001, alexs@portolympia.com
Subject: Election of Officers
Purpose: Information Only Decision Needed

Background/Overview:

The Commission elects officers at the first meeting of each year for that calendar year. The appointments are effective immediately and continue until the first meeting of the following year. The appointments to be filled include: Commission President, Commission Vice President, and Commission Secretary.

As outlined in the Commission’s Rules Resolution, the President presides over all meetings, signs documents on behalf of the Commission, and meets with the Executive Director to review agendas. The Vice President carries out the President’s duties during his/her absence, as needed. The Secretary ensures the minutes, motions, and resolutions adopted by the Commission are recorded.

In 2024, the officers were as follows:

Commission President – Bob Iyall

Commission Vice President – Jasmine Vasavada

Commission Secretary – Sarah Tonge

Documents Attached:

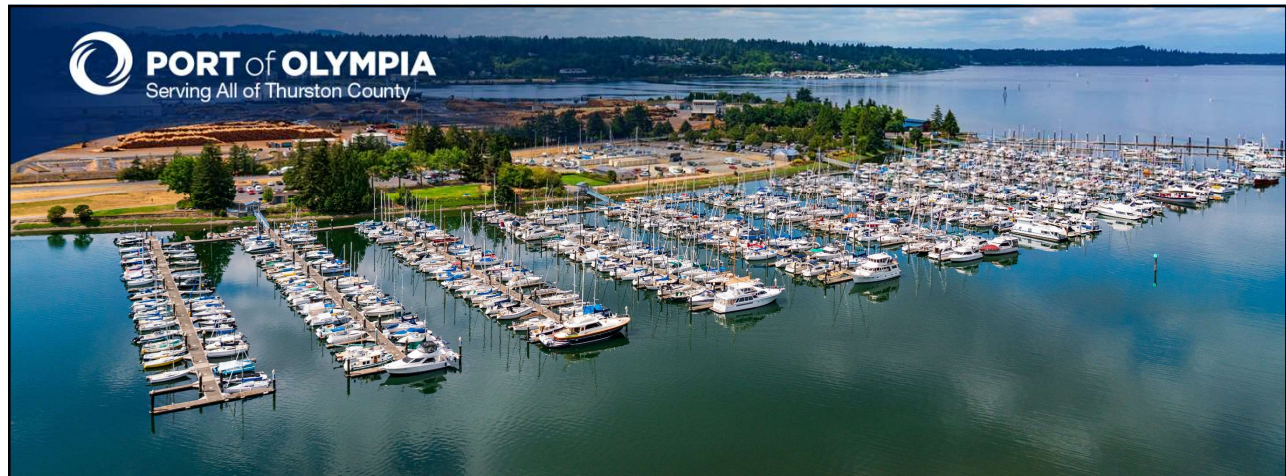
PowerPoint Presentation

Staff Recommendation:

Staff is offering a sample motion:

“I move to appoint the following Port of Olympia Commission officers to serve during the calendar year 2024:

- *Commissioner _____ as President;*
- *Commissioner _____ as Vice President; and*
- *Commissioner _____ as Secretary”*



Election of Officers

Alex Smith
Executive Director
January 13, 2025

1



Today's Presentation

Action/Other, Action Requested

- Effective immediately upon approved motion.
- Positions to be filled:
 - **President** – presides at meetings, signs documents, sets agendas with fellow Commissioners.
 - **Vice President** – performs duties of President when he/she is absent or as assigned from time to time.
 - **Secretary** – ensures recording of minutes, motions and resolutions, are followed as adopted.

2

2

Questions & Comments

Suggested Motion...

"I move to appoint the following Port of Olympia Commission officers to serve during calendar year 2025:

- *Commissioner _____ as President;*
- *Commissioner _____ as Vice President; and*
- *Commissioner _____ as Secretary"*

3



3

COVER MEMO

Briefing Date/Time: January 13, 2025

Staff Contact/Title: Chris Paolini, Airport Senior Manager
360.528.8074, chrisp@portolympia.com

Subject: Airport Master Plan Update - Advisory

Purpose: Information Only Decision Needed

Overview:

- Type of agenda item: Advisory – No Action Required
- Commission Action will be requested at the February 24, 2025 commission meeting, which will include a public hearing, to adopt the airport master plan into the Port’s comprehensive scheme of harbor improvements (CSHI).

Background:

The Master Plan Update (MPU) is a comprehensive study of an airport that is intended to describe short-, medium-, and long-term development plans to meet future aviation demand. The MPU project began in March 2021 and was placed on hold in late 2022 due to delays with the Habitat Conservation Plan (HCP) and staffing limitations. However, a majority of the project was completed prior to being placed on hold, producing our current final drafts. Public outreach did take place throughout this process, including four open houses and a fifth Q&A style public meeting. During this period, the two chapters requiring FAA approval, the Aviation Forecast and Airport Layout Plan, were submitted to, and approved by, the FAA (October 2021 and May 2024 respectively).

Documents Attached:

PowerPoint Presentation

Summary and Financial Impact:

This project was funded 100% by a Pandemic era FAA grant. Normally, FAA grants provide funding for 90% of total eligible project costs.

Environmental Considerations:

A full NEPA/SEPA review will take place for each project before they are implemented.

Next Steps/Timeframe:

- The 30-day public comment period of the final Master Plan Update documents begins January 13, 2025 and closes February 12, 2025.
- The Master Plan Update document will be presented at the February 24, 2025 commission meeting, with a public hearing, for consideration by the commission for adoption into the Comprehensive Scheme of Harbor Improvements.

Staff Recommendation:

At the February 24, 2025 commission meeting, adopt via resolution, the airport master plan update into the Port's comprehensive scheme of harbor improvements.




Airport Master Plan Update

Chris Paolini
Airport Senior Manager
January 13, 2025




1



Today's Presentation

Advisory Only – No Action Required

Today begins the 30-day public comment period for final public comments which will be incorporated into the master plan update document.



2

Airport Master Plan Update Process

Current Schedule

- **November 25, 2024**
 - Master Plan Update Briefing to Commission.
- **January 13, 2025 (Tonight)**
 - Commission Advisory Presentation on the Airport Master Plan Update.
 - Starts the 30-day Public Comment Period of the complete Master Plan Update document.
 - At the conclusion of the public comment period, all public comments will be added to the final Master Plan Update document as part of the Public Involvement Appendix.
- **February 24, 2025**
 - Presentation of the complete Master Plan Update document for Public Hearing and Commission resolution adopting the Airport Master Plan Update as an appendix to the Port's Comprehensive Scheme of Harbor Improvements.

3



3

Airport Master Plan Update

What is It?

- A comprehensive study of an airport that describes the short-, medium-, and long-term (20-year) development plans to meet future aviation demand.
 - Reference: FAA Advisory Circular (AC) 150/5070-6B.
 - Master Plans are completed about every 7-10 years as directed by the FAA.
- A document that looks at Capital Improvement Projects and Land Use Compatibility to meet the above objective.

4



4

Airport Master Plan Update

What it is Not?

It is not...

- Intended to solve an airport's management, operations, or maintenance issues.
- A business plan or marketing plan.
- A guarantee of funding.
- A binding document (rigid "blue-print" for future development).
- A document that sets policies or rates.

5



5

Airport Master Plan Update

How are FAA Master Plans different than other Master Plans?

- FAA Master Plans, and Updates, are 90% grant funded by the Federal Aviation Administration (FAA) and need to meet FAA standards to justify grant funding.
 - FAA planning grants are funded by airport user fees, not by tax revenue.
- The FAA Master Plan process is directed by FAA Advisory Circular (AC) 150/5070-6B* "Airport Master Plans."
 - https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5070-6B_with_chg_1&2.pdf
 - This AC references more than 90 other regulatory and guidance documents.
- The Airport Master Plan process is significantly guided by the Federal Aviation Administration as the regulatory and funding agency.

6



6

Airport Regulatory Obligations

How are FAA Master Plans different than other Master Plans?

- There are a total of 39 FAA grant assurances airports must comply with.
- Assurance #22a, relating to public use airports being open to all users' stating:
An Airport Sponsor "...will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, **including commercial aeronautical activities offering services to the public at the airport...**"

Note: Olympia Regional Airport is not being considered to augment Seattle-Tacoma International Airport's capacity.

7



7

Airport Master Plan Update

How are FAA Master Plans different than other Master Plans?

In summary:

- The FAA has designated the Olympia Regional Airport as part of the national air transportation system known as the National Plan of Integrated Airport Systems (NPIAS).
- Airport land acquisition and infrastructure were funded using FAA grants. As a condition, we are obligated to support aviation, and future aviation demand, as directed by FAA regulations and grant assurances.
- Therefore, the airport master plan update process is heavily guided by the FAA to ensure we comply with FAA regulations and take the necessary steps to support current and future aviation needs.

8



8

Airport Master Plan Update

Guiding Principles

Provide safe and secure facilities and operating environment for aviators and the general public.

Continue to serve as a vital economic contributor to the region while maintaining the Airport's economic self-sufficiency.

Provide modern, quality facilities to serve a variety of aviation needs and services. Facilitate ground transportation options for travel to and from the Airport.

Be a good neighbor by coordinating planning, being responsive to community concerns, and proactive in our environmental stewardship.

Support sustainable design of airport facilities and the wise use of resources.

Assess future development as it relates to the Goleta Sough and other sensitive habitats.

Preserve and enhance our archeological and historic resources.

Safety and Security

Economic Vitality

Transportation Diversity

Community

Sustainability

Environmental Preservation

Cultural Resource Protection

9



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Airport Master Plan Update

Examples of Eligible and Non-Eligible Projects ("Airside")

Eligible Development Projects:

- Runway and taxiway construction/rehabilitation.
- Aircraft apron construction/rehabilitation.
- Lighting, signage, navigational aids, and weather stations.
- Planning/environmental studies.

Examples of Non-Eligible Development Projects:

- Developments for exclusive use.
- Industrial Park development.
- Landscaping
- Maintenance equipment.

10



10

Airport Master Plan Update

Summary of Goals

- Invite public involvement.
- Evaluate environmental considerations.
- Document existing conditions (activity, infrastructure, financial data, socioeconomic data, etc.).
- Prepare for future development/facility requirements which will meet FAA Design Standards and future aviation demand.
- Prepare for emerging aviation technologies: Electric and hydrogen aircraft, unleaded fuels, vertical take-off and landing (VTOL) air taxi, noise reduction technologies, etc.
- Plan for and demonstrate airport financial self-sufficiency.

11



11

Airport Master Plan Update Process


Technical and Community Engagement



12

Airport Master Plan Update Process

How FAA Master Plan public engagement differs from other Master Plans?

| | | INCREASING IMPACT ON THE DECISION  | | | | |
|---------------------------|-----------------------|--|--|---|---|--|
| | | INFORM | CONSULT | INVOLVE | COLLABORATE | EMPOWER |
| PUBLIC PARTICIPATION GOAL | | To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions. | To obtain public feedback on analysis, alternatives and/or decisions. | To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered. | To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution. | To place final decision making in the hands of the public. |
| | PROMISE TO THE PUBLIC | We will keep you informed. | We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision. | We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision. | We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible. | We will implement what you decide. |

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Airport Master Plan Update Process

Community Involvement

Airport owner and public participation is most crucial during the early phases of the master planning process so that ideas, concerns, and feedback can be considered during the alternatives analysis process before final decisions are made.

Technical and Community involvement consisted of:

- Technical advisory committee (TAC) meetings.
- Open house events with the public plus a Q&A with the airport manager.
- Progress presentations to the port commission.
- Public comment/feedback opportunities were available, and can still be submitted, via the Master Plan Update email: ampupdate@portolympia.com.

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Airport Master Plan Update Process

Community Involvement

Original Technical Advisory Committee (TAC) Members:

| Name | Representing |
|----------------------|---|
| Michelle Tirhi | Washington Division of Fish and Wildlife |
| Max Platt | WSDOT Aviation Division |
| Dave Ritchie | Washington Department of Natural Resources Aviation |
| Lt. Krista Greydanus | Washington State Patrol Aviation |
| James Boone | OLM Air Traffic Control Tower |
| Katrina Van Every | Thurston Regional Planning Council |
| Brad Medrud | City of Tumwater |
| Jeff Powell | Airport Hangar Tenant |
| Mike Theilen | Airport Fixed Business Operator Owner |
| Mike Reid | City of Olympia |
| Cameron Wilson | Port of Olympia Citizens Advisory Committee |

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Airport Master Plan Update Process

Community Involvement

Technical Advisory Committee (TAC) Meetings:

- Technical Advisory Committee Meeting #1 – May 20, 2021*
- Technical Advisory Committee Meeting #2 – July 15, 2021*
- Technical Advisory Committee Meeting #3 – December 16, 2021*
- Technical Advisory Committee Meeting #4 – March 10, 2022*

* Copies of presentations can be found on the Port of Olympia website at:

<https://airport.portolympia.com/airport-master-plan/>

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Airport Master Plan Update Process

Community Involvement

Public Outreach:

- Public Open House #1 – September 27, 2021*
- Public Open House #2 – February 17, 2022*
- Public Open House #3 – May 26, 2022*
- Public Open House #4 – October 12, 2022*
- Public Meeting “Conversation with the Airport Manager” #5 – January 18, 2023*

Additional Updates to Commission:

- Presentation – October 17, 2022
- Presentation – February 21, 2023

* Copies of presentations can be found on the Port of Olympia website at:
<https://airport.portolympia.com/airport-master-plan/>

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Airport Master Plan Update Process

Community Involvement

Links to recordings of the Technical Advisory Committee meetings, Public Open Houses, and the Airport Manager Q&A meeting can be found on the Port’s website at:

<https://airport.portolympia.com/airport-master-plan/>

The screenshot shows two main sections: "Public Outreach" and "How do I engage?".

Public Outreach: This section explains that the Airport MPU process is driven by FAA standards and grant assurances. It lists four steps: 1. Study webpage with study documents, FAQs and information. 2. Formation of a Technical Advisory Committee (TAC) comprised of Airport stakeholders to provide technical guidance throughout the MPU process. The TAC will meet three times and all meetings will be open to the public. 3. Three Public Open Houses where the public can learn about the study and ask questions of the Project Team. 4. Study electronic mailing list.

How do I engage?: This section lists ways for the public to engage:

- Sign up for the MPU study email list
- Listen to a Technical Advisory Committee Meeting
- Attend a virtual or in-person Public Open House
- View Videos of past TAC Meetings and Public Open Houses

 Below these are "Past Meetings:" including Technical Advisory Committee Meetings #1-4 and Public Open Houses #1-4.

At the bottom, there is a "Submit a comment to amupdate@portolympia.com" button.

Scroll down to “Public **Outreach**” and click button titled “view videos of past TAC Meetings and Public Open Houses”.

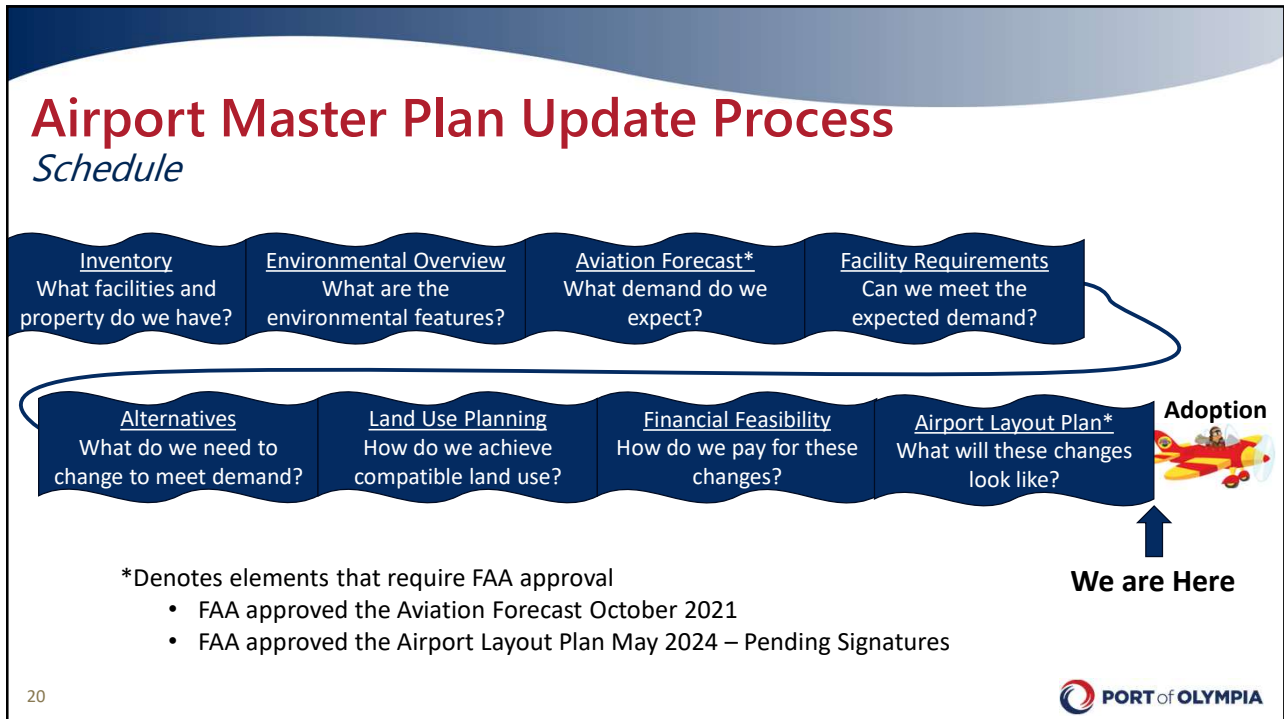
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Airport Master Plan Update Process

Timeline



Cause of delay:
Process placed on hold in late 2022 due to Habitat Conservation Plan (HCP) delays and staffing limitations.

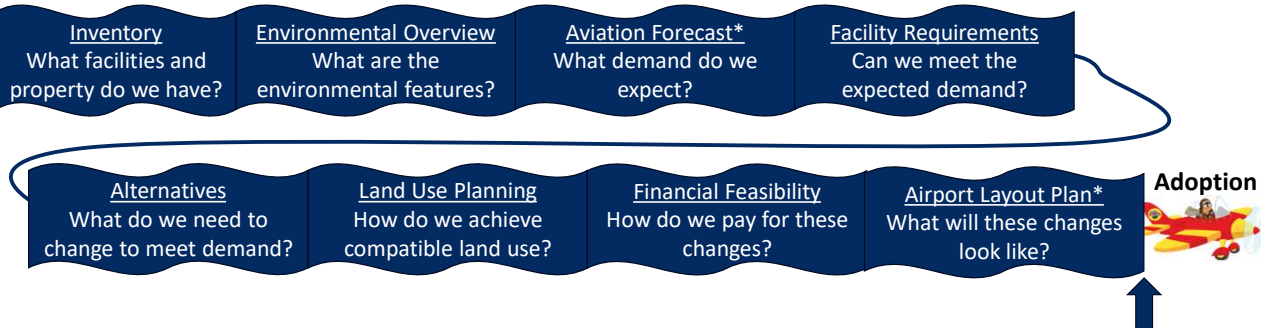
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Airport Master Plan Update Process

Schedule



*Denotes elements that require FAA approval

- FAA approved the Aviation Forecast October 2021
- FAA approved the Airport Layout Plan May 2024 – Pending Signatures

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Airport Master Plan Update Process

Status of Primary Documents

| Document | Status |
|--|-----------------------------------|
| ▪ Chapter 1: Airport Inventory ----- | Final Draft Complete |
| ▪ Chapter 2: Aviation Forecast ----- | <u>Complete with FAA Approval</u> |
| ▪ Chapter 3: Facility Requirements ----- | Final Draft Complete |
| ▪ Chapter 4: Development Alternatives ----- | Final Draft Complete |
| ▪ Chapter 5: Airport Layout Plan (ALP) ----- | <u>Complete with FAA Approval</u> |
| ▪ Chapter 6: Implementation Plan ----- | Final Draft Complete |

Copies of the chapters are available on the Port of Olympia website at:
<https://airport.portolympia.com/airport-master-plan/>



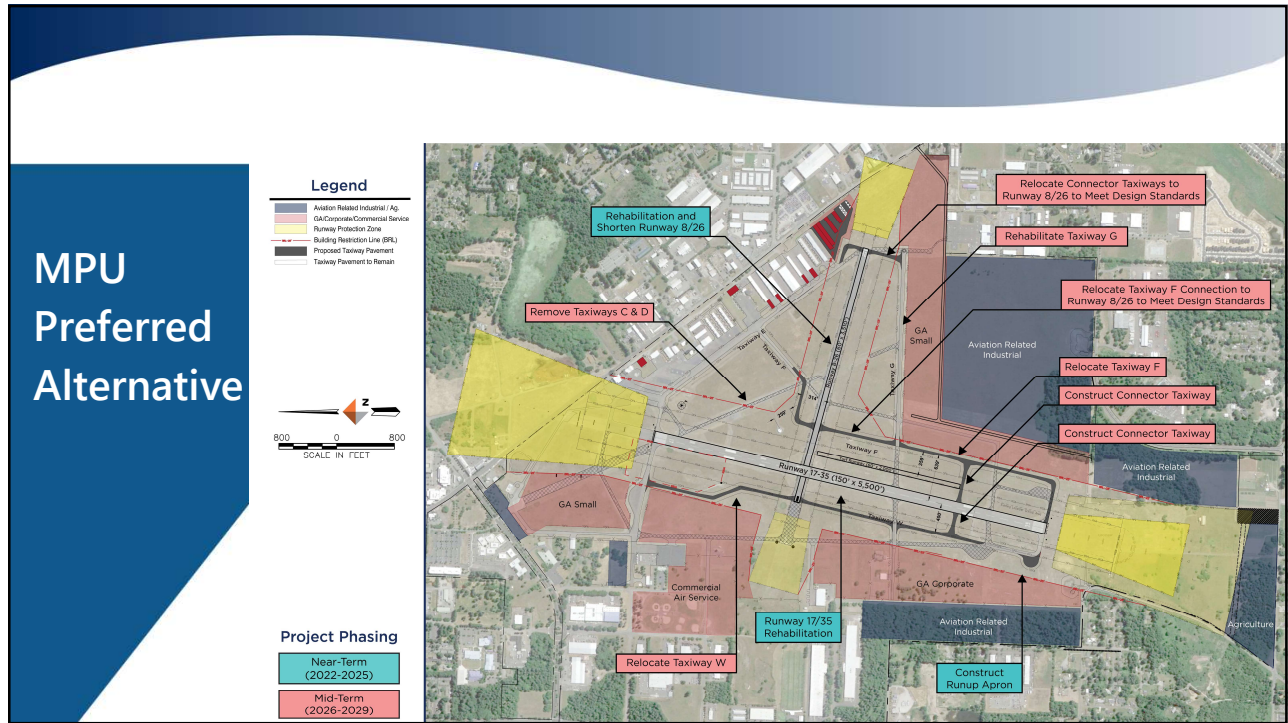
Airport Master Plan Update Process

Status of Appendices

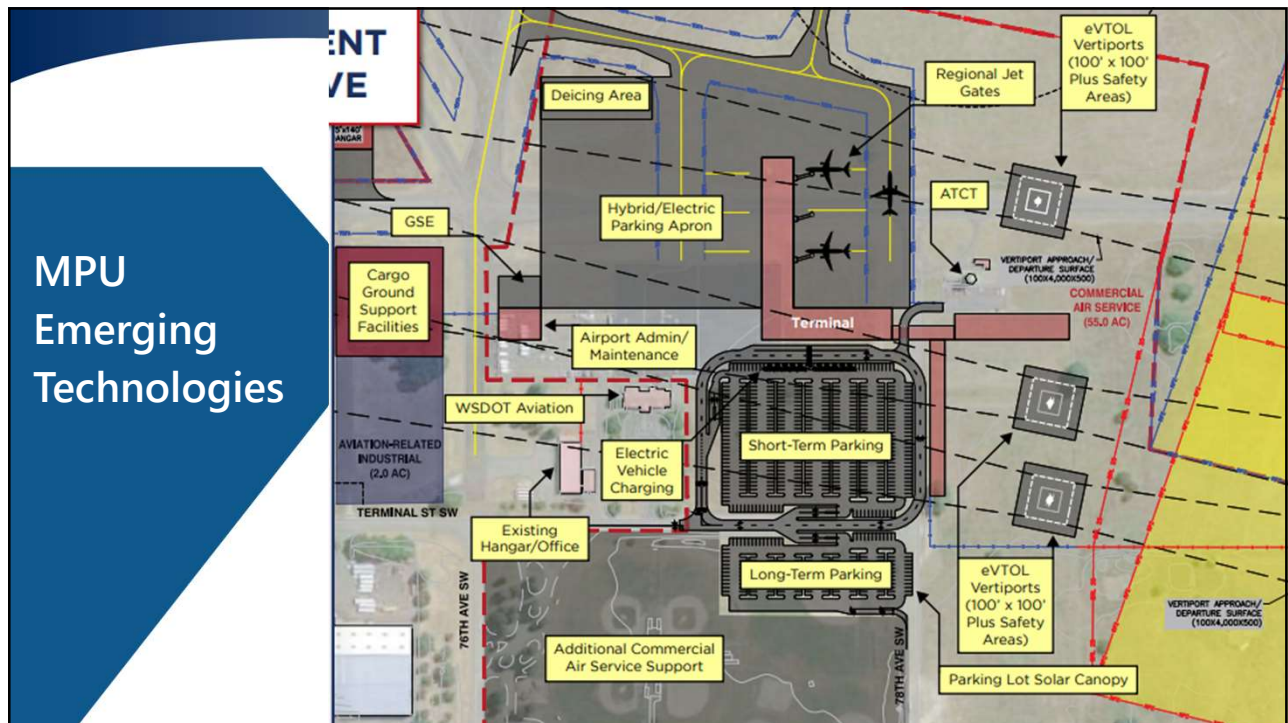
| Appendix | Status |
|---|------------------------|
| ▪ 1. Public Involvement Summary | Final Draft in Process |
| ▪ 2. Aircraft operational and forecast data (2-1, 2-2, 2-3) | Final Draft Complete |
| ▪ 3. Wind data | Final Draft Complete |
| ▪ 4. Commercial Service Feasibility Study ("Part 139") | Final Draft Complete |
| ▪ 5. Emerging Technologies | Final Draft Complete |

Copies of the appendices are available on the Port of Olympia website at:
<https://airport.portolympia.com/airport-master-plan/>





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**MPU
Emerging
Technologies**




On May 26, 2022 Joby Aviation, Inc. announced they received FAA Part 135 Air Carrier certification for their electric aircraft.



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**MPU
Emerging
Technologies**




On June 5, 2024 Archer Aviation announced they received FAA Part 135 Air Carrier certification for their electric aircraft.



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**MPU
Emerging
Technologies**

On March 4, 2024, Pipistrel Velis Electro earns light-sport aircraft (LSA) airworthiness exemption from the FAA, providing flight training opportunities in an electric aircraft within the United States.



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Next Steps



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Airport Master Plan Update Process

Next Steps...

30-day public comment period begins today, January 13, 2025, through February 12, 2025

Copies of the documents can be found on the Port of Olympia website at:

<https://airport.portolympia.com/airport-master-plan/>

Purpose of the 30-day public comment period:

Serves primarily to inform the public about the master plan update; however, it also serves to provide the public with another opportunity to submit comments which will be included as an appendix to the adopted airport master plan update document.



February 24, 2025

Presentation of the complete master plan update document for Public Hearing and request Commission action to adopt, via resolution, the Airport Master Plan Update into the Comprehensive Scheme of Harbor Improvements.

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Airport Master Plan Update

Once Adopted...

the MPU will remain a living document providing a series of recommendations based on the airport's infrastructure, inventory, forecast, and needs.

The Commission's role serves to:

- Review and approve each project before any Master Plan Update projects are implemented. As a result, the Commission can be assured they have oversight and guidance in the direction of the airport.
 - Public involvement will occur during the NEPA/SEPA process for each project.
- As conditions and opportunities change, direct Port staff in coordination with the FAA, to update the master plan's Airport Layout Plan documents.

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Questions and Comments

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COVER MEMO

| | |
|-----------------------------|---|
| Briefing Date/Time: | January 13, 2025 |
| Staff Contact/Title: | Jonathon Wolf, Environmental Manager |
| Subject: | Agreement with the Washington State Department of Ecology for Remedial Action Grant TCPRA-2325-OlypEP-00055 |
| Purpose: | <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Decision Needed |

Background/Overview:

The Port of Olympia applied for and received Remedial Action Grant TCPRA-2325-OlypEP-00055 in 2022 from the State of Washington, through the Department of Ecology, to help fund expenses related to the Budd Inlet cleanup project. The total eligible cost is \$12,500,000; Ecology's share is \$6,250,000 and the Port's matching share is \$6,250,000. The Port intends to start expending these funds in 2025.

Documents Attached:

- PowerPoint presentation.
- Agreement No. TCPRA-2325-OlypEP-00055 Toxics Cleanup Remedial Action Grant and Loan Program Agreement between the state of Washington Department of Ecology and Port of Olympia.

Financial Impact:

To access the full Ecology share, the Port will need to expend \$6,250,000 of matching funds. This will partially come from the Department of Commerce Appropriation (\$1,400,000). The rest will come from further grants, appropriations, and Port funds.

Suggested Motion:

"...Move to authorize the Port of Olympia's Executive Director, Alex Smith, to sign Agreement No. TCPRA-2325-OlypEP-00055 Toxics Cleanup Remedial Action Grant and Loan Program Agreement between the state of Washington Department of Ecology and Port of Olympia, to carry out with the provided funds the actions described in the Agreement."

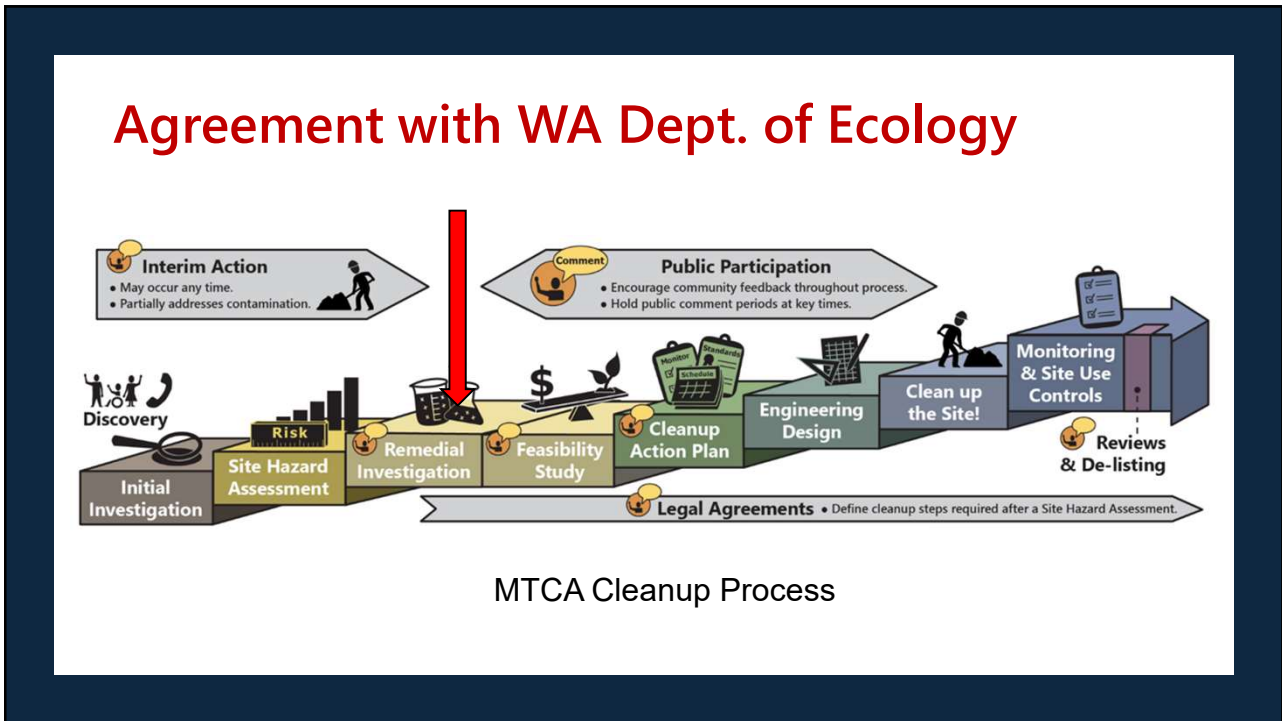


Washington State Department of Ecology Budd Inlet Remedial Action Grant 2 Agreement

Jon Wolf
Environmental Manager
January 13, 2025



1



2

Ecology Remedial Action Grants History

- Applied for RAG 1 in 2015. Total to spend: \$4.2M (\$2.1M Ecology/\$2.1M Port match). Closed out at the end of 2024.
- Applied for RAG 2 in 2022. Total to spend: \$12.5M (\$6.25M Ecology/\$6.25M Port Match).
 - Will start spending the funds after signing the agreement.
- RAG 2 Deliverables:
 - Pre-remedial Design Investigation Report – results of sampling.
 - Engineering Design Report – cleanup proposals.
 - Grant and Project Administration.

3



3

Grant Match and Timeline

- \$6.25M match required by the Port (50% of the total \$12.5M)
- Match is currently in the form of a state legislative appropriation through Commerce (roughly \$1.4 million remaining of the \$2 million appropriation) and Port dollars.
 - Port has budgeted to spend \$4 million in 2025: \$2 million in Ecology grant dollars; \$1.4 million in appropriated dollars and \$600,000 in Port dollars (matching).
- Port is asking for another appropriation this legislative session and will continue seeking grant opportunities.
- Grants currently being executed cannot be written beyond the biennium (2023-2025) but Ecology has confirmed it will be extended as needed beyond 2025.

4



4

Next Step

Bring a motion to the Commission on January 27, 2025, seeking approval for the Executive Director to sign the agreement for the second Remedial Action Grant.

5



5

Questions and Comments

6



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Agreement No. TCPRA-2325-OlypEP-00055

TOXICS CLEANUP REMEDIAL ACTION GRANT AND LOAN PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PORT OF OLYMPIA

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and PORT OF OLYMPIA, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

| | |
|---|---|
| Project Title: | Budd Inlet Sediments Site |
| Total Cost: | \$100,000,000.00 |
| Total Eligible Cost: | \$12,500,000.00 |
| Ecology Share: | \$6,250,000.00 |
| Recipient Share: | \$6,250,000.00 |
| The Effective Date of this Agreement is: | 07/01/2023 |
| The Expiration Date of this Agreement is no later than: | 06/30/2025 |
| Project Type: | Oversight Remedial Action Grant or Loan |

Project Short Description:

The RECIPIENT'S Site, referred to as Budd Inlet Sediments Site, is a small embayment located in southern Puget Sound near the City of Olympia. Budd Inlet Sediment Site, (FSID 3097108, CSID 2245) is divided into West Bay and East Bay. The RECIPIENT will complete necessary feasibility studies to select appropriate remedial action and engineering design for contaminated sediment at the Site. This work is directed by the Second Amendment to Agreed Order DE 6083.

Project Long Description:

Site Description and Background:

The RECIPIENT'S Site, referred to as Budd Inlet Sediments Site, is a small embayment located in southern Puget Sound near the City of Olympia. Budd Inlet Sediments Site, FSID 3097108, CSID 2245, is divided into West Bay and

Agreement No: TCPRA-2325-OlypEP-00055
Project Title: Budd Inlet Sediments Site
Recipient Name: PORT OF OLYMPIA

East Bay. The filling of tidelands in the late 1800s and 1900s created the Port peninsula, West Bay and East Bay of Budd Inlet, and part of the downtown area of Olympia. The Port peninsula consists of approximately 150 acres. The inlet is approximately seven miles long and two miles wide at its center. The First Amendment to Agreed Order DE 6083 designated the 'Study Area,' which is a horseshoe-shaped area in Budd Inlet surrounding the Port peninsula. However, the RECIPIENT's current work has expanded to a larger area and includes both East and West Bays of Budd Inlet. Contamination is present in West and East Bay, in and outside of the navigation channel footprint.

Environmental Issues and Contaminants of Concern:

The Site is on ECOLOGY's Contaminated Sites List and listed as Budd Inlet Sediments. The primary chemicals of concern exceeding MTCA cleanup levels in both surface and subsurface are dioxin/furan, cPAH.

Summary of Remedial Actions Performed:

Agreed Order DE 6083 entered into between ECOLOGY and the RECIPIENT on December 5, 2008, requires the RECIPIENT to perform remedial actions in response to releases of hazardous substances at the Budd Inlet Sediments Site. On February 15, 2012, the First Amendment to the Order was entered into between ECOLOGY and the RECIPIENT and required the RECIPIENT to investigate the nature and extent of contamination in a portion of the Site, investigate potential sources of contamination to sediments near the Port's peninsula in Budd Inlet, and prepare an Investigation Report. In addition, the First Amendment includes work to identify and analyze remedial action alternatives to remediate contaminated sediments.

The following activities were accomplished by the RECIPIENT under the First Amendment to the Agreed Order:

- Finalized source control investigations and finalized storm drain sampling data report.
- Drafted alternatives memo and submitted to ECOLOGY for review.
- Began preparation of Draft Pre-Remedial data gaps memo.
- Submitted draft sediment sampling plan to ECOLOGY.

On June 6, 2023, a second Amendment to the Order was entered into between ECOLOGY and the RECIPIENT and requires the RECIPIENT to prepare a public review draft and final versions of the Interim Action Plan, prepare pre-remedial design data gaps and investigation work, perform the pre-remedial design described in the work plan, prepare pre-remedial design data, and prepare engineering design and permitting documents for the interim action.

Expected outcomes:

1. Draft Cleanup Action Plan (DCAP) or draft Interim Action Plan.
2. Pre-remedial Design Investigation Report.
3. Engineering Design Report (EDR).
4. Overall improvement in the quality of sediments and water quality in the Budd Inlet.

Overall Goal:

The goal of the project is to complete necessary studies to select a remedial action for contaminated sediment; and obtain data, prepare engineering designs, and prepare permitting documents for source control and implementation of selected sediment remedial action.

Agreement No: TCPRA-2325-OlypEP-00055
Project Title: Budd Inlet Sediments Site
Recipient Name: PORT OF OLYMPIA

RECIPIENT INFORMATION

Organization Name: PORT OF OLYMPIA

Federal Tax ID: 91-6001201
UEI Number: FNSGJ46UJ4P3

Mailing Address: 606 Columbia St NW, Ste 300
Olympia, WA 98501

Physical Address: 606 Columbia St NW, Ste 300
Olympia, Washington 98501

Organization Email: donb@portolympia.com
Organization Fax: (360) 528-8090

Contacts

Agreement No: TCPRA-2325-OlypEP-00055

Project Title: Budd Inlet Sediments Site

Recipient Name: PORT OF OLYMPIA

| | |
|------------------------------------|---|
| <p>Project Manager</p> | <p>Jonathon Wolf Budd Inlet Project Manager</p> <p>606 Columbia St NW, Ste 300 Olympia, Washington 98501 Email: jonathonw@portolympia.com Phone: (360) 528-8062</p> |
| <p>Billing Contact</p> | <p>Angela Burris</p> <p>606 Columbia St NW, Ste 300 Olympia, Washington 98501 Email: angelab@portolympia.com Phone: (360) 528-8062</p> |
| <p>Authorized Signatory</p> | <p>Jonathon Guy Wolf Budd Inlet Project Manager</p> <p>606 Columbia St NW, Ste 300 Olympia, Washington 98501 Email: jonathonw@portolympia.com Phone: (360) 528-8062</p> |

Agreement No: TCPRA-2325-OlypEP-00055
 Project Title: Budd Inlet Sediments Site
 Recipient Name: PORT OF OLYMPIA

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Toxics Cleanup
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

| | |
|---------------------------------|--|
| <p>Project Manager</p> | <p>Sandy Smith</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: sasm461@ecy.wa.gov Phone: (360) 999-9588</p> |
| <p>Financial Manager</p> | <p>Dan Koroma</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 764-6459</p> |

Agreement No: TCPRA-2325-OlypEP-00055
Project Title: Budd Inlet Sediments Site
Recipient Name: PORT OF OLYMPIA

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

PORT OF OLYMPIA

By: _____

By: _____

Barry Rogowski
Toxics Cleanup
Program Manager
Date

Jonathon Guy Wolf
Budd Inlet Project Manager
Date

Template Approved to Form by
Attorney General's Office

Agreement No: TCPRA-2325-OlypEP-00055

Project Title: Budd Inlet Sediments Site

Recipient Name: PORT OF OLYMPIA

Alex Smith

Executive Director

Date

Agreement No: TCPRA-2325-OlypEP-00055
 Project Title: Budd Inlet Sediments Site
 Recipient Name: PORT OF OLYMPIA

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,000,000.00**

Task Title: Feasibility Study - J004

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform the Feasibility Study, referred to as Alternatives Evaluation, consistent with the scope of work in Agreed Order DE 6083 for the Site, including remedy selection and development of the draft interim action plan or cleanup action plan. Eligible costs may also include pilot tests, treatability studies, stormwater source control engineering studies, green remediation alternatives analysis, Environmental Impact Statements, data management, and public involvement.

Once a cleanup alternative is selected, a draft Interim Action Plan (IAP) or Cleanup Action Plan (CAP) will describe the scope, objective and implementation of the interim or final action to be performed. The IAP or CAP will be developed for the ECOLOGY preferred interim or final action following ECOLOGY review and approval of the Alternatives Evaluation Memo. The draft IAP or CAP will meet the requirements of WAC 173-340-430(7).

Task Goal Statement:

The Alternatives Evaluation Memo will identify and evaluate potential remedial alternatives for contaminated sediment. The Interim Action Plan or Cleanup Action Plan will identify the selected remedy in each cleanup area.

To complete an engineering study to develop and evaluate cleanup action alternatives to enable ECOLOGY to select a cleanup action for the Site.

Task Expected Outcome:

The Alternatives Evaluation Memo will provide the basis to develop an Interim Action Plan or Cleanup Action Plan. The Cleanup Action Plan will provide the basis for the engineering design of the selected cleanup remedy.

The results of the Feasibility Study process are documented in a Feasibility Study report and adequate information has been provided so a cleanup action can be selected for the Site.

Recipient Task Coordinator: Jonathon Wolf

Feasibility Study - J004

Deliverables

| Number | Description | Due Date |
|--------|--|----------|
| 1.1 | Feasibility Study (Alternatives Evaluation Memo) | |
| 1.2 | Draft Interim Action Plan or Cleanup Action Plan (CAP) | |

Agreement No: TCPRA-2325-OlypEP-00055
 Project Title: Budd Inlet Sediments Site
 Recipient Name: PORT OF OLYMPIA

SCOPE OF WORK

Task Number: 2 **Task Cost: \$11,000,000.00**

Task Title: Engineering Design - J005

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to complete the engineering design work at the Site consistent with work in Agreed Order DE 6083 for the Site. This includes the Engineering Design Report (EDR), supplemental testing, surveying, mapping, green remediation alternatives design, design of stormwater reduction and treatment facilities, and permit applications needed to begin construction. This task also includes any required pre-remedial design investigation planning, field explorations, and pre-remedial design reporting; permitting activities; and preparation of construction plans and specifications, or reports.

The EDR may include specialized studies and engineering calculations to support final design.

Task Goal Statement:

To perform pre-remedial design activities and prepare the detailed working documents needed to implement the cleanup action for the Site. This includes completion of pre-remedial design investigation activities and preparation of an engineering design report that includes sufficient information for the development and review of construction plans and specifications needed for cleanup construction.

Task Expected Outcome:

Pre-remedial design investigation data and reports, and an engineering design report that documents engineering concepts and design criteria needed for the design of the cleanup action, including constructions plans and specifications.

Recipient Task Coordinator: Jonathon Wolf

Engineering Design - J005

Deliverables

| Number | Description | Due Date |
|--------|---|----------|
| 2.1 | Pre-remedial Design Investigation Report(s) | |
| 2.2 | Engineering Design Report (EDR) | |

Agreement No: TCPRA-2325-OlypEP-00055
Project Title: Budd Inlet Sediments Site
Recipient Name: PORT OF OLYMPIA

SCOPE OF WORK

Task Number: 3 **Task Cost: \$500,000.00**

Task Title: Grant and Project Administration - J008

Task Description:

This task funds the RECIPIENT's eligible direct costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities. The RECIPIENT is expected to ensure compliance with a minimum of quarterly billing requirements and be responsive to all grant related communications for both payments and amendments.

Examples of eligible activities includes costs necessary to:

- Ensure compliance with the terms of the Agreed Order DE 6083 except legal costs.
- Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Competitively procure and actively manage consultants and construction contractors.
- Manage the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports, spending plans, or other reports required by ECOLOGY.
- Conduct, coordinate, and schedule project activities described in the scope of work under the Agreed Order DE 6083.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks. (Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's financial manager).
- Attend training events approved by ECOLOGY in advance, including related travel costs.
- Conduct research or studies relevant to multiple tasks.
- Manage scientific data, including Environmental Information Management System (EIM) submissions.

Grant Administration task is limited to 10 percent of the total grant amount, and up to 10 percent invoiced for staff costs in each payment request progress report.

SPENDING PLANS: The RECIPIENT shall submit a spending plan form in EAGL. The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests. The spending plan form in EAGL must be updated with each payment request/progress report.

EQUIPMENT: All equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's grant financial manager. Absent prior written approval, costs may not be reimbursed under the grant. The RECIPIENT must complete an Equipment Purchase Report in EAGL for all desired equipment purchases after the ECOLOGY grant financial manager has approved the written purchase request and prior to requesting payment for the equipment.

TRAVEL AND PER DIEM: ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will not be reimbursed under the grant unless an exception is provided in writing by the ECOLOGY financial manager prior to the costs being incurred.

The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs are considered part of overhead and may not be direct billed to this grant.

Agreement No: TCPRA-2325-OlypEP-00055
 Project Title: Budd Inlet Sediments Site
 Recipient Name: PORT OF OLYMPIA

BACKUP DOCUMENTATION: All backup documentation for time and materials, whether recipient staff costs, prime contractor or subcontractor, must include the person, the day they worked, the hours each day, the rate of pay, total cost, and the activity being performed.

Task Goal Statement:

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL

Recipient Task Coordinator: Jonathon Wolf

Grant and Project Administration - J008

Deliverables

| Number | Description | Due Date |
|--------|--|----------|
| 3.1 | Quarterly grant payment requests/progress reports (PR/PR) with proper documentation. | |
| 3.2 | Updated spending plan form completed in EAGL with each PR/PR. | |
| 3.3 | Recipient Close Out Report submitted with the final PRPR. | |

Agreement No: TCPRA-2325-OlypEP-00055
 Project Title: Budd Inlet Sediments Site
 Recipient Name: PORT OF OLYMPIA

Funding Distribution Summary

Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|----------------------------------|--------------------------|------------------------|------------------------|-------------------------|
| Budd Inlet Sediment - Oversight | 50.00 % | \$ 6,250,000.00 | \$ 6,250,000.00 | \$ 12,500,000.00 |
| Total | | \$ 6,250,000.00 | \$ 6,250,000.00 | \$ 12,500,000.00 |

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If this Agreement includes retroactive reimbursement for past costs covering field activities potentially impacting cultural resources, then that activity will be subject to ECOLOGY review to assess actions taken to address potential direct and indirect effects on prehistoric and historic archaeological sites, historic buildings and structures, traditional cultural places, sacred sites or other cultural resources. Based on the findings of the review, some or all past costs may be deemed ineligible for retroactive reimbursement.

Any current or future work included in this Agreement will also be subject to cultural resource review by ECOLOGY in accordance with any and all applicable WA State Executive Order(s).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended,

Agreement No: TCPRA-2325-OlypEP-00055
Project Title: Budd Inlet Sediments Site
Recipient Name: PORT OF OLYMPIA

declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#)

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<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions