

Commission Meeting Monday, November 10, 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 November 6, 2025. https://www.portolympia.com/commission

<u>agenda</u>

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

This public comment period is the opportunity for public input on the agenda items on this evening's agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person.

*See bottom of agenda for instructions on how to provide public comment.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2025-03 Article VI.

- <u>Comments should be directed to Commission</u>: Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- <u>Courtesy</u>: 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.

F. Consent Calendar

- 1. Professional Services Contract Amendment Thomas Architecture Studios
- 2. Cleanwater Centre DES Parking Lease
- 3. Approval of Revised Minutes: Commission Meeting March 10, 2025
- 4. Approval of Revised Minutes: Commission Meeting March 24, 2025
- 5. Approval of Revised Minutes: Commission Special Meeting/Work Session June 9, 2025
- 6. Approval of Revised Minutes: Commission Special Meeting/Work Session June 23, 2025
- 7. Approval of Revised Minutes: Commission Meeting September 22, 2025

- G. Pending Issues or Business
 - 1. Budd Inlet Cleanup
 - 2. Marine Terminal Warehouse
 - 3. Dancing Goats Building Renovations
 - 4. Airport Master Plan Update
 - 5. Peninsula Master Plan
 - 6. Foreign-Trade Zone
- H. Action Calendar
 - 1. None
- I. Action/Other Calendar
 - 1. None
- J. Advisory Calendar
 - 1. 2026 Thurston County Tax Levy: Jeff Gadman, Thurston County Treasurer
 - 2. **PUBLIC HEARING** Draft 2026 Proposed Operating Budget, Capital Investment Plan and Tax Levy: Alex Smith, Executive Director and Brent Barnes, Director of Enterprise Services

Pursuant to RCW 53.35.020, the Port of Olympia has prepared the Port's 2026 draft budget. The draft budget was presented in a public work session on October 6, 2025, and public meeting on October 27, 2025, and shall be considered during tonight's public hearing, on November 10, 2025, as needed, and at the regular public meeting on November 17, 2025. The Commission will meet on November 24, 2025, at 5:30 p.m. to adopt the Port's final 2026 budget of the Port of Olympia for the 2026 calendar year. The draft budget is on file at the Port of Olympia offices at Percival Plaza, 606 Columbia Street NW, Suite 300, Olympia, Washington, and any member of the public may obtain a copy of the preliminary budget at this address during normal business hours. A summary of the budget is also available on the Port's website www.portolympia.com.

- a) Open Public Hearing
- b) Accept Public Testimony
- c) Close Public Hearing
- 3. Briefing: East Bay Real Estate District Update: Mike Reid, Director of Community and Economic Development
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

*Attendance and Public Comment Hybrid Meeting Information

Attend Remote or In-Person

The public are welcome to attend the meeting in person, or may view or listen to the meeting using one of the following platforms:

In-Person: 626 Columbia Street NW, Olympia

Olympics Room, Suite 1-B

Zoom: Go to http://www.zoom.us/join and enter the Webinar ID 898 6993 9307 and Passcode 604050.

Instructions and access details (a link to the meeting) will be emailed to you once a short registration form is complete.

(Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.)

YouTube: www.youtube.com/@portofolympia1922

Phone: Call (253) 215-8782, listen for the prompts and enter the Webinar ID 898 6993 9307 and Passcode

604050.

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person: Use the sign-up sheet located at the meeting location.

Virtual / <u>Must pre-register</u> using the following Zoom link no later than 90 minutes prior to the meeting:

via Zoom: https://us06web.zoom.us/webinar/register/WN-Mys0XXiQTzmyz2QoNE-flw

Instructions and access details (a link to the meeting) will be emailed to you once registration is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.) Registration for remote/virtual verbal

public comment closes at 4:00 p.m. on the day of the meeting.

Written Public Comment

Written public comment may be submitted to <u>commissioncoordinator@portolympia.com</u> 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.

COVER MEMO

Briefing Date/Time: November 10, 2025

Staff Contact/Title: James Sommer, Public Works Program Manager,

360.528.8005, JamesS@PortOlympia.com

Subject: Professional Services Contract Amendment – Thomas

Architecture Studios

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

 This consent agenda item is a contract amendment for an increase in spending authority with the Port's on-call architectural firm, Thomas Architecture Studios (TAS). This will be the 4th amendment to the contract.

Background:

In March of 2022, the Port of Olympia released a Request for Qualifications (RFQ) for our On Call Professional Services pool. The solicitation requested interested eligible firms submit their qualifications for the following services.

- A. Community, Economic, Land Use and Environmental Planning
- B. Engineering
- C. Surveying
- D. Architecture
- E. Landscape Architecture
- F. Project and/or Construction Management
- G. Archeological / Cultural Resources
- H. Arboricultural Services

The TAS contract (2023-1012) for on call professional services was executed under Executive Director authority on April 1, 2023 for a not-to-exceed amount of \$99,999, subsequent to the Port performing a competitively solicited request for qualifications. TAS was selected for a contract under category D "Architecture" and category F "Project and/or Construction Management."

➤ In September 2024, the first contract amendment was executed, extending the contract expiration from December 31, 2024 to December 31,2025.

- ➤ In April 2025, the second contract amendment was executed to update the rates in the contract rate schedule. This was the first update to the contract rate schedule since the initial contract execution in 2023.
- ➤ In May 2025, the third contract amendment was executed, extending the contract expiration from December 31, 2025, to December 31, 2027, and increasing the contract authority by \$400,001, bringing the total not-to-exceed amount to \$500,000. As noted in the May 12, 2025 Commission cover memo, this amendment was in preparation for collaboration with Thomas Architecture Studios to provide project design services and support for the new Port of Olympia Headquarters capital project. The amendment was authorized by the Commission on May 12, 2025.
- ➤ On September 22, 2025, Port staff along with the principal of Thomas Architecture Studios presented the current status, conceptual design, and anticipated completion timeline for the new Port of Olympia Headquarters capital project. In addition to the project update, it was noted in the Advisory presentation and cover memo that Port staff would be back to request approval for a then-estimated \$250,000 increase in contract authority to the Thomas Architecture Studios contract.
- ➤ On October 27, 2025, after further review of design and support costs, Port staff requested approval via the Consent Agenda for a \$100,000 increase in contract authority (reduced from \$250,000) for the Thomas Architecture Studios contract. However, the meeting agenda was amended, the Consent Agenda amendment was removed and placed on the Advisory Calendar, and the amendment was presented as a second Advisory.
- The current term of the TAS contract, as amended, is through December 31, 2027 with a not-to-exceed amount of \$500,000. Port staff is now requesting approval of a contract amendment to increase the contract authority by \$100,000, bringing the total not-to-exceed amount to \$600,000.

Thomas Architecture Studios has been providing services to the Port of Olympia since 2020. Projects/services undertaken by TAS as the primary consultant to the Port of Olympia include:

- Support for the Westman Mills development project
- The creation of the Destination Waterfront Development Plan
 - Sub task Investigation of a Recreational Vehicle Park on Site "E"
 - Sub task Investigation of a Waterfront Center on Site "D"
- Design for the Commission Meeting Room Upgrade project

- Design of the fire pump room for the Warehouse B project
- Design of the Port of Olympia Headquarters Project Current Project

In addition to acting as the primary consultant for the Port of Olympia, TAS was selected by Moffatt & Nichol as a subconsultant architect for the Maritime Administration Port Infrastructure Development Program project. They will be involved in designing the new maintenance facility and upgrades to the administration building.

As noted in the statement of qualification of Thomas Architecture Studios, as of 2022 TAS had served as the on-call architect for the City of Olympia for nine years. Port staff are not familiar with the projects that were completed on behalf of the City of Olympia.

Documents Attached:

- Thomas Architecture Studios Amendment No. 4
- Thomas Architecture Studios Statement of Qualifications

Summary and Financial Impact:

Port staff requests the Commission to authorize the Executive Director to execute a contract amendment with TAS, an existing on-call Professional Services consultant.

• This contract amendment with TAS will add \$100,000.00 to its not-to-exceed on-call professional services contract authority, for a new total not-to-exceed amount of \$600,000.00.

Affected Parties:

Port staff and tenants.

Options with Pros and Cons:

This amendment enables TAS to provides professional services in support of Port tasks and other projects that arise throughout the duration of this contract.

Without this amendment to increase spending authority, the Port will be limited in its ability to advance tasks and projects requiring the services outlined above.

Staff Recommendation:

Approval of amendment via the Consent Agenda for the Professional Services contract of Thomas Architecture Studios (Contract #2023-1012), as outlined in this cover memo.



CONTRACT NO. 2023-1012 AMENDMENT NO. 04 ON CALL PROFESSIONAL SERVICES

Contract Manager: James Sommer

Consultant/Firm: Thomas Architecture Studios, Inc. (TAS)

Consultant/Firm Representative: Ron Thomas

This Fourth Amendment is made by and between the Port of Olympia, a Washington municipal corporation (the "Port") and Thomas Architecture Studios, Inc. (TAS) (the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party" to the above referenced contract which was previously executed by an authorized representative of both Parties.

The Parties now desires to amend the contract as allowed through mutual agreement as described in the original contract documents.

The Parties hereby agree to the following changes:

1. An increase of \$100,000.00 for a new total Not-to-Exceed amount of \$600,000.00.

This amendment constitutes the entirety of the amended Sections listed and supersedes any and all prior representations, either verbal or written, during the negotiations of these changes. In the event that any portion of the original contract conflicts with this, or any amendment, the document most recently mutually executed shall take precedence.

The Parties have read the above referenced contract, previous amendments, and this amendment in its entirety and assert they have full authority to bind their respective party to these changes.

Executed and Effective, as of the latter of dates of the mutual signatures below.

606 Columbia St. NW, STE 300		THOMAS ARCHITECTURE STUDIOS, INC. 525 Columbia St. SW	
Olympia, WA 98501	. 2 3 3 3	Olympia, WA 98501	
 Alexandra K. Smith	 Date	 Ron Thomas	 Date
Executive Director		President	- 2.02



RFQ No. 2022-1000

Statement of Qualifications for

PORT OF OLYMPIA

On Call Professional Services Pool

THOMAS ARCHITECTURE STUDIOS

525 Columbia Street SW Olympia, WA 98501

360.915.8775 www.tasolympia.com

Ron Thomas, AIA, President





March 4, 2022

Christopher Martinez Contract & Grant Administrator Port of Olympia 606 Columbia Street NW, Suite 300 Olympia, WA 98501

Mr. Martinez and Selection Committee:

RE: Statement of Qualifications for the Port of Olympia On-Call Professional Services Pool/ RFQ NO. 2022-1000

Thomas Architecture Studios (TAS) is pleased to present our Statement of Qualifications to the Port of Olympia for the On-Call Professional Services Pool. Our firm's interest in on-call services is directly tied to our desire to improve our community's facilities, while continuing to be a leader in the ongoing renaissance of our region. It has been our pleasure to work alongside Port of Olympia staff over the past several years in our role as the architect for various projects such as the new Port of Olympia Administration Building, the Port of Olympia Destination Waterfront Development Vision, and Westman Mill - a mixed-use development on leased Port property.

TAS is a design-oriented architecture firm built on over 45 years of consistently successful new construction, adaptive re-use, and on-call projects focused on functional, sustainable, and safe facilities that improve and contribute to the vibrancy of our community. Our team-oriented process includes active participation and open communication among all project stakeholders. Our approach focuses on project understanding, communication, cohesive design, and delivery. Our knowledge and design creativity are well-suited for determining the best approach for a variety of on-call project types. Additionally, we excel at community outreach by providing a transparent and fully engaging approach, whether in-person or remotely. TAS currently has a staff of 19 architects, planners, project managers, and project facilitators that are highly efficient at providing our clients wiht personal, highly creative, on-time service.

In addition to serving as the on-call architect for the City of Olympia for the past nine years and Thurston County for the past seven years, TAS has extensive, recent relevant experience working with municipal clients on the type of architectural services you seek throughout Thurston, Pierce, Kitsap, and Lewis Counties. At times, these services have been provided through on-call contracts and others on sole-source contracts.

On-call projects are vital to our community's commitment to "maintain what we have" and ensure that management of facilities and stewardship of resources provide the foundation upon which the high quality of public service and community assets can continue to be provided. TAS is focused and positioned for exactly the type and scope of projects you anticipate, and we will strive to exceed your design and project management expectations. We look forward to continuing to work with you on Port of Olympia projects, including anything that arises from this On Call Professional Service Pool contract.

TAS has the ability to manage multiple consultants as an overall project coordinator. This ensures seamless project flow, teamwork amongst consultants, and adherence to project schedules. We position ourselves to be readily available as an invaluable resource—a team of professionals the Port can confidently turn to on an as-needed basis to meet any of your architectural or community planning and economic development needs.

Respectfully Submitted,

Ron S. Thomas, AIA, President Thomas Architecture Studios

Amos Callender, AIA, Project Manager Thomas Architecture Studios

ARCHITECTURAL SERVICES EXPERIENCE

TAS has been serving as on-call architects in our community for various organizations and municipalities. We offer innovative approaches and techniques to everyday design challenges. Our ability to quickly understand initial ideas from our clients and escort them through the design process is one of the many reasons why our clients continue to call on TAS.

RELEVANT PROJECT EXAMPLES

With over 30 active projects in Olympia, TAS is actively engaged in helping our community realize some of the social environmental and economic sustainability goals that have been identified over the past four decades:

- Thurston County Courthouse
- Kitsap County Courthouse
- City of Olympia On-Call
- Lewis County PUD
- Thurston County On-Call
- Life Center Christian Academy On-Call

Basic Architectural Services including: Initial concepts and evaluations; scoping; cost estimates; Schematic Design; Design Development; Construction Documents; Permitting Assistance; and Construction Administration/Construction Management.

Other Services: Programming, grant scoping and application support, public outreach, bid support, and high-quality renderings.

DEVELOPMENT OPPORTUNITIES:

We are driven by the desire to see the potential in a project, turning an opportunity into an asset. We have worked with municipalities and developers to bring to life vacant or underutilized land, renovated industrial warehouses, and infilled mixed-use developments with office and retail space. Our Campus Lofts project is a great example of an adaptive reuse of an abandoned Class B office building to an AIA award-winning, multifamily development and reflects how TAS is improving lives by design within our community.



Similar to the work performed by TAS for the Port's Destination Waterfront Development Vision, TAS can provide initial assessments for potential development, ensure compliance with local jurisdictions and regulations, and provide options for the Port to consider. These initial quick studies in conceptual alternatives and development analysis leads to project scoping and cost estimates. We work with highly skilled cost estimators and provide as much detailed information as possible, resulting in a more accurate cost estimate to help inform key personnel and commissioners in their planning and decision-making process.



DESTINATION WATERFRONT DEVELOPMENT VISION 2020-2201

Project Highlights:

- Establish 13 parcels along Port waterfront property and identify potential uses for development
- Collaborate with Port Staff, Commissioners, Advisory Committee, and the public
- Community outreach to solicit feedback on project direction through remote meetings & online polls
- Continuation of work previously established in the Port's Vision 2050 Action Plan
- Work with local Port regulations and local jurisdiction to identify and record limitations or restrictions for each site
- Identify and establish connections to downtown core through gateways and connectors to spur economic development
- Manage multiple disciplines/ team members in a highly collaborative and innovative process

Our consistent track record of delivering projects on time and within budget provides our clients reassurance that TAS has their best interests in mind from inception to final inspection.



EXHIBIT A – CONSULTANT PROFILE

FIRM/CONSULTANT INFORMATION			
Legal name of Firm: Address of Firm: Note: This information must match the information from the Firm's Business License.	THOMAS ARCHITECTURE STUDIO, INC. Firm Name 525 COLUMBIA STREET SW Address OLYMPIA, WA 98501		
Firm's Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: Note: A nine-digit UBI number is assigned to each registered businesses in Washington.	U.B.I. 603 152 014		
Taxpayer Identification No. (TIN): Note: Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). Do Not provide a Social Security Number.	TIN: 45-3613859		

AUTHORIZED REPRESENTATIVE AND CONTRACT MANAGER				
Authorized Representative:	Authorized Representative:	Authorized Representative:	Contract Administrator:	
Name: Ron Thomas Title: President Email: ron@tasolympia.com Phone: 360.915.8775			Name: Title: Email: Phone:	

Exhibit 1 - Profile Rev. (11/2021)



REFERENCES.

Provide a minimum of three (3) references for which the Firm has delivered services similar in scope as described in the Solicitation.

REFERENCE 1	
Company Name:	Port of Olympia
Contact:	Sam Gibboney, Executive Director
Phone:	360.528.8001
Email:	samG@portolympia.com
REFERENCE 2	
Company Name:	Kitsap County Courthouse
Contact:	Karen Goon, County Administrator
Phone:	360.337.7080
Email:	kgoon@co.kitsap.wa.us
REFERENCE 3	
Company Name:	Thurston County Courthouse
Contact:	Rick Thomas, Special Project Coordinator
Phone:	360.791.8449
Email:	rick.thomas@co.thurston.wa.us

STATEMENT OF TRUTH.

I certify that I am an Authorized Representative of the Consultant who has the authority and knowledge to complete the below Certification. Furthermore, I certify that all information provided is true and correct.

, President/ Principal 3/4/2022

Authorized Representative Signature, Title, Date



Certification Instructions:

- 1. Mark one (1) box per line item,
- 2. If you mark False to any of the line items, you must, provide a detailed explanation on an additional sheet of paper.
- 3. Any skipped line items, or failure to include a written explanation to any of the line items you answer False, may result as your submittal being rejected as non-responsive.

CERTIFICATION				
No.	No. Certifications of the Consultant		Must check one (1) box per line item	
1.	Consultant and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.	⊠ True □ False		
2.	Consultant has not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Consultant for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Consultant further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.	⊠ True □ False		
3.	Consultant has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.	⊠ True □ False		
4.	Consultant complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals	⊠ True □ False	.	

Exhibit 1 - Profile Rev. (11/2021)



CERTIFICATION			
No.	Certifications of the Consultant	Must check one (1) box per line item	
	with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.		
5.	Per Workers Rights (Executive Order 18-03) Consultant does not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.	⊠ True	□ False
6.	Consultant has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.	⊠ True	□ False
7.	Except as validly contested, Consultant is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.	⊠ True	□ False
8.	Consultant is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Solicitation.	⊠ True	□ False
9.	Consultant is in good standing in the State of Washington and the jurisdiction where Consultant is organized, including having timely filed all required annual reports.	⊠ True	□ False
10.	If awarded a Contract, Consultant will not utilize subcontractors to provide services subject to this Solicitation. If False, Consultant must attached a list of all potential sub-consultants/sub-contractors.	☐ True	⊠ False
11.	Consultant certifies that are in compliance with all Local, State, and Federal mandates regarding COVID-19, including but not limited to, face mask requirements and vaccination requirements.	⊠ True	□ False

Exhibit 1 - Profile Rev. (11/2021)



	CERTIFICATION				
No.	Certifications of the Consultant	Must check one (1) box per line item			
12.	Consultant is a Washington Small Business as defined in RCW 39.26.010	⊠ Yes □ No			
	If Yes, please indicate Size:				
	Microbusiness: Annual gross revenue of less than one million dollars.				
	Minibusiness: Annual gross revenue of more than one million dollars, but less than three				
	million dollars.				
	Small Business: Annual gross revenue of less than seven million dollars over each of the				
	three prior consecutive years.				
13.	Consultant is a Certified Veteran-Owned Business under RCW 43.60A.190 If yes, provide Bidder's WDVA certification no.:	□ Yes ⊠ No			
14.	Consultant/Firm is certified as a minority or woman owned business with the Washington State Office of Minority & Women's Business Enterprises (OMWBE)? If yes, provide Bidder's OMWBE certification no.:	□ Yes ⊠ No			
15.	Consultant certifies that the references provided have worked with Consultant and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to The Port. Consultant hereby authorizes The Port (or its agent) to contact Consultant's references and others who may have pertinent information regarding Consultant's prior experience and ability to perform a Contract, if awarded.	⊠ Yes □ No			
16.	Consultant certifies that it shall provide immediate written notice to The Port if, at any time prior to a Contract award, Consultant learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.	⊠ Yes □ No			

5 | P a g e



TAS will serve as your architect and day-to-day project manager, delivering thoughtful design solutions and bringing in technical expertise of our specialized consultants to help you achieve your project goals. We have carefully selected the following subconsultants for your on-call projects based on their strong working relationship with TAS for nearly two decades, in addition to their familiarity with working on Port of Olympia projects. If the Port has a list of preferred subconsultants, please let us know, and we will be happy to work with them.



CIVIL ENGINEERING TRAFFIC ENGINEERING

Jared VerHey, Project Manager **SCJ** Alliance 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 360.352.1465 jared.verhey@scjalliance.com www.scjalliance.com



STRUCTURAL ENGINEERING

Jeff Klein, Principal **PCS Structural Solutions** 1250 Pacific Avenue, Suite 701 Tacoma, WA 98402 253.383.2797 jklein@pcs-structural.com www.pcs-structural.com



SITEWORKS LANDSCAPE ARCHITECTURE

John Payne, ASLA, RLA, ISA, Principal SiteWorks 3720 Reading Street SE Olympia, WA 98501 718.483.0034 jpayne@siteworkscm.com www.siteworkscm.com



HULTZ TBHU MECHANICAL/ ELECTRICAL ENGINEERING AND PLUMBING

Rick Hultz, PE, Principal Hultz BHU Engineers, Inc. 1111 Fawcett Avenue Tacoma, WA 98402 253.383.3257 rickh@hultzbhu.com www.hultzbhu.com



LAND SURVEY

Ken Frazier, PLS, President Foresight Surveying, Inc. 1583 N National Avenue, Suite 2210 Chehalis, WA 98532 360.748.4000 foresight@localaccess.com



LAND SURVEY

Blair Prigge, PLS, EIT MTN2COAST, LLC 2320 Mottman Road SW, Suite 106 Tumwater, WA 98512 360.239.1497 blair@mtn2coast.com www.mtn2coast.com



GEOTECHNICAL ENGINEERING

Luke McCann, Principal Engineering Geologist Quality GEO NW, PLLC 4631 Whitman Lane SE, Suite D Lacey, WA 98513 360.878.9705 luke@qualitygeonw.com www.qualitygeonw.com



COST ESTIMATING

Bill Acker, Owner Bill Acker Consulting Services 13494 Eastbrook Drive SW Port Orchard, WA 98367 360.895.1756 bill@fargwatt@harbornet.com www.billackerconsulting.com



PORT OF OLYMPIA

Sam Gibboney, Executive Director 360.528.8001 | samg@portolympia.com

www.portolympia.com

606 Columbia St. NW, Suite 300 Olympia, WA 98501

Destination Waterfront Development Vision: Master planning for under utilized property on Port Peninsula in downtown Olympia. Large scale public outreach, and coordination with advisory panel & Port commissioners.

Admin Building: Schematic Design planning for new Port headquarters including main operations, support space, meeting & training spaces.

Scope of Services: concept design, master planning, schematic design, program confirmation, construction costs & total project cost estimates, public opinion surveys, commissioner presentations, public outreach

KITSAP COUNTY

Karen Goon, Administrator 360.337.4403 | kgoon@co.kitsap.wa.us

www.kitsapgov.com

614 Division Street, MS-4 Port Orchard, WA 98366

New Courthouse Master Plan & Design, Space Needs & Feasibility Assessment, Courtroom & Energy Improvements

Scope of Services: concept design, master planning, schematic design, program confirmation, technical committee coordination, construction costs & total project cost estimates, commissioner presentations, public outreach

THURSTON COUNTY

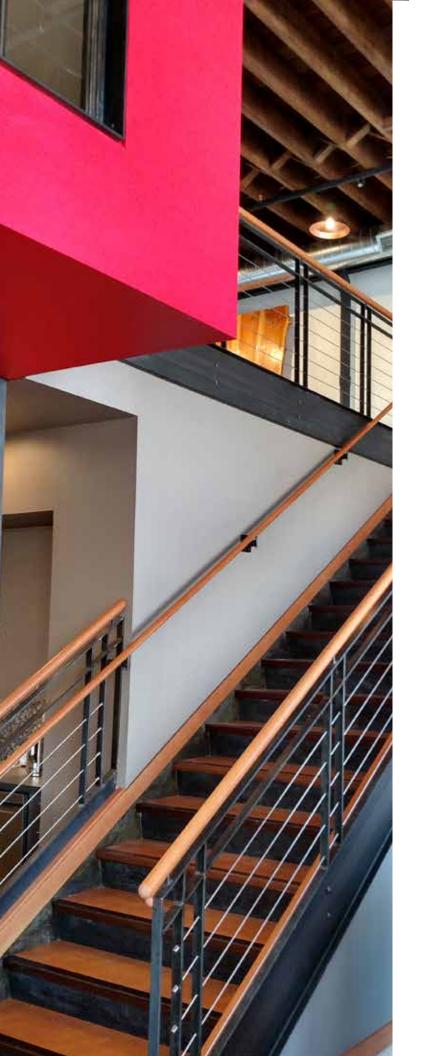
Rick Thomas, Project Manager 360.791.8449 | thomasr@co.thurston.wa.us

www.thurstoncountywa.gov

2000 Lakeridge Drive SW Olympia, WA 98502

New Courthouse & Civic Center: Comprehensive Comparative Feasibility Study & Informed Public Outreach, Courthouse Renovations vs. Replacement, Comparative Feasibility Study, Thurston County Space Needs Assessment

Scope of Services: concept design, comparative analysis, master planning, schematic design, program confirmation, construction costs & total project cost estimates, advisory panel coordination, commissioner presentations, public outreach presentations





THOMAS ARCHITECTURE STUDIOS

525 Columbia Street SW Olympia, WA 98501

360.915.8775 www.tasolympia.com

COVER MEMO

Briefing Date/Time: November 10, 2025

Staff Contact/Title: Chris Paolini, Airport Senior Manager

(360) 528-8074, chrisp@portolympia.com

Subject: DES Fleet Parking Land Lease Approval

(Cleanwater Center / 300 Tumwater Blvd)

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

Action Item – Approval requested via the Consent Agenda.

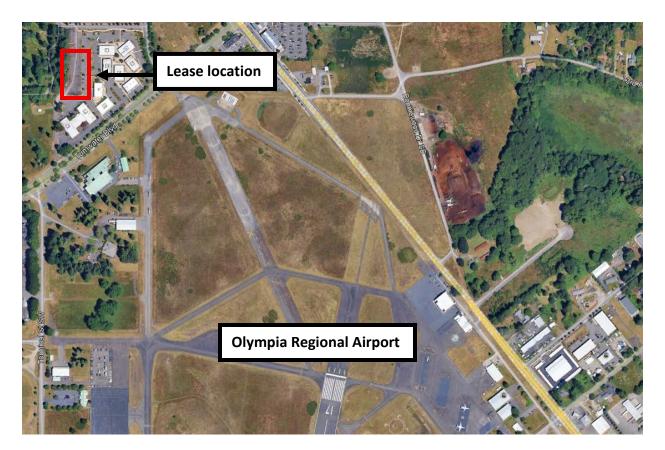
This action is required as an administrative requirement per Port policy. This new land lease is for an existing tenant, State of Washington Department of Enterprise Services (DES), who wishes to enter into an additional lease for the storage of government owned vehicles.

Approval of this action item authorizes the Executive Director to execute DES land lease SRL 25-0096.

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. Since March 18, 2016, this space has been used to store DES fleet vehicles. Recently, DES has acquired new vehicles for their fleet and is seeking additional space for their vehicle program.

The Port identified an existing paved parking area at our Cleanwater Center property located at 300 Tumwater Blvd. This space is currently not in use due to future development plans, and City of Tumwater permit requirements. DES understands the Port's long-term plan to improve the site and agreed to the lease term, as presented, to meet their current fleet parking needs. DES is in good standing with the Port for its existing Port 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 November 12, 2025 and ending on October 31, 2027 with one option for an additional two-year term. Among other benefits, this lease provides the Port with the ability to capture new revenue and provides support for DES operational needs.

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 25-0096 DES Tumwater Project No. 25-07-212
- 2. Exhibit A Leased Space Requirements
- 3. Exhibit B The Design Professional's Space Plan (DES Lease Area)
- 4. Exhibit C Ratification

Summary & Financial Impact:

- This lease is anticipated to commence on November 12, 2025 and terminates on October 31, 2027.
- Total 2-year airport revenue generated from this new lease: \$48,000.00.

Environmental Considerations

The premises for this lease area is located on a portion of an existing paved parking lot located at 300 Tumwater Blvd. The area will be used for the storing of fleet vehicles; no vehicle maintenance will be conducted on the leased premises. There will be no impacts to permeable surfaces or adjacent habitat because of this lease.

Options with Pros and Cons:

1. Approve DES lease SRL 25-0096 authorizing the Executive Director to execute a lease with the State of Washington Department of Enterprise Services (DES).

Result: The Port will enter a new lease with DES providing needed support for DES operations and new revenue for the Port's Cleanwater Center property.

2. Do not approve DES lease SRL 25-0096 authorizing the Executive Director to execute a lease with the State of Washington Department of Enterprise Services (DES).

Result: The Port will not enter into a new lease with DES. This will result in a lost revenue opportunity and DES will need to explore other options for their fleet needs.

Staff Recommendation:

Approve DES lease SRL 25-0096 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 25-0096 Project No. 25-07-212 (Tumwater) SLM/ams Page 1 of 10 Date: September 29, 2025

LEASE

THIS LEASE is made and entered into between <u>Port of Olympia</u>, a <u>municipal corporation</u> whose address is <u>606 Columbia Way Northwest</u>, <u>Suite 300</u>, <u>Olympia</u>, <u>Washington 98501</u>, for <u>its</u> heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, <u>Department of Enterprise services</u>, <u>Fleet Operations</u>, 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: 82701600400

Common Street Address: 300 Tumwater Boulevard Southwest, Tumwater, Washington 98501

Approximately 8,100 square feet of rentable parking spaces which includes fifty (50) parking spaces located at the above address as shown in Exhibit "B", attached hereto and incorporated herein., all legally described as Section 3 Township 17 Range 2W Quarter SE SE & NE NE SEC 10 SS190710TW LT 2 Document 4731596 Lease #15 to Tumwater Boulevard LLC 3976081 & Less Ptns Leased 16001 & 16002.

NEW PARCEL LOT 2

THAT PORTION OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER, OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 02 WEST, WILLAMETTE MERIDIAN, IN THURSTON COUNTY WASHINGTON, AND THAT PORTION OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER, OF SECTION 10, TOWNSHIP 17 NORTH,

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RANGE 02 WEST, WILLAMETTE MERIDIAN, IN THURSTON COUNTY WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3-INCH BRASS DISC, WITH PUNCH "SKILLINGS & CONNOLLY/LS 27192", BEING SOUTH 52 ° 34'05" WEST, 896.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE MONUMENTED LINE, FROM SAID FOUND DISC TO SAID SOUTHEAST CORNER, NORTH 52 °34'05" EAST, 75.06 FEET;

THENCE LEAVING SAID MONUMENTED LINE, NORTH 37 °25'55" WEST, 53.49 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF TUMWATER BOULEVARD SW AND POINT OF BEGINNING; THENCE ALONG SAID MARGIN THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 54 °52'19" EAST, 86.88 FEET TO A POINT BEING 50.00 FEET PERPENDICULAR TO SAID MONUMENTED LINE;
- 2) <u>ALONG A LINE 50.00 FEET NORTHWESTERLY AND PARALLEL WITH SAID MONUMENTED LINE, NORTH 52 °34'05" EAST, 361.40 FEET;</u>

THENCE LEAVING SAID MARGIN, NORTH 37 °17'00" WEST, 238.47 FEET;

THENCE NORTH 01 °49'12"EAST, 491.53 FEET;

THENCE NORTH 88 °10'48" WEST; 132.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 23.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 °41'56", AN ARC LENGTH OF 36.79 FEET (CHORD BEARING SOUTH 46 °58'14" WEST, 33.15 FEET);

THENCE SOUTH 02 °07'16" WEST, 21.13 FEET;

THENCE NORTH 88 °10'50" WEST, 30.39 FEET TO THE EAST LINE OF A SURVEY MAP RECORDED AT THURSTON COUNTY, WASHINGTON, AT AUDITOR'S FILE NUMBER 3184939;

THENCE ALONG SAID EAST LINE SOUTH 02 °07'42" WEST, 405.29 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF 73RD AVENUE SW;

THENCE ALONG SAID MARGIN, SOUTH 88 °15'43" EAST, 17.36 FEET;

THENCE LEAVING SAID MARGIN, SOUTH 31 °59'28" WEST, 34.73 FEET

TO THE SOUTH RIGHT-OF-WAY MARGIN OF 73RD AVENUE SW;

THENCE ALONG SAID MARGIN, NORTH 88 °15'43" WEST, 9.79 FEET TO THE EAST LINE OF SAID SURVEY MAP;

THENCE ALONG SAID EAST LINE, SOUTH 01 °53'55" WEST, 477.68 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 34.00 FEET THEREOF FOR RIGHT-OF-WAY DEDICATED TO THE CITY OF TUMWATER ASSOCIATED WITH 72ND AVENUE SW.

CONTAINING 185511 SQUARE FEET, OR 4.26 ACRES

USE

- 2. The premises shall be used by the <u>Department of Enterprise Services</u>, <u>Fleet Operations</u> and/or other state agencies for the following purpose(s): <u>parking for government-owned vehicles</u>.
- 2.1. Lessee shall use the premises only for parking of vehicles owned by the government and shall not use the premises for any other purpose without 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 Please Initial

be considered approved. The premises shall be used only in accordance with City of Tumwater land use regulations and codes. Lessee agrees that it will not disturb Lessor or any other tenant of Lessor by making or allowing state employees who are using government-owned vehicles to make any disturbance or any unusual noise or other condition on, in or near the premises.

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3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning November 12, 2025 and ending October 31, 2027.

RENTAL RATE

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

50 Parking Spaces (\$40.00 per parking space)

November 12, 2025 to November 30, 2025

One Thousand Two Hundred Sixty-six Dollars and Sixty-seven Cents

\$1,266.67 per month

December 1, 2025 to October 31, 2027

Two Thousand Dollars and Zero Cents

\$2,000.00 per month

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

4.1. Rent shall be prorated to the actual date of occupancy if a period of rent is not a complete month.

INCENTIVES

5. [Intentionally deleted]

EXPENSES

6. <u>During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, landscape and irrigation water and repair as described below, together with stormwater.</u>

MAINTENANCE AND REPAIR

7. Lessee agrees to lease the premises in its as-is condition and understands the Port is unable to make improvements to the leased premises including pavement maintenance other than pothole repairs and general cleaning and vegetation removal. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of 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: parking lot cleaning and restriping at the Port's discretion (including snow removal which is subject to the Port's Snow Plan); 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.

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RENEWAL/CANCELLATION

9. The Lease may, at the option of the Lessee, be renegotiated for an additional two (2) years.

PAYMENT

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

COMPLIANCE WITH STATE/FEDERAL LAWS

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

FIXTURES

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

LEASE PREMISES/OCCUPANCY

13. The Lessor shall ensure the Leased Premises is ready for occupancy on or before November 12, 2025 as referenced on the site plan #25-07-212 (Exhibit "B"), approved by the Design Manager on September 30, 2025, initialed by both parties hereto and incorporated herein by reference.

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.

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

ENERGY CONSERVATION

18. [Intentionally deleted]

REIMBURSEMENT FOR DAMAGE TO PREMISES

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

HAZARDOUS SUBSTANCES

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

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

ADDITIONAL LEASE PROVISIONS

21. [Intentionally deleted]

CANCELLATION/SUPERSESSION

22. [Intentionally deleted]

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DUTY TO CURE

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

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

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

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

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

SELF HELP

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

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

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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

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

25. 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

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

SUBORDINATION

27. 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 and receipt of the processing fee(s) set forth herein, the State's standard Tenant Estoppel Letter and/or Subordination, Non-Disturbance, and Attornment Agreement, which have been approved as to form by the Office of the Attorney General. A processing fee of \$250 for a single document, or \$400.00 for both documents, will be assessed for these documents.

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CAPTIONS

28. 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

29. 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

30. 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 200

Olympia, Washington 98501

LESSEE: Department of Enterprise Services SRL <u>25-0096</u>

Real Estate Services 1500 Jefferson Street S.E. Post Office Box 41468

Olympia, Washington 98504-1468

EXHIBITS

- 31. 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: The Design Professional's Space Plan
 - c) <u>Exhibit C: Ratification</u>

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IN WITNESS WHEREOF, the parties subscribe their names.

Port of Olympia STATE OF WASHINGTON <u>Department of Enterprise Services, Fleet Operations</u> By:_____ Acting through the Department of Enterprise Services Printed Name: Richard J. Bushnell, Assistant Director Real Estate Services Date: RECOMMENDED FOR APPROVAL: Samantha Marx Samantha Marx, Property and Acquisition Specialist Real Estate Services Date: 11/04/2025 APPROVED AS TO FORM: Assistant Attorney General

Please Initial

Date:

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LEASED SPACE REQUIREMENTS

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

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



TABLE OF CONTENTS:

GENERAL INFORMATION	1
SPECIFICATIONS AND PERFORMANCE REQUIREMENTS	7
APPENDIX A: BID COST BREAK DOWN	53

GENERAL INFORMATION

1.0 INTRODUCTION

1.1 PURPOSE

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

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

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

1.2 ORGANIZATION

The LSR is organized as follows:

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

<u>Specifications:</u> 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.

<u>Bid Cost Breakdown</u> - provided on the web page referenced above.

2.0 DEFINITIONS

2.1 ADDENDUM

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

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

2.2 ADDITIONAL TENANT IMPROVEMENTS

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

2.3 ALTERATIONS

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

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

2.4 APPROVAL

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

2.5 AUTHORITY HAVING JURISDICTION (AHJ)

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

2.6 AUTHORITY TO PAY (ATP)

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

2.7 BID COST BREAKDOWN FORM (BCB)

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

2.8 CHANGE ORDERS

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

2.9 CONSTRUCTION DOCUMENTS

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

2.10 DESIGN PROFESSIONAL

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

2.11 EXISTING CONDITIONS

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

2.12 **LEASE**

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

2.13 NEW LEASED SPACE

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

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

2.14 NOTICE TO PROCEED

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

2.15 PLANS and/or DRAWINGS

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

2.16 PROJECT TEAM

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

2.17 PUNCH LIST

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

2.18 REVIEW

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

2.19 SUBSTANTIAL COMPLETION

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

3 GENERAL REQUIREMENTS

3.1 CODE COMPLIANCE

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

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

3.2 SUSTAINABILITY

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

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

3.3 LIFE CYCLE COST ANALYSIS

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

3.4 ACCESSIBILITY

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

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

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

3.5 AS-BUILT DRAWING SUBMITTALS

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

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

3.6 PREPARATION OF PLANS AND SPECIFICATIONS

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

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

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

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

3.7 DECLARATION OF NON-CONFORMANCE WITH LEASED SPACE REQUIREMENTS

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

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

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

3.8 SUBMISSION OF COSTS

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

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

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

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

Itemized summary of the work (labor and materials only) with associated

costs

Total of Cost of the Work ("Project Cost Subtotal")
Total Project Mark-Up*

State sales tax

Lessor's total ("Total Project Cost")

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

4 BUILDING MEASUREMENTS

4.1 BOMA REQUIREMENTS

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

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

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

4.2 LOAD FACTOR

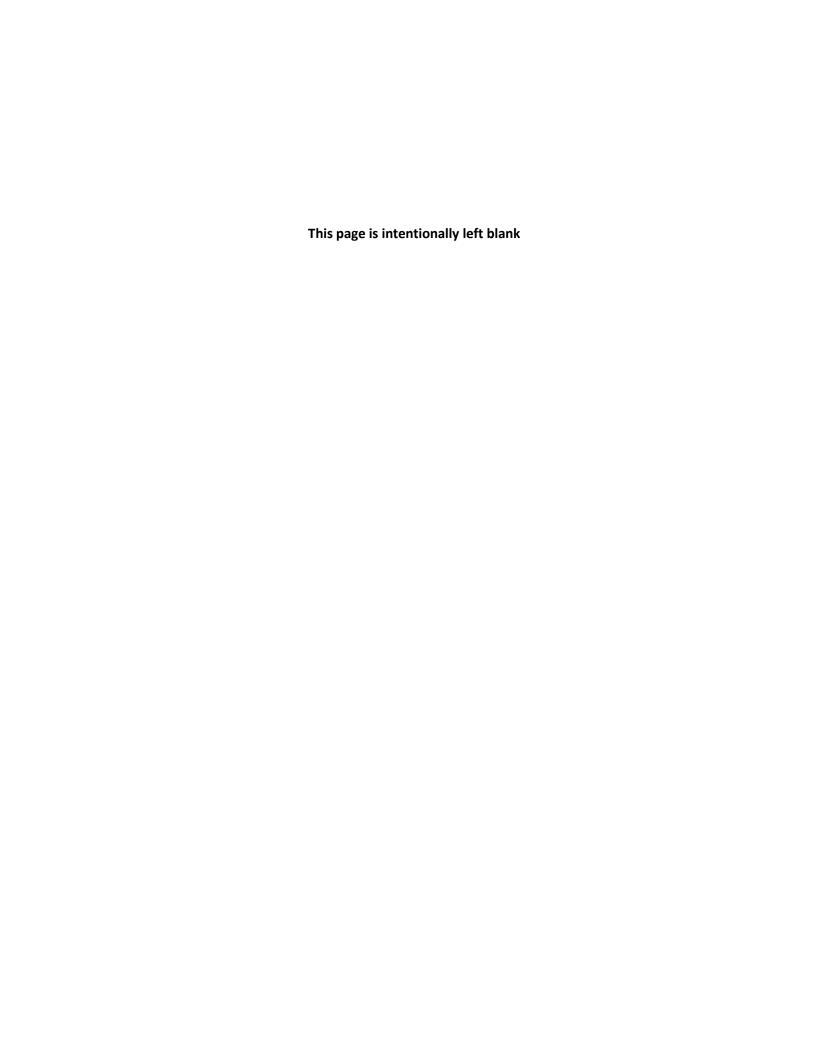
The load factor is a multiplier obtained by dividing the rentable area by the usable area; it quantifies the efficiency of a particular space. A load factor may also be used to adjust a USF measurement to an RSF measurement.

SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

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

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

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



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 MANAGEMENTS 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.

<u>07 30 00 , 07 40 00, 07 50 00 ROOFING</u>

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, 1-¾" 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), 1-3/4" 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, $\frac{1}{2}$ " 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 pushbutton 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.

<u>09 50 00 CEILINGS</u>

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-butted 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 ($18" \times 18"$) 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 ± 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 backup, 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 additional 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 \pm

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

1.6 CONTROLS

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

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

1.7 FILTRATION

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

1.8 NOISE

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

1.9 BUILDING EXHAUST SYSTEM

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

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

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

23 30 00 HVAC AIR DISTRIBUTION

1.1 AIR DISTRIBUTION

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

1.2 AIR INTAKE

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

END OF DIVISION 23 00 00

26 00 00 ELECTRICAL

1.1 GENERAL

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

1.2 PRODUCTS AND APPLICATIONS

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

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

26 05 00 COMMON WORK RESULTS FOR ELECTRICAL

1.1 SUMMARY OF THE WORK

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

1.2 DEFINITIONS

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

DEDICATED RECEPTACLE

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

STANDARD RECEPTACLE

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

26 05 13 MEDIUM-VOLTAGE OPEN CONDUCTORS

CONDUCTORS

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

26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

GROUNDING

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

26 05 33 RACEWAY AND BOXES FOR ELECTRICAL SYSTEM

RACEWAYS

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

PANEL BOARDS

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

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

CIRCUITING GUIDELINES

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

CONTROLLED RECEPTACLES

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

POWERED SYSTEMS FURNITURE

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

FLOOR DEVICES

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

26 08 00 COMMISSIONING FOR ELECTRICAL SYSTEMS

COMMISSIONING REQUIREMENTS

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

26 09 00 INSTRUMENTATION AND CONTROL FOR ELECTRICAL SYSTEMS

SWITCHING

1.1 SUMMARY OF THE WORK

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

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

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

1.2 AREA CONTROLS

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

Exceptions:

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

1.3 DAYLIGHT ZONE CONTROL

All day lighted areas shall be controlled per the WSEC.

1.4 AUTOMATIC SHUT-OFF CONTROLS, EXTERIOR

Exterior lighting shall be controlled in compliance with the WSEC.

1.5 AUTOMATIC SHUT-OFF CONTROLS, INTERIOR

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

Exceptions:

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

1.6 OCCUPANCY SENSORS AND PLUG LOADS

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

1.7 AUTOMATIC TIMED SWITCHES

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

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

26 27 00 LOW-VOLTAGE DISTRIBUTION EQUIPMENT

1.1 FLOOR BOX SERVICE FITTINGS

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

1.2 SERVICE POLES (Power Duct Posts)

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

26 50 00 LIGHTING

26 51 00 INTERIOR LIGHTING

26 51 13 INTERIOR LIGHTING FIXTURES, LAMPS, AND BALLASTS

1.1 SUMMARY OF THE WORK

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

1.2 INSTALLATION

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

1.3 FIXTURES, BALLASTS AND LAMPS

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

BALLASTS

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

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

LAMPS

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

1.4 FIXTURE REQUIREMENTS FOR SPECIFIC AREAS

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

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

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

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

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

1.5 LIGHTING LEVELS

WAITING, STORAGE, RESTROOMS AND HALL AREAS

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

OFFICES, OPEN OFFICE AREAS, ASSEMBLY AREAS

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

WAREHOUSES

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

PARKING AREAS AND PEDESTRIAN PATHWAYS

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

26 52 00 EMERGENCY LIGHTING

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

END OF DIVISION 26 00 00

27 00 00 COMMUNICATIONS

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

1.1 GENERAL

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

1.2 INSTALLATION/FITTINGS

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

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

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

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

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

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

1.4 CABLE MANAGEMENT SYSTEMS

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

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

END OF DIVISION 27 00 00

28 00 00 ELECTRONIC SAFETY AND SECURITY

28 30 00 ELECTRONIC DETECTION AND ALARM

28 31 00 FIRE DETECTION AND ALARM

1.1 SUMMARY OF THE WORK

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

END OF DIVISION 28 00 00

32 00 00 EXTERIOR IMPROVEMENTS

32 10 00 BASES, BALLASTS AND PAVING

1.1 SUMMARY

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

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

32 13 00 RIGID PAVING

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

32 17 00 PAVING SPECIALTIES

32 17 13 PARKING BUMPERS

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

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

32 17 23 PAVEMENT MARKINGS

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

32 39 00 MANUFACTURED SITE SPECIALTIES

32 39 13 MANUFACTURED METAL BOLLARDS

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

32 80 00 IRRIGATION

32 84 00 PLANTING IRRIGATION

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

32 90 00 PLANTING

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

END OF DIVISION 32 00 00



APPENDIX B: BID COST BREAKDOWN

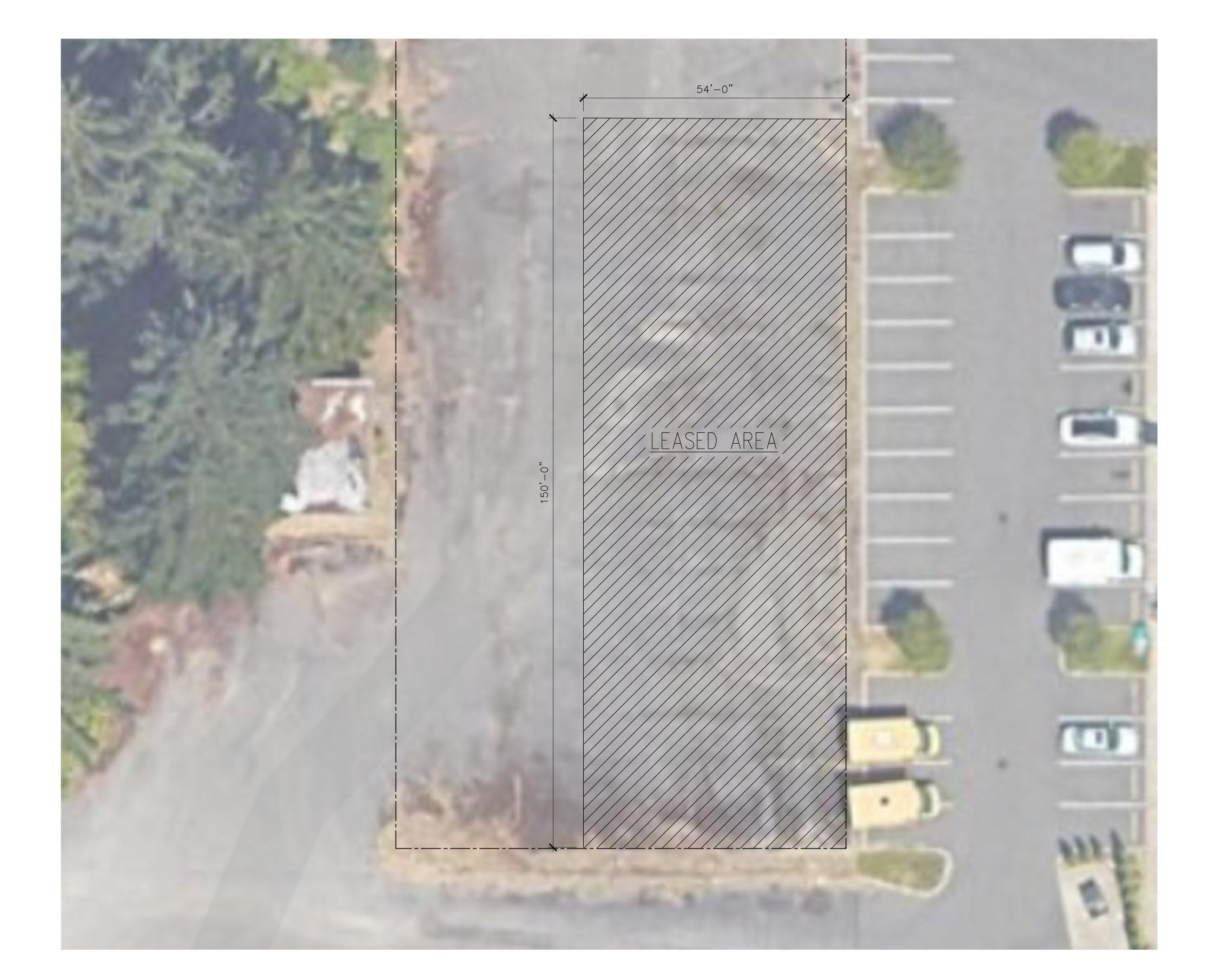
Bid Cost Breakdown Form

Project#			Address			RES Design Professional			
SR&L#			City			RES Lease Agent			
Agency	Rentable Area (SF)			le Area (SF)	25,000	Agency F	acility Planner		
Lessor & Phone #									
Contractor & Phone #						Revised			
Item		Total Units	Units Type	Unit Cost	Total Cost	С	ost to Lessor	Co	ost to Agency
						% or#	\$ Cost	% or #	\$ Cost
					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
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					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
					\$0.00		0.00		0.00
Project Cost Subtot	tal				\$0.00		\$0.00		\$0.00
Total Project Mark-Up (15% max) per LSR section 3.8			0%	\$0.00		\$0.00			
State Sales Tax			0%	\$0.00		\$0.00	\$0.00 \$0.0		
TOTAL PROJECT COST				\$0.00		\$0.00			
COST PER SQUARE FOOT				\$0.00		\$0.00	\$0.00 \$0.0		
Method of Payment: Cash upon project completion, unless agreed otherwise. Up to 80% payable at substantial completion.									
					Approvals				
Lessor		Agency Facility Planner			RES Lease Agent		RES Design Professional		
Date:	Date:			Date:		Date:			

LSR 1.0 Compliant

END OF LEASED SPACE REQUIREMENTS

BUILDING DATA SQ. FT. BOMA RENTABLE AREA



PROJECT NOTES

- LESSOR TO REMOVE PARKING LOT OF VEGETATION AND GROWTH, AND MAINTAIN THE PARKING LOT IN USABLE CONDITION THROUGHOUT THE DURATION OF THE LEASE.
- LESSOR TO PROVIDE TREE TRIMMING AND PRUNING UP TO 14'-0" CLEAR FROM ROADWAY AT SOUTH ACCESS ROAD, AND ALONG ITS LENGTH. LESSOR TO MAINTAIN PARKING LOT PERIMETER LANDSCAPING TO NOT IMPEDE ACCESS AND/OR USE OF PARKING LOT

RES DESIGN PROFESSIONAL APPROVAL Navou Dans DATE: 09/30/25 RES LEASING APPROVAL Samantha Marx DATE: 09/30/25

DEPT OF ENTERPRISE SERVICES REAL ESTATE SERVICES Design Manager

DATE: 09/30/25

8,100 SQ. FT. BOMA OCCUPANT AREA

DES Fleet, Tumwater, 25-07-212, Prof (SRL 24-0082), 300 Tumwater Blvd - Lease Exhibit - 9-30-25

Final Audit Report 2025-09-30

Created: 2025-09-30

By: Darrin Klaus (Darrin.Klaus@des.wa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAALQ6XpdarFlxt_j78c8p8WSwGCylvZTZo

"DES Fleet, Tumwater, 25-07-212, Prof (SRL 24-0082), 300 Tumwater Blvd - Lease Exhibit - 9-30-25" History

- Document created by Darrin Klaus (Darrin.Klaus@des.wa.gov) 2025-09-30 4:48:36 PM GMT
- Document emailed to Regina Leccese (regina.leccese@des.wa.gov) for signature 2025-09-30 4:48:42 PM GMT
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 2025-09-30 4:52:15 PM GMT
- Document e-signed by Regina Leccese (regina.leccese@des.wa.gov)
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- Document emailed to Courtney Speer (Courtney.Speer@des.wa.gov) for signature 2025-09-30 4:52:48 PM GMT
- Email viewed by Courtney Speer (Courtney.Speer@des.wa.gov) 2025-09-30 4:53:45 PM GMT
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- Document emailed to Samantha Marx (Samantha.Marx@des.wa.gov) for signature 2025-09-30 4:54:28 PM GMT
- Email viewed by Samantha Marx (Samantha.Marx@des.wa.gov) 2025-09-30 4:58:04 PM GMT



Document e-signed by Samantha Marx (Samantha.Marx@des.wa.gov)
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ocument e-signed by Darrin Klaus (Darrin.Klaus@des.wa.gov)

Signature Date: 2025-09-30 - 5:00:18 PM GMT - Time Source: server

Agreement completed. 2025-09-30 - 5:00:18 PM GMT

SRL 25-0096	
Exhibit C	
Please Initial SM/	

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 2. 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, 20	Lease was ratified by the Port of Olympia Commission on
Port of Olympia Commission	
By:	
Its:	
Date:	
STATE OF WASHINGTON)	
COUNTY OF THURSTON) ss	
municipal corporation named in the within a	
IN WITNESS WHEREOF, I have written.	hereunto set my hand and seal the day and year first above
	Print Name: NOTARY PUBLIC in and for the State of Washington, residing at
	residing at My commission expires:



Commission Meeting Minutes Monday, March 10, 2025

Call to Order – Special Meeting

Commission President Jasmine Vasavada called a special meeting of the Port of Olympia Board of Commissioners to order and open to the public at 4:30 p.m., Monday, March 10, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Tonge, Secretary; and Bob Iyall.

Attended Virtually: Commissioner Amy Harding.

Executive Session

At 4:30 p.m., Commissioner Jasmine Vasavada, Port of Olympia Commission President, announced that the Commission would recess into a closed Executive Session until 5:15 p.m. to (1) consider the selection of a site or the acquisition of real estate by lease or purchase (RCW 42.30.110(1)(b)), and (2) to discuss potential litigation with legal counsel representing the agency RCW 42.30.110(1)(i).

At 5:30 p.m., Commissioner Vasavada announced that the Commission was extending the Executive Session for a period of 30 minutes, until 6:00 p.m.

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 6:00 p.m. No decisions were made, and no action was taken.

Call to Order - Regular Meeting

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 6:02 p.m., Monday, March 10, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Tonge, Secretary; and Bob Iyall.

Attended Virtually: Commissioner Amy Harding.

<u>Staff</u>: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Programs and Planning; Chris Paolini, Airport Senior Manager;

Emily Girton, Marketing and Outreach Coordinator; and Missy Goodell, Executive and Commission Coordinator.

<u>Guest</u>: Joel Hansen, Chair, Port of Olympia Citizens Advisory Committee.

Commissioner Vasavada returned the regular meeting to order at 6:02 p.m. and stated that the Commission was in Executive Session until 5:58 p.m. No decisions were made, and no action was taken.

Approval of Agenda

Commissioner Iyall moved to approve the agenda. Commissioner Montano seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent port activities including the addition of three new Port employees; attending a recent Planning Retreat with the Port Commission and Port Leadership to align, plan and set clear goals and initiatives for 2025; the Port hosting a Public Observation Day at the Port Plaza Pier offering the opportunity to view the sediment sampling process in West Bay and learn more about the Budd Inlet Cleanup project; hosting Olympia Mayor Donte Payne for a marine terminal tour and ceremony to welcome the first-time vessel arrival of the Star Minerva. At the March Thurston County Chamber Forum, the Port of Olympia will moderate the session titled "How will Real Estate Shape Thurston County's Future."

In addition, she reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Eight individuals provided public comments regarding delaying the approval of the Option to Lease Agreement 7th Amendment – Panattoni/New Market Industrial Campus.

Consent Calendar

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

Pending Issues or Business

<u>Briefing: Port of Olympia Citizens Advisory Committee (POCAC) Workplan.</u> Joel Hansen, POCAC Chair, presented the POCAC's proposed Work Plan for 2025. The proposed 2025 Work Plan includes 1) incorporating the three subcommittee work plans by reference; 2) working with staff to recruit additional members to the POCAC with an emphasis on increasing the diversity of the POCAC membership and 3) conducting public engagement efforts on timely topics as directed by the Commission. The Commission was asked to provide clarity and insight on their desired areas of focus, role, functions and authorities.

Commission Meeting Meeting Minutes
March 10, 2025 Page 2

Action Calendar

Option to Lease Agreement 7th Amendment – Panattoni/New Market Industrial Campus. Warren Hendrickson, Director of Operations, presented information on the 7th Amendment to the Option to Lease with Panattoni/New Market Industrial Campus. The 7th Amendment would achieve Commission objectives by establishing a criteria for non-HCP development, and, establishing criteria for triggering revenue generation.

<u>Motion</u>: Commissioner Iyall moved to authorize the Executive Director to execute the Option to Ground Lease 7th Amendment as presented. Commissioner Montano seconded the motion. Commissioners Iyall, Sanders and Montano voted in the affirmative; Commissioners Harding and Vasavada abstained from voting; the motion passed.

Action/Other Calendar

None.

Advisory Calendar

<u>Airport Capital Project Contract Award: Runway 17-35 Pavement Rehabilitation and Electrical Improvements.</u> Chris Paolini, Airport Senior Manager, provided information on an upcoming request to approve an Airport construction contract that will be brought before the Commission on March 24 as an Action item. This project would rehabilitate the primary runway to protect the Port asset; improve safety, operational reliability and reduces Port liability; and improves airport energy efficiency by reducing electricity usage. This project would <u>not</u> increase the length of the runway, nor does it increase pavement strength to support larger aircraft.

Commissioner Reports/Discussion

Commissioner Sanders shared that she attended the Public Observation Day to view the sediment sampling on West Bay.

Commissioner Harding provided her view regarding the public comments received regarding the Port of Olympia's industrial and airport lands and Tumwater. The distinction between advocacy (articulation of a personal world view) and governance (something that demands a broader perspective) was addressed. Balancing competing interests was deemed critical. The importance of industrial use areas was shared.

Commissioner Tonge announced that she will be attending the Chamber Forum this Wednesday, which is open to the public and Chamber members.

Commissioner Iyall stated that he recently attended the Port's Commissioner and Port Leadership Retreat. He also recently conducted a Town Hall at Nisqually Middle School that was well-attended.

Commissioner Vasavada recently represented the Port of Olympia at a monthly Board meeting for the Thurston County Economic Development Commission; she was elected as a new member. She thanked Joel Hansen, POCAC Chair, for inviting her to join his Kiwanis presentation today where they heard from the manager of the Chehalis airport and from several members of the community with their concerns about the airport master plan. Air mobilities of the future was also discussed.

Commission Meeting Meeting Minutes
March 10, 2025 Page 3

Other Business

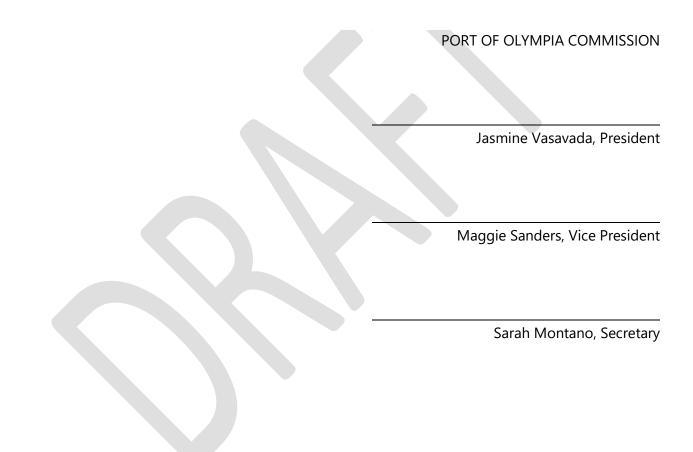
None.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, March 24, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, March 10, 2025, regular meeting was adjourned at 7:13 p.m. by Commissioner Vasavada.





Commission Meeting Minutes Monday, March 24, 2025

Call to Order – Special Meeting

Commission President Jasmine Vasavada called a special meeting of the Port of Olympia Board of Commissioners to order and open to the public at 4:30 p.m., Monday, March 24, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Amy Harding, and Bob Iyall.

Attended Virtually: Commissioner Sarah Montano, Secretary.

Executive Session

At 4:30 p.m., Commissioner Jasmine Vasavada, Port of Olympia Commission President, announced that the Commission would recess into a closed Executive Session until 5:15 p.m. to discuss potential litigation with legal counsel representing the agency RCW 42.30.110(1)(i).

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 5:15 p.m. No decisions were made, and no action was taken.

Call to Order – Regular Meeting

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:30 p.m., Monday, March 24, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Amy Harding and Bob Iyall.

Attended Virtually: Commissioner Sarah Montano, Secretary.

<u>Staff</u>: Alex Smith, Executive Director, Chris Wright-Pierce, General Counsel; Warren Hendrickson, Director of Operations; Chris Paolini, Airport Senior Manager; Mike Reid, Director of Community and Economic Development; James Sommer, Public Works Manager; Damien Egan, Harbor Senior Manager; Emily Girton, Marketing and Outreach Coordinator; and Missy Goodell, Executive and Commission Coordinator.

<u>Guests</u>: Anthony Hemstad, Don Krug and Debbie Pattin of the Port of Olympia Citizens Advisory Committee.

Approval of Agenda

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

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She introduced two new team members that recently joined the Port, Brent Barnes, Director of Enterprise Services, and Kim Cayenne, Marina Office Coordinator. She shared that the Port participated in Thurston County Chamber's March Forum, where the Port facilitated the conversation "How Will Real Estate Shape Thurston County's Future?" A ceremony was held with the Black Hills Audubon Society dedicating its new interpretive sign at Billy Frank Jr. Park; and some Port staff toured Lacey MakerSpace to gain a deeper understanding of their operations. The Port will participate in this year's Women Build with Habitat for Humanity South Puget Sound on May 14. Commissioners and Port staff had the opportunity to support the Thurston County Chamber Foundation at their annual 'A Night on the Town' event.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Public Comment

Sixteen individuals provided public comments regarding project labor agreements, port leased land, and the Airport Master Plan.

Consent Calendar

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

Pending Issues or Business

<u>Port of Olympia Citizens Advisory Committee (POCAC) Workplan</u>. Anthony Hemstad, Don Krug and Debbie Pattin of the Port of Olympia Citizens Advisory Committee presented the POCAC's 2025 Workplan, the Workplan of the POCAC's Economic Development Subcommittee and POCAC vacancies. The Commission was asked for their direction. The desire to have members from all five districts was noted and a more diverse group was discussed.

Anthony Hemstad updated the Commission on the Economic Development Subcommittee's work to date.

Don Krug asked the Commission for their support to move forward with soliciting more POCAC members. Commissioner Harding expressed support in opening up the application process, ensuring that the process and dates are transparent and clearly stated on the Port's website. Commissioner Harding sees the Commission as setting the strategic direction, the staff is implementing the strategic direction, and the POCAC with a role of multiplying those efforts.

Commission Meeting Meeting Minutes
March 24, 2025 Page 2

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

None.

Commissioner Reports/Discussion

Commissioner Montano recently attended the recent Thurston County Chamber event where Panattoni was highlighted. Commissioner Montano learned more about Panattoni and what their values are. She believes that this will be a good development for Thurston County and good for employees.

Commissioner Sanders attended a STEDI meeting at the Southwest Washington Agriculture and Business Innovation Park. The Port supported the feasibility study that resulted in this park. They also opened an organic business with a ribbon cutting ceremony. They also have an awesome event center. They will serve as a business resource and innovation hub, and an agri-tour destination.

Commissioner Harding shared a statement as she has observed her fellow commissioners wrestling with how to best represent the community and the environment. She indicated that she was thankful that as the Port of Olympia's staff fully forms, they are really digging into the broad community work with Vision 2050.

"I want to address the public comment we've been receiving regarding our industrial and airport lands in Tumwater. Our community thrives on the passion of its advocates. And I really do deeply value that – how cool is it that we have the carpenters' union and people opposing the airport that are here today.

My time on the port commission has taught me the crucial distinction between advocacy and governance. Advocacy, in its essence, is the articulation of a personal world view, a clear and often binary stance. "Meat is harmful." "Embrace veganism." Or "Meat is essential, follow the Palio path." "No new homes, they will clog our roads." "We need affordable housing, build denser." "I love planes." "I hate planes." These are powerful expressions of individual conviction. And who has the privilege of advocacy is not always representative of our whole diverse community. Just those with the time and resources to show up. That goes back to the Vision 2050 process that we undertook that took thousands of hours and different people participating, that I am really thankful for. As we view our processes through the lens of equity, I really think this matters.

Governance, on the other hand, demands a broader perspective. It requires us to listen intently to a chorus of diverse voices, each advocating for their own vision and then to forge policies that balance these competing interests. Also including the voices of the unheard. It's about finding common ground amidst a landscape of differing priorities. And

then there are the unavoidable necessities, the projects that inspire little enthusiasm. No one clamors for an electrical substation in their backyard, yet we depend on a robust grid to power our present and future energy needs.

Advocacy simplifies, offering yes or no solutions. Governance, when done well, is a complex tapestry weaving together the threads of advocacy to meet both practical and aspirational needs of our community. In Tumwater the city's Comprehensive Plan serves as its guiding framework for how land in Tumwater should be used. It's created with ongoing public input. As the land use authority of the port's properties within Tumwater, Tumwater has designated most of our lands for airport related industry or industrial use. This designation reflects a deliberate choice. These lands, when looking at the whole community of Tumwater, are the optimal location for industrial infrastructure. Industrial lands like substations may not have an abundance of folks clamoring to their defense either.

The recent campaign by the Port of Seattle to safeguard its industrial lands powerfully illustrates this point. Former Port of Seattle Chair Ryan Calkins aptly compared industrial lands to a home's laundry room. You don't showcase the laundry room to guests when they come to your dinner party. You lead them to the kitchen, the dining room, the bedrooms, the parks, the breweries, the coffee shops that define our community's charm. These are the visible, celebrated spaces. But as Calkins emphasized, the laundry room, though unseen, is essential. Without it, the entire house and all its appealing features cease to function. Similarly, our industrial lands and airport lands, though perhaps less glamorous, are the bedrock upon which our community's vitality and functionality rest. I thank the Thurston County residents who have advocated on behalf of and against the activation of our industrial lands as we've seen tonight with the Carpenters' Union and those opposed to the Airport master plan. I'm thankful for those who are working at their jobs, entry level or those requiring higher levels of education alike, or caring for children and do not have the opportunity for advocacy. I'm also grateful for the opportunity to do the challenging work of governance alongside the support of the Port of Olympia Commission. We represent those working in warehouses, as those as well as those purchasing goods distributed by them. Those who use the airport directly and those who experience the benefits more indirectly through medical life lights and wildland firefighting efforts. Governing for all can be lonely because you can feel a little isolated touting the benefits of the laundry room. Can't we all just have a job where you get to celebrate the kitchen? I suppose not. But I am grateful for colleagues who lead with courage and keep our whole Thurston County house working."

Commissioner Iyall reported on his committee assigned meetings. He attended a Yelm Chamber of Commerce meeting, and the Transportation Policy board, and his appointment to the Solid Waste Advisory Committee was just approved.

Commission Meeting Meeting Minutes
March 24, 2025 Page 4

Commissioner Vasavada reported that the Commission recently toured the former Dancing Goats building. She sees her role at the Commission is to steer economic growth and economic development, but in an ecologically friendly way.

Other Business

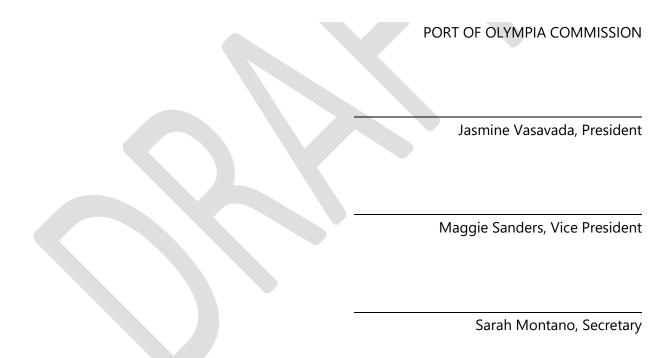
None.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, April 14, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, March 24, 2025, regular meeting was adjourned at 6:41 p.m. by Commissioner Vasavada.





Commission Special Meeting/Work Session Minutes Monday, June 9, 2025

Call to Order – Special Meeting

Commission President Jasmine Vasavada called a special meeting of the Port of Olympia Board of Commissioners to order and open to the public at 4:00 p.m., Monday, June 9, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

Executive Session

At 4:00 p.m., Commissioner Jasmine Vasavada, 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 (2) to consider the minimum price at which real estate will be offered for sale or lease RCW 42.30.110(1)(c).

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 5:15 p.m. No decisions were made, and no action was taken.

Call to Order – Regular Meeting

Commission President Jasmine Vasavada called the Commission Special Meeting/Work Session of June 9, 2025, to order and open to the public at 5:34 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

<u>Staff</u>: Alex Smith, Executive Director; Mike Reid, Director of Community and Economic Development; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Approval of Agenda

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

Port of Olympia Citizens Advisory Committee (POCAC) Discussion

The Commission was provided background information on the Port of Olympia Citizens Advisory Committee (POCAC) and discussed what the POCAC should be working on and how the Commission should direct the POCAC's work.

Background:

For decades, the Port of Olympia has had a Citizens Advisory Committee to provide the Commission with community perspectives on topics the Commission identifies.

In 2022, the Port Commission passed a resolution increasing the number of positions on the POCAC to between nine and seventeen members. That resolution also specified that the Commission assigns tasks to the POCAC through written requests that include the scope of the assignment to the POCAC and specified the type of work product the Commission would like on that topic (for example, a white paper, or a policy recommendation). The resolution did not specify, however, how the Commission would identify and transmit tasks for the POCAC.

In 2024, the POCAC engaged in a workshop to discuss roles, expectations and operating rules. From that two documents were produced: one on roles and expectations for POCAC members, and one that laid out operating rules. The operating rules included the possibility of creating subcommittees, and three were ultimately established: the Budd Inlet, Destination Waterfront and Economic Development subcommittees.

However, the document outlining roles and expectations conflicted with the governing resolution on how the POCAC was to be assigned tasks. In addition, the operating rules were unduly complex and needed to be simplified.

The revisions to the "Roles and Expectations" document and the "Operating Rules" document include the following changes:

- Consolidation of the following two documents into one:
 - The "Committee Roles and Expectations" document (Exhibit A to the Commission Resolution), and
 - o The "Operating Rules" document (Exhibit B to the Commission Resolution).
- Alignment of the operating rules with Resolution 2025-02 in regard to how POCAC assignments are developed and assigned.
- Simplification of how Port staff support the POCAC.
- Removal of the procedures for Open Public Meetings Act compliance.

The Commission is scheduled for a joint session with the POCAC on June 17, 2025, at 5:00 p.m. to discuss, in part, how the Commission would like to develop and transmit assignments to the POCAC. This work session is to provide the Commission with an opportunity to discuss this issue in advance of the joint meeting with the POCAC.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, June 9, 2025, Commission Special Meeting/Work Session was adjourned at 6:34 p.m. by Commissioner Vasavada.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary



Commission Special Meeting/Work Session Minutes Monday, June 23, 2025

Call to Order - Special Meeting

Commission President Jasmine Vasavada called the Commission Special Meeting/Work Session of June 23, 2025, to order and open to the public at 4:00 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

Executive Session

At 4:00 p.m., Commissioner Jasmine Vasavada, Port of Olympia Commission President, announced that the Commission would recess into a closed Executive Session until 4:45 p.m. to (1) discuss potential litigation with legal counsel representing the agency RCW 42.30.110(1)(i); and (2) to consider the minimum price at which real estate will be offered for sale or lease (RCW 42.30.110(1)(c)).

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 4:45 p.m. No decisions were made, and no action was taken.

Call to Order – Work Session

Commission President Jasmine Vasavada called a Commission Special Meeting/Work Session of the Port of Olympia Board of Commissioners to order and open to the public at 5:05 p.m., Monday, June 23, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

<u>Staff</u>: Alex Smith, Executive Director, Warren Hendrickson, Director of Operations; Shawn Gilbertson, Director of Environmental Programs and Planning; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Approval of Agenda

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

Environmental Policies

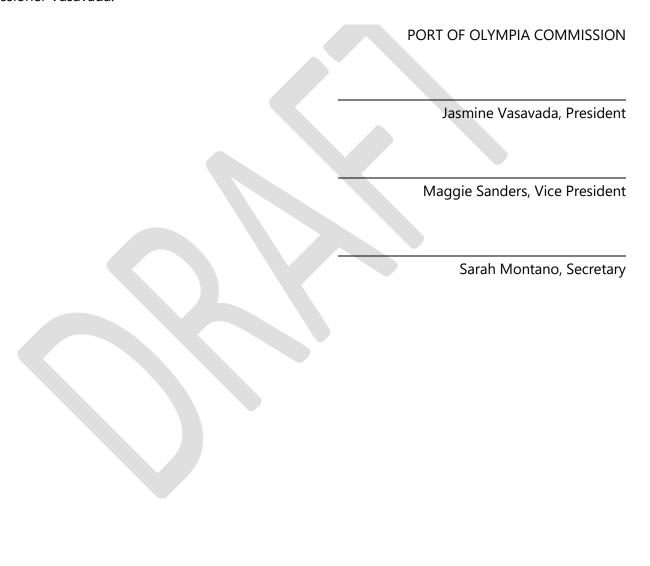
Shawn Gilbertson, Director of Environmental Planning and Programs, presented an overview of Port of Olympia environmental policies which have been developed and adopted over the last couple of

decades. He described in general the policies currently in place, the reason for the policies, and opportunities to improve or add to them.

Next steps were discussed, including the need for further discussion on desired environmental policy updates, ensuring that environmental and real estate policies align, drafting new and revising old policies, and providing an update to Commissioners on proposed new/revised policies.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, June 23, 2025, Commission Special Meeting/Work Session was adjourned at 6:10 p.m. by Commissioner Vasavada.





Commission Meeting Minutes Monday, September 22, 2025

Call to Order – Special Meeting

Commission Vice President Maggie Sanders called the Commission Special Meeting/Executive Session of September 22, 2025, to order at 4:00 p.m., at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada – President, Maggie Sanders – Vice President, Sarah Montano – Secretary, Amy Harding and Bob Iyall.

Executive Session

At 4:00 p.m., Commission Vice President Maggie Sanders announced that the Commission would recess into a closed Executive Session until 5:00 p.m. to consider the minimum price at which real estate will be offered for sale or lease (RCW 42.30.110(1)(c)).

Commissioner Vasavada returned the meeting to order and stated that the Commission was in Executive Session until 5:05 p.m. No decisions were made, and no action was taken.

Call to Order – Commission Meeting

Commission President Jasmine Vasavada called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:30 p.m., Monday, September 22, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada – President, Maggie Sanders – Vice President, Sarah Montano – Secretary, Amy Harding and Bob Iyall.

<u>Staff</u>: Mike Reid, Director of Community and Economic Development; Chris Wright-Pierce, General Counsel; Warren Hendrickson, Director of Operations; Shawn Gilbertson, Director of Environmental Planning and Programs; James Sommer, Public Works Program Manager; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

<u>Guest</u>: Ron Thomas, Principal, and Regine Varughis, Architectural Associate, with Thomas Architecture Studios.

Guest Attended Virtually: Amos Callender, Principal, Thomas Architecture Studios.

Approval of Agenda

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

Executive Director Report

None.

Public Comment

Two individuals provided public comments regarding the Olympia airport and transportation alternatives.

Consent Calendar

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

Pending Issues or Business

<u>Pending Issues Update</u>. Mike Reid, Director of Community and Economic Development, gave a brief update on Pending Issue items. There was nothing new to report on the Budd Inlet Cleanup or Marine Terminal Warehouse since the last commission meeting. A detailed presentation will be given on the Dancing Goats building renovations at tonight's commission meeting. Regarding the Airport Master Plan Update, the Port is still awaiting the hearing examiner's results; the closing of information was on August 20, 2025. Regarding the Peninsula Master Plan, this was initially scheduled to be presented at the September 15, 2025 Work Session but it was rescheduled to the October 20, 2025 Work Session as more conversations were required to bring the Thurston Regional Planning Council on board in that effort.

<u>Foreign-Trade Zones (FTZ) Update</u>. Mike attended the National Association of Foreign-Trade Zones Conference last week where he made some positive connections both with existing users in Thurston County and some potential new users, and met some peer foreign-trade zone staff, specifically the Port of Everett. The Port of Olympia is in the process of approving their first new user of the FTZ since 2012. The new user is located in Lacey. There is also a new user in process, located in Chehalis (as a reminder, the FTZ covers a four-county region). It was reported that there is a lot of interest and new activity in the FTZ program.

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

<u>Dancing Goats Port Headquarters Conceptual Design</u>. James Sommer, Public Works Program Manager, announced that a contract amendment is sought with the Port's on-call architectural firm, Thomas

Architecture Studios. James introduced Ron, Thomas, Principal with Thomas Architecture Studios, who provided a status update on the Ports administrative/HQ project.

Ron Thomas, Principal at Thomas Architecture Studios, shared the Port's mission and Vision 2050 plan, described what was to be accomplished with centralizing staff and moving out of leased space. A concept design was shared and next steps discussed.

Commissioner Reports/Discussion

Commissioner Montano shared that she attended the Thurston County Chamber Forum.

Commissioner Sanders reported that she also attended the Thurston Chamber Forum, a STEDI meeting, a Wolf Haven tour and a Tenino Area Chamber of Commerce meeting.

Commissioner Vasavada communicated that she attended a WPPA industrial symbiosis tour. She requested these items be discussed at a future Commission meeting: 1) would like to discuss/create a policy that supports directing resources to expand the waterfront to provide access and programs to all (sponsorships for those unable to afford programs) and would like to look at access to the community at our airport as well; and 2) would like to see a list of Port land leases with properties and leases with just land.

Commissioner Iyall reported that he attended a Yelm Chamber of Commerce meeting, the Thurston County Chamber Forum, and a Transportation Policy Board meeting.

Commissioner Harding shared that she attended a Real Estate Forum hosted by the Thurston County Economic Development Council; and she attended the Experience Olympia and Beyond Annual Meeting. She shared a quote from Eldridge Cleaver quote: "The price of hating other human beings is loving oneself less."

Other Business

Commissioner Harding requested a Work Session to discuss the Port of Olympia Citizens Advisory Committee (POCAC). She would like to discuss a path forward that aligns with the needs and expectations of how this group works. Clear, shared objectives are needed so that everyone is on the same page. Recruitment of new members also needs to be addressed.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. The next Commission meeting will be held on Tuesday, October 14, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, September 22, 2025, regular meeting was adjourned at 6:58 p.m. by Commissioner Vasavada.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary



COVER MEMO

Briefing Date: November 10, 2025

Staff Contact/Title: Alex Smith, Executive Director, <u>alexs@portolympia.com</u>,

360-528-8001

Subject: Thurston County Tax Levy

Purpose: ⊠Information Only □Decision Needed

Background/Overview:

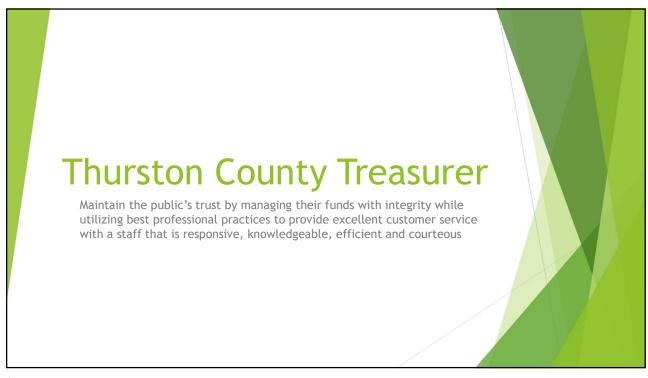
Thurston County Treasurer Jeff Gadman will share an information presentation that gives an overview of the tax levy process.

Documents Attached:

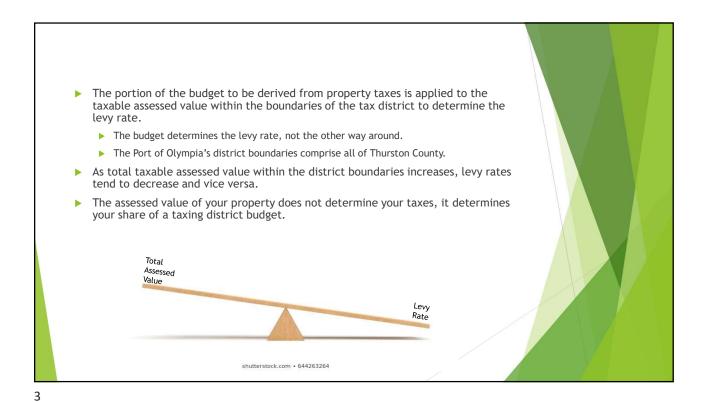
PowerPoint Presentation

Summary and Financial Impact:

No financial impact, informational only.







Levy Rates Depend on Amount of Revenue Revenue / Assessed Value = Levy Rate \$8,082,440 / \$64,036,558,705 = \$0.126216026649 Levy Rate = \$0.126216026649 per \$1,000 assessed val ▶ This levy will be added to all other levies * Includes Port of Olympia (1.36%), Park Districts (1.35%), Conservation Futures (0.28%), P.U.D. #1 (0.06%), and Cemetery Districts (0.05%) within a tax code area to determine 2024 the total levy rate for that area. 4

Base Year

- ▶ Budget = \$5,000,000
- ► Taxable Assessed Value = \$30,000,000,000
- Levy Rate Calculation
 - > \$5,000,000/\$30,000,000,000 =\$0.16667/\$1,000
 - ▶ In Washington State, levy rates are expressed as a rate per \$1,000 of assessed value. So, for the calculation above, we say 0.16667 dollars per \$1,000 of assessed value.

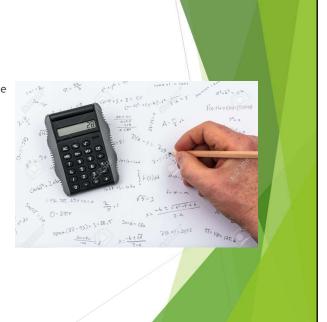
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Following Year, Scenario A

- ▶ In this year, the district elects to increase their revenue at the 1% limit, but assessed values remain the same.
 - ▶ Budget = \$5,000,000 + \$50,000 (1%) = \$5,050,000
 - ► Taxable Assessed Value = \$30,000,000,000
- Levy Rate
 - **>** \$5,050,000/\$30,000,000,000 = \$0.16833/\$1,000
- Notice that the levy rate is slightly higher than last year. This is because the budget increased, but the assessed values remained the same.



Following Year, Scenario B

- In this year, the district elects to increase their revenue at the 1% limit, and assessed values increased 5%.
 - ▶ Budget = \$5,000,000 + \$50,000 (1%) = \$5,050,000
 - Taxable Assessed Value =

\$30,000,000,000 + \$1,500,000,000 = \$31,500,000,000

- Levy Rate
 - **>** \$5,050,000/\$31,500,000,000 = \$0.16032/\$1,000
- Notice that the levy rate is lower in this scenario, even though the revenue level was increased. This is due to the offset from the increased assessed values.
- The most likely scenario from one year to the next is that both the budget and the assessed values will change.



7

Second Following Year (Using Scenario B)

- ▶ In this year, the district elects to increase their revenue at the 1% limit for a consecutive time and assessed values increased 7% over the previous year.
 - ▶ Budget = \$5,050,000 + \$50,500 (1%) = \$5,100,500
 - ► Taxable Assessed Value =

\$31,500,000,000 + \$2,205,000,000 = \$33,705,000,000

- Levy Rate
 - **>** \$5,100,500/33,705,000,000 = \$0.15133/\$1,000
- ► The levy rate is significantly lower, again due to the offset of the increased assessed values.



Revenue from New Construction

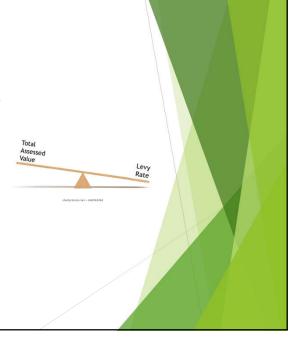
▶ In addition to the 1% increase to revenue, the Port of Olympia levy can be applied to any added value from new construction that has occurred within the district.



9

Levies and Revenue

- ► Generally speaking, levy rates tend to rise and fall in opposite correlation with assessed values.
 - ➤ So, a corollary wisdom is that as assessed values fall, levy rates tend to rise
 - ➤ Since 1986, the average total levy rate in Thurston County has been as low as \$9.50/\$1,000 and as high as \$18.00/\$1,000.
 - ► For 2024, the total average levy rate is about \$9.83/\$1,000



Considerations for the 1% Limit

- Current revenue needs
 - ▶ Levy capacity can be banked to future years.
 - ▶ Potential loss of investment interest if the 1% is not taken.
- ▶ General economy
 - ▶ Is the economy moving up or down?
 - Recent and current inflation.
 - ► Inflation forecast.
- ► It is possible to exceed the 1% limit by asking the voters to pass a levy lid lift.



11



COVER MEMO

Briefing Date/Time: November 10, 2025

Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001,

alexs@portolympia.com)

Subject: 2026 Draft Budget and Capital Investment Plan

Purpose:

☑ Information Only □ Decision Needed

Overview:

This is an advisory presentation with no action requested.

This is part of the 2026 Budget development schedule and is designed to present a third review of the Port Budget and second review of the proposed 2026 Capital Investment Plan (CIP), followed by a public hearing.

Background:

The 2026 Budget cycle is designed to ensure opportunity for Commission review and feedback and opportunities for public comment on the draft budget prior to it being presented to the Commission for adoption. This presentation is the third review of the draft operating and non-operating budgets, and the second review of the proposed CIP.

Documents Attached:

- PowerPoint presentation
- Draft Budget Resolutions

Next Steps/Timeframe: The remaining steps include:

- November 17, 2025: Commission Work Session where final adjustments to the budget can be made, if needed;
- **November 24, 2025:** Regular Commission Business Meeting where the 2026 budget, CIP, and budget resolutions will be presented for adoption.



Draft 2026 Budget and Capital Investment Plan

November 10, 2025

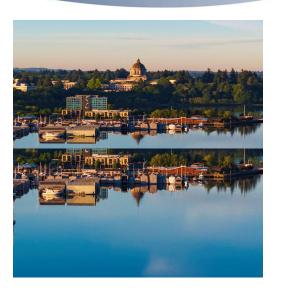


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Today's Presentation

Advisory Only

- Public Hearing
- Budget and Capital Investment Plan
- Public Comment



2

PORT of OLYMPIA

Agenda

- Commission IOUs
- Review Schedule
- Budget Assumptions
- 2026 Draft Budget
- Tax Levy
- Bond Debt
- Non-Operations
- Capital Investment Plan
- Environmental
- Questions and Comments



3



3

Commission IOU – Port Headquarters

Background

- Current Cost Estimate for Renovations
 - \$4.02M to \$5.07M
 - \$206 to \$260 per square foot
- Costs spread over two years:
 - \$3.8M in 2025
 - Up to \$1.3M in 2026

Commission IOUs

- Cost for ADA Compliance Only:
 - Without Commission Meeting Room \$42,000
 - With Commission Meeting Room \$251,600
- Cost for Building Code Compliance: \$1,900,000

4



Commission IOU – Port Headquarters (cont.)

Commission IOUs

- Rental Savings Over Time: Current rent is \$450,000/yr
 - At a 3% per year rent increase, costs to rent over time are:

10 Years \$5,158,745.69
25 Years \$16,406,668.94
30 Years \$21,408,937.07

- Options:
 - Continue to Rent
 - · Buy an Existing Building Elsewhere
 - Proceed with Proposed Renovations

5

5



Commission IOU - Miscellaneous

State Employee Wage Increases:

2025 3%2026: 2%

Environmental Spending 2016-2025:

Budd Inlet
 Cascade Pole
 East Bay Cleanup
 Stormwater Compliance
 Other Environmental Compliance
 Staff
 \$2,000,000
 \$2,200,000
 \$2,200,000
 \$2,800,000
 \$32,000,000

6



Commission IOU – Miscellaneous

Environmental Income 2016-2025:

Budd Inlet Grants \$5,000,000
 Budd Inlet Appropriations \$3,000,000
 East Bay Site Settlement \$3,000,000
 Stormwater Fees \$7,000,000
 HCP Grants \$500,000
 Total \$18,500,000

Total Port Expenditure \$13,500,000

7



7

Remaining 2026 Budget Timeline

November 10, 2025

Commission Meeting – Tax Levy Presentation, Budget Presentation and Public Hearing

November 17, 2025

Final Adjustments (if necessary)

November 24, 2025

Commission Meeting - Budget Adoption: Resolutions 2025-XX and 2025-XX

8



2026 Budget Assumptions

Overall Ops Revenues \$17,194,567 Decrease of 3%
 Overall Ops Expenses \$16,306,000 Increase of 2.8%

Grants \$7.494M

Levy 1% increase + new construction

Staffing

• 3% COLA ILWU 47A

• 2.7% COLA ILWU 47B

• 2.7% COLA non-represented staff

9

PORT of OLYMPIA

9

	Beginning Cash & Investments	\$ 24,694	
2026 Cash	Operating Revenues	17,195	
	Operating Expense	(16,306)	
Budget	Income from Operations	889	
(in 000's)	Property tax revenue	8,175	
,	Grant Revenue- Budd Inlet	3,900	
	Non-Operating Revenue	926	
	Non-Operating Expenses	(8,486)	
	Debt Service Payments	 (4,194)	
	Non-Operations Income	321	
	Grant Revenue- Capital Projects	3,594	
	Capital Investments - Planned Projects	(15,678)	
10	Ending Cash & Investments	\$ 13,820	
10		O PORT of C	OLYMPIA

Tax Levy Uses – Policy 1201

O POR	TOFOLYMPIA POLICIES & PROCEDURES MANUAL	Page:	2 of 2
Section:	1200 FINANCIAL	Revision Date:	9/2015
Policy:	TAXATION	Policy No.	1201
Approver:	COMMISSION	Resolution	Yes

- B. <u>Authorized Uses</u>: The Port plans to use the levy revenues to provide for any or all of the following, together with such other purposes as shall be provided for in such budget as is adopted by the Commission:
 - 1. General obligation bond principal and interest payments;
 - 2. Environmental costs;
 - 3. Capital asset acquisitions such as Port facilities, public facilities, roads, and infrastructure;
 - Operation and maintenance of public facilities where user fees are set below cost (such as the Port Pavilion);
 - Operation and maintenance of public spaces and roads such as East Bay waterfront trail, Marine Drive;
 - 6. Real estate acquisition fund; and
 - 7. Special projects as established by the Commission.

11



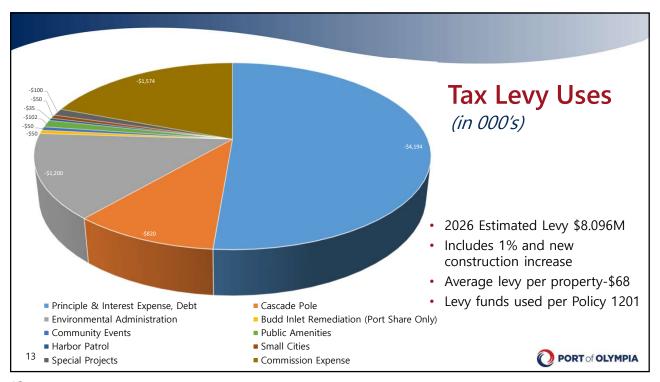
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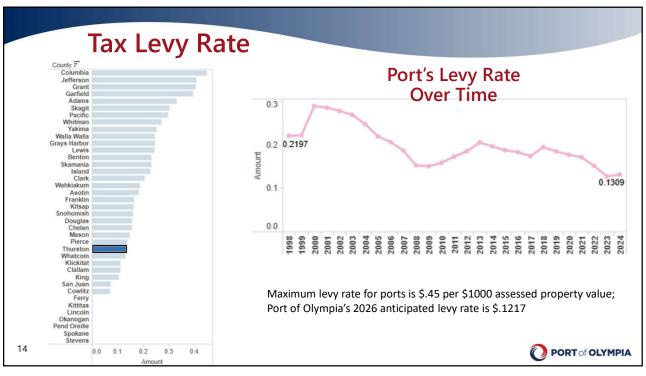
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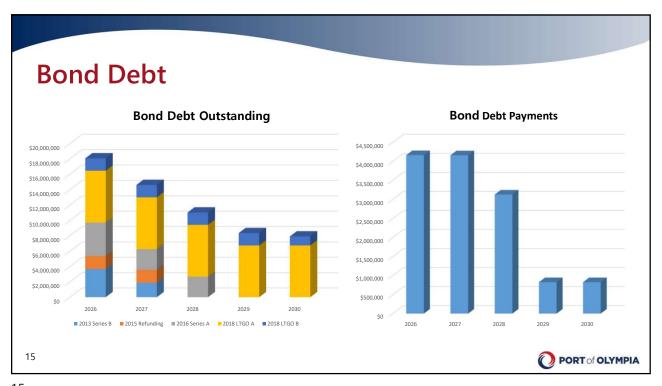
Tax Levy Uses - Policy 1201

Estimated 2026 Tax Levy Revenues \$8,096,000	
Uses of Taxes:	
Debt, Principal and Interest	(4,616,000)
Environmental Expense:	
Cascade Pole	(817,740)
Environmental Administration	(1,200,000)
Budd Inlet Remediation (Port Share Only)	(50,000)
Government Services	(1,853,776)
Community Events	(57,000)
Small Cities Program	(100,000)
Special Projects	(100,000)
Harbor Patrol	(35,000)
Membership and Partner Costs	(175,000)
Total Use of Taxes	(9,004,516)
Net Levy Funds	(908,516)
Funds from Operations/Reserves	\$908,516

12







Bond Debt Sources

2013B LTGO Bond*

- Stormwater Treatment Facility
- •East Bay Cleanup- Dredging
- •Taxiway and Hanger Improvements

2015 Refunding Bond*

- •East Bay Redevelopment
- •Marine Terminal Berth Dredge
- •Marina Dock Rehab
- •Cascade Pole Site Capping Environmental
- Will be paid off in 2027
- ** Will be paid off in 2028

2016A LTGO Bond and Refunding Bond**

- East Bay Redevelopment
- •Marine Terminal Berth Dredge
- Marina Dock Rehab
- •Cascade Pole Site Capping Environmental

2018A LTGO Bond and Refunding Bond

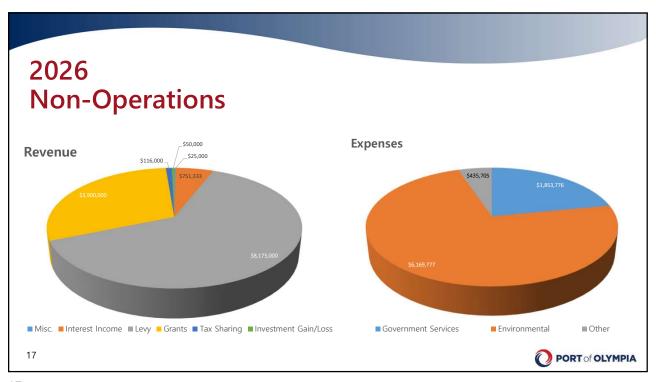
- •Marina Fuel Dock
- •Stormwater Treatment Facility
- Cascade Pole Site Improvements

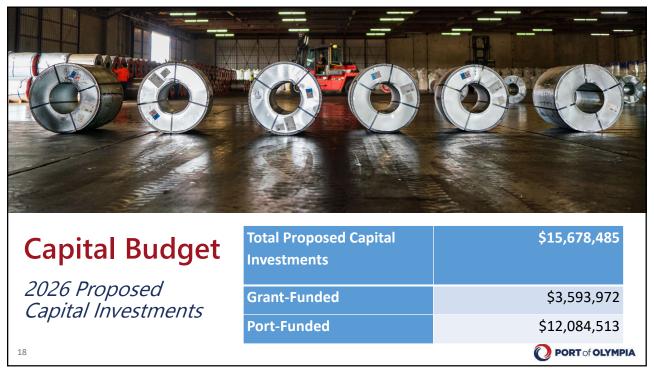
2018B LTGO Bond and Refunding Bond

•Marine Terminal Equipment

PORT of OLYMPIA

16





PORT of OLYMPIA

2026 Capital Investment Plan

2026 Pr	oposed Capital Budget (Updated		2026				2027	2028	2029	2030	
Business Unit	Description	Project Status	Project Number	Project to Date Spending (Est 12/31/25)	2026 Project Funding	Port Funds	Grant Funds	Anticipate	od Funds as of 2	026 for approvi	d projects
t	A: Runway 17-35 (South) Pavement and Electrical Rehabilitation	Planned	AP240301	\$1,650,873	\$1,098,537	\$27,464	\$1,071,073	N/A	N/A	N/A	N/A
Airport	A: Apron & Taxiway Repair and Striping	Planned	AP2502	\$110,000	\$1,561,948	\$39,049	\$1,522,899	N/A	N/A	N/A	N/A
4	A: Equipment - Scissor Lift	Projected	AP2506	N/A	\$23,000	\$23,000	N/A	N/A	N/A	N/A	N/A
na & rorks	BW: Boatworks Yard Expansion	Planned	M82509	\$150,000	\$625,000	\$625,000	N/A	N/A	N/A	N/A	N/A
Marina & Boatmorks	BW: Stormwater Treatment System	Planned	M82306	\$116,000	\$850,000	\$300,000	\$550,000	N/A	N/A	N/A	N/A
	MT: Berth 1 Repairs - MARAD	Projected	MT2309	\$260,000	\$200,000	\$50,000	\$150,000	\$66,000	\$2,700,000	N/A	N/A
mina	MT: Maintenance Facility - MARAD	Projected	MT2310	\$260,000	\$200,000	\$50,000	\$150,000	\$66,000	N/A	\$3,500,000	N/A
ile sk	MT: Asphalt Paving - MARAD	Projected	MT2311	\$260,000	\$200,000	\$50,000	\$150,000	\$66,000	N/A	N/A	\$5,400,000
N N	MT: Dewatering Facility	Projected	MT2607	N/A	\$500,000	\$500,000	N/A	N/A	N/A	N/A	N/A
	MT: Storage Facility	Projected	MT2516	\$500,000	\$6,500,000	\$6,500,000	N/A	N/A	N/A	N/A	N/A
Real	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
÷ 55	Building TI (Port HQ)	Planned	PR2523	\$375,000	\$3,800,000	\$3,800,000	N/A	\$2,000,000	N/A	N/A	N/A
Nan	Contingency	N/A	N/A	N/A	\$120,000	\$120,000	N/A	N/A	N/A	N/A	N/A
	-		1	XIII WALL	Total Project Funding	Total Port Funds	Total Grant Funds	Total Anticipated Funds for approved project			projects
					\$15,678,485	\$12,084,513	\$3,593,972	\$2,198,000	\$2,700,000	\$3,500,000	\$5,400,000

19

2026 Capital Investment Plan Highlighted Projects

		Port	Grant
٠	Airport		
	• Runway 17-35 (South) Pavement and Electrical Rehabilitation	\$27,464	\$1,071,073
	 Apron & Taxiway Repair and Striping 	\$39,049	\$1,522,899
•	Boatworks		
	Boatyard Expansion	\$625,000	
	Stormwater Treatment System	\$300,000	\$550,000
•	Marine Terminal		
	Berth 1 Repairs- planning	\$50,000	\$150,000
	 Maintenance Facility- planning and preparation 	\$50,000	\$150,000
	Asphalt Paving- planning	\$50,000	\$150,000
	Warehouse B	\$6,500,000	
	Dewatering Facility	\$500,000	
٠	Port Headquarters Building Improvements	\$3,800,000	
20			PORT of OLYMPIA

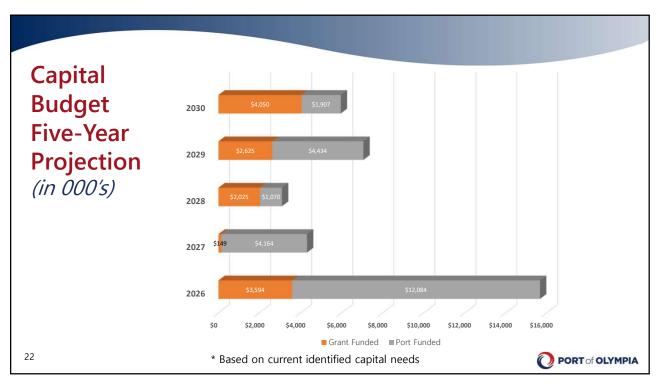
2026 Capital Investment Plan Goals

- Invest in Revenue-Producing Projects
 - Boatworks Expansion
 - Marine Terminal Warehouse
- Invest in Projects that Reduce Long-Term Expenses
 - Port Headquarters Building Renovation
- Invest in Environmental Stewardship
 - LED Lighting for Airport Runways
 - Improved Stormwater Treatment at Boatworks
- Take Advantage of Grant Opportunities
 - Berth Repairs, Airport Improvements, Stormwater Treatment

21



21



2026 Environmental

- Budd Inlet Cleanup \$4M
 - \$2M Ecology Remedial Action Grant
 - \$2M Port match paid by State legislative appropriation
- Environmental Administration \$1.2M includes
 - Salaries/Benefits for Environmental Staff
 - Budd Inlet Remediation
 - Sea Level Rise Collaborative
 - Habitat Conservation Plan
 - · Environmental Monitoring
 - · Permit Fees
- Cascade Pole \$820,000 (funded with tax levy proceeds)
- Boatworks Stormwater Treatment \$850,000 covered under capital projects

23



23

Budget Goals

- Increase Revenues
- Avoid Taking on Additional Debt
- Reduce Expenses
 - 2027: \$225,000 rent from new Headquarters
 - 2028: \$1,150,000 reduction from 2025 expenses:
 - \$450,000 reduction in rents
 - \$700,000 reduction in bond payments
 - **2029 and beyond:** \$3,950,000 reduction from 2025 expenses:
 - Debt obligation reduced by \$3,500,000 per year
 - Continue rent savings of more than \$450,000 per year





For the November 24th Meeting

Budget adoption:

"...move to adopt Resolution 2025-XX for the Adoption of the 2026 Tax Levy and move to adopt Resolution 2025-XX for the Adoption of the Budget and Capital Investment Plan."

25



25

Questions and Comments

26



PORT OF OLYMPIA Resolution 2025-XX

A Resolution of the Port of Olympia Commission authorizing, providing for acceptance, approval, and adoption of the Final 2026 Annual Operating Budget including annual User Rates and Fees and Capital Investment Plan pursuant to RCW 53.35.045.

WHEREAS, a Preliminary 2026 Annual Operating Budget and Capital Investment Plan was prepared and presented in a public meeting of the Port of Olympia Commission on October 20, October 27, November 10, and November 24, 2025.

WHEREAS, public notices were published in a newspaper of general circulation in Thurston County on October 26, and November 2, 2025 proclaiming the availability of the Proposed Final 2026 Annual Operating Budget and Capital Investment Plan to taxpayers at the Port office and announcing a public hearing on the Final Budget on November 10, 2025, all in accordance with RCW 53.35.030 and 53.35.045; and

WHEREAS, a public hearing was held on November 10, 2025 at 5:30 P.M., in person and virtually after proper notice for a regular meeting of the Port Commission in the daily newspaper of general circulation in Thurston County was given, and the Port Commission heard from all persons desiring to be heard on the matter of the Final Budget all in accordance with RCW 53.35.030 and RCW 53.35.045.

NOW, THEREFORE, IT IS RESOLVED by the Port of Olympia Commission as follows:

- 1. The Final Annual Budget for Port Operations & Capital Investment Plan for 2026, appended hereto as part of this Resolution is accepted and approved.
- 2. The Port's 2026 Final Annual Budget for Port Operations & Capital Investment Plan shall include schedules of all user rates and fees charged by the Port; and further,
- 3. The Port Commission's adoption of the Final Annual Budget for Port Operations & Capital Investment Plan shall serve as of the 2026 annual update to the Port's user rates and fees.

This resolution shall become effective immediately upon its adoption and repeals any prior resolutions on this matter.

ADOPTED by a majority of the members of the Port Commission of the Port of Olympia, a majority being present and voting on this Resolution at a regular Commission meeting on November 24, 2025, as attested to by the signatures below of the Commissioners physically present this 24th day of November, 2025.

PORT OF OLYMPIA COMMISSION

Maggie Sanders, Vice President	Jasmine Vasavada, President				
aggie Sanders, Vice President					
laggie Sanders, vice President		. W D i l 4			
	aggie Sanders	s, Vice President			
arah Montano, Secretary					



Ordinance / Resolution No. 2025-XX RCW 84.55.120

WHEREAS, the	Commissi	on of	Port of Olympia	has met and considered
	(Governing body of the	taxing district)	(Name of the taxing district)	
its budget for the o	calendar year 2	026 ; and,		
WHEREAS, the o	districts actual levy ε	nmount from the pr	evious year was \$(Prev	; and, ious year's levy amount)
WHEREAS, the p	copulation of this dis		lan or less than 10,00 k one)	00; and now, therefore,
BE IT RESOLVI	E D by the governing	body of the taxing	district that an increase in	the regular property tax levy
is hereby authorize	ed for the levy to be		2026 tax year.	
The dollar amount	t of the increase over	the actual levy am	nount from the previous year	ar shall be \$
which is a percent		000 % from to	the previous year. This incr	rease is exclusive of
solar, biomass, an				ly constructed wind turbines, sed property, any annexations
Adopted this	24 day of	November	, 2025 .	

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the <u>total amount to be levied</u> by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



COVER MEMO

Briefing Date/Time: November 10, 2025

Staff Contact/Title: Mike Reid, Director of Community and Economic

Development, miker@portolympia.com

Subject: East Bay Real Estate Update: Negotiation Agreement

Purpose: ☐ Information Only ☐ Decision Needed

Overview:

Staff will be providing an update on real estate in the East Bay District.

- The primary focus on the presentation will be centered on current development interest by an existing tenant (Urban Olympia) in expanding.
- Staff will discuss the potential use of an Exclusive Negotiation Agreement with Urban Olympia.

Background:

- There are three remaining undeveloped parcels in the Port's East Bay District. This district includes the Hands on Children's Museum and adjacent properties.
- The parcels are frequently referred to as:

o Lot 9: 21,314 Sq Ft

o Lot 10: 41,671 Sq Ft

o Lot 12: 61,487 Sq Ft

- In 2017 the then Port Commission (Downing, McGregor, and Zita) unanimously approved an option agreement for these three properties with Urban Olympia (dba 3rd Gen Investments) along with a lease for an adjacent property to be developed into a mixed-use housing development name Westman Mill.
- In 2023 the option agreement with Urban Olympia for these three properties expired.



- Port and Urban Olympia initiated conversations to re-examine development options at East Bay earlier this year and is working towards the creation of an Exclusive Negotiation Agreement (ENA).
- An ENA is a temporary agreement between two parties that takes a piece of property off the market while they mutually advance feasibility.
- An early concept for development that would be embedded into an exclusive negotiation agreement would be the inclusion of an agreed amount of units aimed at workforce housing.
- The exclusive negotiation agreement is not a binding contract, an option, or a lease. It is a 180-day agreement.
- Urban Olympia and the Port would be doing some shared site planning. The
 Port would be contributing to efforts focused on items like alternatives for
 auto, pedestrian, bicycles access, sea level rise adaptation planning, and
 utilities analysis.
- New mixed use and specifically housing is of a high priority need in the City of Olympia right now and this proposed use in this location is consistent with planning efforts at the City of Olympia.

Documents Attached:

PowerPoint presentation

Summary and Financial Impact:

The Port would be participating in some site planning efforts jointly with Urban Olympia for this site and would incur some expenses for this effort. It is anticipated to be less than \$50,000.

Options with Pros and Cons:

There is no requested Commission action at this time.

Environmental Considerations:

Development at this site will require approval of land use and development permits by the City of Olympia, including environmental review under the State Environmental Policy Act ("SEPA"). Additionally any development would need to

comply with the City of Olympia's design standards which in this location various sea level rise provisions.

This is a brownfield redevelopment site that includes a Department of Ecology Environmental Covenant.

- Covenant required under legal agreement with the WA Dept of Ecology
- To protect human health and the environment
- All sales, leases, and development activities must comply with the covenant
- Ground cover cap and associated markings must be maintained
- Annual inspection of protections is required
- Development must receive approval from the WA Dept of Ecology



East Bay - Remaining Development



Lot 9: 21,314 Sq Ft

Lot 10: 41,671 Sq Ft

Lot 12: 61,487 Sq Ft



East Bay - Remaining Development



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Serving All of Thurston County

3

Westman Mill Lease



- Port Commission Unanimously Approved Lease 3rd Gen Investments on 1/9/17
- Westman Mill is a mixed-use housing development with 87 units
- Approved lease also included option for parcels 9, 10, 12
- · Option expired in in 2023



Development Interest

- · Urban Olympia and Port restarted exploration of interest earlier this year
- Urban Olympia articulated interest in reexamining development potential with the Port for the formerly optioned properties of lot 9, 10, and 12
- Proposed use would be for mixed use project consist with existing Westman Mill with a focus on increased density and workforce housing
- Staff is proposing the use of an "Exclusive Negotiation Agreement" and joint site planning effort

5



Exclusive Negotiation Agreement

What an ENA is...

- A mutual commitment to further explore the feasibility of a project
- A document that memorializes early areas of agreement about a project and shared objectives
- A commitment to temporarily "take the property off the market"

What an ENA is **not**...

- A long-term transactionally binding contract
- A lease or an option agreement
- A document requiring Commission action



Exclusive Negotiation Agreement

180 Day Exclusive Negotiation Period

Port Obligations

- Forego entertaining other development opportunities
- Assist in Feasibility Analysis
- Contribute up to \$50,000 for shared site planning efforts
- Commit to working towards create formal transaction agreements for Commission Action that are consistent with existing ground lease terms

Urban Olympia Obligations

- Work towards project feasibility
- Share any materials associated with the joint site planning efforts
- Commit to the concept that a minimum of 40 units would be targeted towards workforce housing affordability
 - Defined as rents and utilities not costing the tenant more than 30% of their monthly gross household income to households whose income is 80% or lower of the Area Median Income, adjusted for household size and determined by the U.S. Department of Housing and Urban Development.



7

Shared Site Planning Effort

Areas the Port would be focusing on in shared site planning effort:

- Base Mapping & Sea Level Rise Develop topography and shoreline maps integrating sea level rise projections.
- Environmental Conditions Assess solar, wind, soils, views, and adjacent land uses.
- Infrastructure & Utilities Evaluate road access, stormwater, water, and sanitary systems.
- Development Framework Establish pad layouts, site access, and circulation options.
- **Mobility & Connectivity** Study pedestrian, bicycle, and commercial access routes.
- Public Space Options Explore locations for shared amenities such as a multi-site playground.



Planning Alignment

"Support mixed-income housing development and preserve housing that serves moderate-income households."

City of Olympia Housing Action Plan 2021 - page 82

"Complete communities include homes affordable to households at a variety of income levels."

City of Olympia Housing Action Plan 2021 – page 20

"Encourage new housing on transportation arterials and in areas near public transportation hubs."

City of Olympia Comp Plan-Draft Housing Chapter PH54.34

"Work with City of Olympia to create more welcoming environment downtown."

Port of Olympia - Vision 2050





9

Planning Alignment

Dwelling Units by Type and Issued Date

(as of8/1/25)

Permit Type	2017	2018	2019	2020	2021	2022	2023	2024	2025	Grand Total
ACCESSORY DWELLING UNIT (ADU)			10	6	7	24	17	9	8	81
COMMERCIAL MIXED USE	4	284	119	109	60	61		48		685
DUPLEX		2	2	2	18			6	4	34
MULTI-FAMILY 3-4	15	33	12			4				64
MULTI-FAMILY 5+	27	203	158	122	119	228	134	375		1,366
SINGLE FAMILY RESIDENTIAL	74	33	26	39	111	24	21	29	35	392
TOWNHOUSE	18		3	2	1	3	19	15		61
Grand Total	138	555	330	280	316	344	191	482	47	2,683

Table 1: Building permits issued, annual average of 330 (2017 – 2024). The 2024 housing needs analysis projects that Olympia and its urban growth area will approximately require 14,295 new housing units by 2045 to accommodate population growth (annual average of 715).

"Permits issued to build new housing in Olympia continue to lag the projected need for housing units based on Thurston County population predictions, with only an annual average of 330 permits issued compared to projected annual need of 715 housing units (see Table 1 below). A lack of housing threatens to displace people from Olympia with a whole generation of young people struggling to see their future here. This displacement pressure prevents individuals, families, and whole communities from participating and contributing to Olympia."

- City of Olympia Planning Commission - 8/18/25



Urban Olympia

"Urban Management has effectively brought multiple development projects to fruition in downtown Olympia including our successful project, Westman Mill, on Port property. We utilize local banks and local equity partners on all our projects in Olympia. We prioritize utilizing local contractors and we are proud to highlight that our commercial tenants are predominately locally owned and operated businesses. Olympia is our home."

Our Values

- Community We invest in and revitalize urban landscapes with community in mind so people can feel connected with each other and the places where they live, work and shop.
- Walkability Location is everything. Creating the best of urban living means tenants can find everything they need and love within walking distance of their home or workspace.
- Quality We build living and working spaces with the highest quality features and finishes.
- Trust We have a long history of following through on our promises and investing in our community.
- Service Only the best for our clients, tenants, partners and friends





11

11

East Bay Redevelopment Site Environmental Covenant

- Covenant required under legal agreement with the WA Dept of Ecology
- To protect human health and the environment
- All sales, leases, and development activities must comply with the covenant
- Ground cover cap and associated markings must be maintained
- Annual inspection of protections is required
- Development must receive approval from the WA Dept of Ecology



E Bay Redevelopment Site in Yellow

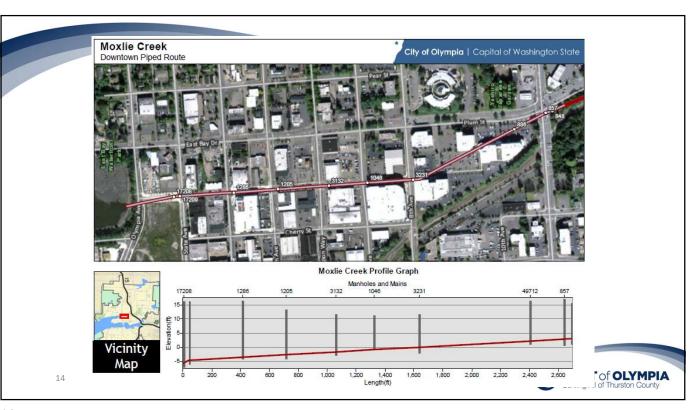
Sea Level Rise and Moxlie Creek

- City of Olympia permitting process addresses sea level rise. The Port and any perspective tenant will have to comply with all pertinent city ordinances and development /building code.
- The pipe carrying Moxlie Creek and the outfall are not on Port property.
- City of Olympia has not expressed an intent or interest in utilizing Port property for daylighting efforts.

13



13



Summary

- Staff are exploring an Exclusive Negotiation Agreement (ENA) with Urban Olympia.
- ENA's are not long term transactionally binding contracts.
 - Any option agreement or lease would come forward for Commission action.
- The Port would commit funding towards a joint site planning effort.
- Urban Olympia is committing to incorporating a workforce housing affordability element.
- The ENA would be for 180 days.



15

Questions or Comments

