

WENATCHEE CITY COUNCIL Thursday, April 27, 2023

Wenatchee City Hall Council Chambers 301 Yakima Street Wenatchee, WA 98801

AGENDA

"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call

2. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. Citizen comments will be limited to three minutes.

3. Consent Items:

Motion to approve agenda, vouchers, and minutes from previous meetings.

<u>Vouchers</u>:

Claim checks #207209 through #207274 in the amount of \$498,653.51 for April 13, 2023
Claim checks #207275 through #207290 in the amount of \$9,126.70 for April 13, 2023
Payroll distribution in the amount of \$442,700.00 for April 20, 2023
Payroll distribution in the amount of \$10,690.53 for April 28, 2023
Claim checks #207291 through #207386 in the amount of \$1,636,606.97 for April 20, 2023
Claim checks #207387 through #207388 in the amount of \$30,999.36 for April 20, 2023

 Motion to pass Ordinance No. 2023-05, amending Wenatchee City Code Section 1.90.070 to reflect the current address of City Hall.

4. Presentations

- Poppy Days Proclamation
- Apraxia Awareness Day Proclamation
- General Aviation Appreciation Month Proclamation
- Bike Month Proclamation
- Link Transit Presentation Richard DeRock

5. Action Items

A. Department of Enterprise Services Lease for the Attorney General's Office Presented by Operations Manager Aaron Kelly

Action Requested: Motion for City Council to approve the Lease from the Department of Enterprise Services to lease a portion of the third floor of City Hall and authorize the Mayor's signature.

B. City Project 2201.2 – South End Bike/Ped Access Bridges Authorization to Negotiate and Execute Consultant Agreement Presented by Project Engineer Ryan Harmon

Action Requested: Motion for City Council to authorize the Mayor to negotiate with Exeltech Consulting, Inc. for design services on the South End Bike/Ped Access Bridges (Project No. 2201.02) and further, pending WSDOT concurrence, authorize the Mayor to sign a contract on behalf of the City.

C. Authorization to Negotiate Design Engineering Services with TD&H Engineering Crawford Avenue Water Main Replacement - Project No. 2202 Presented by Senior Engineer-Utilities Jeremy Hoover

Action Requested: Motion for City Council to authorize the Mayor to negotiate with TD&H Engineering, Inc. for design services for the Crawford Avenue Water Main Replacement – Project No. 2022 and further authorize the Mayor to sign a contract on behalf of the City.

6. Reports

- a. Mayor's Report
- b. Reports/New Business of Council Committees
- 7. Announcements
- 8. Close of Meeting

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY 711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).



WENATCHEE CITY COUNCIL Thursday, April 13, 2023

Wenatchee City Hall Council Chambers 301 Yakima Street Wenatchee, WA 98801

MINUTES

"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."

Present: Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas; Councilmember Position 2 Mike Poirier; Councilmember Position 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: Executive Services Director Laura Gloria; City Attorney Danielle Marchant; City Clerk Tammy Stanger; IS Support Zach Steele; Human Resources Director Kari Page; Parks, Recreation & Cultural Services Director David Erickson; Finance Director Brad Posenjak; Police Chief Steve Crown; Community Development Director Glen DeVries; Public Works Director Rob Jammerman

4:45 p.m. Executive Session. Executive Session to consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).

Mayor Frank Kuntz called the meeting to order at 4:45 p.m. for the purpose of meeting in executive session. All Councilmembers were present.

Motion by Councilmember Keith Huffaker for City Council to convene in executive session for a time period not to exceed 5:10 p.m. with legal counsel present to consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b). Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

Council adjourned from executive session at 4:57 p.m.

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Mark Kulaas led the Pledge of Allegiance. All Councilmembers were present.

2. Citizen Requests/Comments.

Debra Harkey, past President of Velocity Swim Club addressed the Council and thanked them for their support over the years supporting aquatics programs in the Wenatchee Valley, the improvements to the pool, and the assistance of the city's Parks & Recreation Staff. For their gratitude, the Velocity Swim Team presented gifts to the city (backboards, Epi-pens, masks, umbrellas, and Red Cross first aid training kits).

3. Consent Items:

• Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #206946 through #207034 in the amount of \$537,269.62 for March 23, 2023 Wires #1584 and #1585 in the amount of \$53,812.64 for March 27, 2023 Claim checks #207035 through #207040 in the amount of \$60,166.81 for March 27, 2023 Claim checks #207041 through #207131 in the amount of \$833,876.49 for March 30, 2023 Claim checks #207145 through #207151 in the amount of \$13,425.68 for March 31, 2023 Wire #1586 in the amount of \$300.00 for March 31, 2023 Benefits/deductions in the amount of \$1,183,701.31 for March 31, 2023 Payroll distribution in the amount of \$587,993.66 for April 5, 2023 Payroll distribution in the amount of \$8,359.33 for April 5, 2023 Claim checks #207154 through #207206 in the amount of \$566,618.65 for April 6, 2023 Claim checks #207152 through #207153 in the amount of \$16,196.46 for April 6, 2023

 Resolution No. 2023-07, reappointing Alan Beidler to the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee for a term ending April 21, 2026.

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings, and Resolution No. 2023-07, reappointing Alan Beidler to the Board of Commissioners for the Housing Authority of Chelan County and the City of Wenatchee for a term ending April 21, 2026. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

4. Presentations

- Arbor Day Proclamation read by Councilmember Jose Cuevas and presented to Lyle Markhart who said a few words about Arbor Day events around the region.
- Stand Against Racism Proclamation read by Councilmember Top Rojanasthien and presented to YWCA Executive Director Rachel Todd who thanked the Council for the proclamation and invited them to participate in their Stand Against Racism event on April 27 from 5-7:30 p.m.
- Wenatchee Valley Senior Center Update. Wenatchee Valley Senior Center Executive
 Director David Tosch provided an update to the Council on Senior Center activities,
 expansion of the building, and continuing the lunch program at a deficit.
- Spirit of Wenatchee. Spirit of Wenatchee Board Member Greg Brizendine provided an update to the Council on their work in carrying on the legacy of Herndon/Pangborn and the historic Miss Veedol flight.

5. Action Items

A. Salary Commission Ordinance

Director of Human Resources Kari Page presented the staff report. Council commented.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2023-04, revising the Wenatchee City Code to include a new chapter, known as Chapter 1.62, which creates a Salary Commission, provides for the duties thereof and the appointment of members thereto. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

B. Potential Donations to the Public Art Collection

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Council asked questions.

Motion by Councilmember Top Rojanasthien for City Council to accept the donation of the Bernard Hosey sculptures "Ironworks," "Sphere Pilot House," "Slab Gate" from Judith Shulman, and Kevin Petelle's sculpture "Rozanne's Tango" from Beauty of Bronze, and to add the sculptures to the Public Art Collection. Motion seconded by Councilmember Jose Cuevas. Motion carried (7-0).

C. Memorial Park Native Peoples Project Artist Agreements

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Council commented and asked questions.

Motion by Councilmember Travis Hornby for City Council to approve the art agreements with Jud Turner, Kevin Pettelle, and Swede Albert for the Memorial Park Native Peoples Project. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

D. Art Maintenance Agreement with Washington State Department of Transportation and Interlocal Agreement with the Chelan County PUD for the Highway 2 Easy Street Roundabout

Parks, Recreation & Cultural Services Director David Erickson presented the staff report.

Motion by Councilmember Top Rojanasthien for City Council to approve the Highway 2

Easy Street Roundabout Art Maintenance Agreement with the Washington State

Department of Transportation and authorize the Mayor to sign, and for City Council to
approve the Interlocal Agreement between the City of Wenatchee and the Chelan County

<u>PUD No. 1 for hydropower public art and authorize the Mayor to sign. Councilmember</u> Travis Hornby seconded the motion. Motion carried (7-0).

E. Interlocal Agreement for the Funding of a Regional Sports Complex Feasibility Study

Executive Services Director Laura Gloria presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve the Interlocal Agreement for the Funding of a Regional Sports Complex Feasibility Study and authorize the Mayor's signature. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

6. Public Hearing Items

The Mayor explained the public hearing process.

F. Wheeler Amended Development Agreement

Public Works Director Rob Jammerman presented the staff report. Council commented and asked questions.

The Mayor asked for public comment. There was none.

Motion by Councilmember Linda Herald for City Council to approve Resolution No. 2023-09, amending a Development Agreement between the City of Wenatchee and Roland E. "Sandy" Wheeler and Dianna G. Wheeler, and authorize the Mayor to sign the Development Agreement Amendment. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

7. Reports

- a. Mayor's Report. The Mayor reported on the following:
 - (1) The Mayor had a phone conference with WSDOT Chair Millar and the term sheet for Confluence Parkway should be received in the next week or so.

Executive Services Director Laura Gloria provided the following:

- (2) The Wenatchee Police Department was successful in re-accreditation.
- (3) Flywheel is next week, April 19, 20 and 21st. Tickets are available for Council through the city's sponsorship.
- (4) The Kenzie's Landing ribbon cutting is next Friday, April 21 at 4:00 p.m.

b. Reports/New Business of Council Committees

Councilmember Linda Herald reminded the Mayor and Councilmember Kulaas to have their deposit paid by April 21 for the trip to Misawa. She reported that she attended the Homeless Housing Task Force this week it went very well. Community Development Director Glen DeVries provided additional information regarding the meeting.

Councilmember Mike Poirier announced that the bill allowing a regional sports complex public facilities district has passed both the House and the Senate.

Councilmember Hornby reported that Monday was National Telecommunicator Day and he visited Rivercom and brought them a case of Red Bull. He also reported that the Wenatchee Downtown Association is moving forward with the guest/customer first parking initiative and providing tools to help implement the initiative.

- 8. Announcements. None.
- **9. Close of Meeting.** With no further business, the meeting closed at 6:25 p.m.

	Frank J. Kuntz, Mayor
Attest:	
Tammy L. McCord, City Clerk	



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor

City Council

FROM: Tammy McCord, City Clerk

MEETING DATE: April 27, 2023

I. SUBJECT

Update of Wenatchee City Code Section 1.90.070 to reflect the current address of City Hall.

II. ACTION REQUESTED

Motion for City Council to pass Ordinance No. 2023-05, amending Wenatchee City Code Section 1.90.070 to reflect the current address of City Hall.

III. OVERVIEW

Wenatchee City Code Chapter 1.90 pertains to requests for public records. Wenatchee City Code Section 1.90.070 provides that the City Clerk, the designated public records officer for the City, is located at the previous City Hall address. Wenatchee City Code Section 1.90.070 amends the chapter to reflect the current address of City Hall.

IV. FISCAL IMPACT

N/A

V. PROPOSED PROJECT SCHEDULE

N/A

VI. REFERENCE(S)

Ordinance No. 2023-05

VII. ADMINISTRATIVE ROUTING

Laura Gloria, Executive Services Director Brad Posenjak, Finance Director

ORDINANCE NO. 2023-05

AN ORDINANCE, of the City of Wenatchee, Washington, amending Wenatchee City Code Section 1.90.070 to reflect the current address of City Hall.

WHEREAS, Wenatchee City Code ("WCC") Chapter 1.90 pertains to requests for public records; and

WHEREAS, WCC 1.90.070 provides that the City Clerk, the designated public records officer for the City, is located at the previous City Hall address; and

WHEREAS, WCC 1.90.070 needs to be amended to reflect the current address of City Hall.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF **WENATCHEE DO ORDAIN** as follows:

SECTION I

The Wenatchee City Code Section 1.90.070 shall be amended to read in its entirety as follows:

1.90.070 Public records officer.

The city clerk is hereby designated as the public records officer for the city of Wenatchee. The city clerk shall be the person to whom members of the public may direct requests for disclosure of public records of the city of Wenatchee and who will oversee the city of Wenatchee's compliance with the public records disclosure requirements of the public disclosure laws of the state of Washington as now or hereafter amended. The city clerk may be contacted at: City Hall, 301 Yakima Street, Wenatchee, Washington 98801.

SECTION II

If any section, subsection, sentence, clause or phrase of this Ordinance is declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in full force and effect as if said section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

SECTION III

Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

SECTION IV

This Ordinance shall take effect thirty (30) days from and after its passage and publication as provided by law.

PASSED BY T	THE CITY CO	UNCIL OF THE CITY WENATCHEE,
at a regular meeting thereof, this	day of	, 2023.
	CITY	OF WENATCHEE, a Municipal corporation
	By:	RANK J. KUNTZ, Mayor
ATTEST:		
By:TAMMY McCORD. City Clerk		

ORDINANCE NO. 2023-05

Approved as to form:	
OFFICE OF THE CITY ATTORNEY	
By:	
ý 	
DANIELLE MARCHANT, City Attorney	

Summary of Changes:

1.90.070 Public records officer.

The city clerk is hereby designated as the public records officer for the city of Wenatchee. The city clerk shall be the person to whom members of the public may direct requests for disclosure of public records of the city of Wenatchee and who will oversee the city of Wenatchee's compliance with the public records disclosure requirements of the public disclosure laws of the state of Washington as now or hereafter amended. The city clerk may be contacted at: City Hall, 129 South Chelan Avenue 301 Yakima Street, Wenatchee, Washington 98801.



Proclamation

WHEREAS, the American Legion each year sponsors, throughout the

State of Washington, a campaign for the distribution of

crepe paper poppies; and

WHEREAS, all proceeds from the distribution will be used for the

benefit of the men and women now serving in all armed forces, needy war veterans, the orphans and widows of

deceased veterans; and

WHEREAS, this charitable drive will enable all citizens to show their

gratitude to service men and women and have a part in contributing to the assistance rendered to needy and

disabled war veterans and their families.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee do hereby proclaim the month of May as:

"POPPY DAYS"

in the City of Wenatchee and I urge all citizens to support this worthy cause by wearing the Poppy during this period.

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IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 27th day of April, 2023.



PROCLAMATION

WHEREAS, May 14, 2023, marks Childhood Apraxia of Speech Day during which awareness will be raised throughout WA about childhood apraxia of speech, an extremely challenging speech disorder that affects 1-in-1,000 children.

WHEREAS, Childhood apraxia of speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children. The act of learning to speak comes effortlessly to most children, those with apraxia require early, appropriate, and intensive speech therapy, often for many years to learn to speak.

WHEREAS, Without appropriate speech therapy intervention, children with apraxia will have diminished communication skills, but are also placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills. That such primary and secondary impacts diminish future independence and employment opportunities and challenge the ability to become productive, contributing citizens if not resolved or improved.

WHEREAS, Public awareness about childhood apraxia of speech in WA is essential for families of children with this neurological disorder and the professionals who support them to achieve the needed services for those learning to use their own voice.

WHEREAS, Our highest respect goes to these children, as well as their families, for their effort, determination, and resilience in the face of such obstacles.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, hereby proclaim May 14, 2023, as "Apraxia Awareness Day" in the City of Wenatchee, and encourage citizens to work within their communities to increase awareness and understanding of childhood apraxia of speech.

IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on 27th day of April, 2023.

PROCLAMATION

General Aviation Appreciation Month

WHEREAS, Wenatchee in the state of Washington has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations, and community airports; and

WHEREAS, general aviation and the Pangborn Memorial Airport have a significant economic impact on the City of Wenatchee; and

WHEREAS, the 2020 Washington Aviation Economic Impact found that airports in the state support an annual economic impact of over \$107 billion, over 407,000 jobs, and a total payroll of over \$26.8 billion; and

WHEREAS, according to the FAA, the state has 134 public-use airports. These airports serve almost 25,000 pilots and almost 7,200 registered aircraft; and

WHEREAS, according to the FAA, the state is home to 107 repair stations, 22 FAA-approved pilot schools, almost 8,000 student pilots, and over 4,400 flight instructors; and

WHEREAS, general aviation not only supports Washington's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting and disaster relief, investments in sustainable fuels and technologies, and investments in innovative experimental technology like Vertical Takeoff and Landing vehicles, and by transporting business travelers to their destinations quickly and safely; and

WHEREAS, the United States faces a shortage of aviation professionals, leaders should invest in this critical infrastructure to ensure future economic growth and our next generation of aviation professionals and pilots;

NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, do hereby proclaim May 2023 as GENERAL AVIATION APPRECIATION MONTH.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 27th day of April, 2023.

PROCLAMATION

- whereas, throughout the month of May, City of Wenatchee will celebrate biking and the freedom, the joy, and the well-being it imbues within us, as well as the power that more people riding bikes has in making life better for everyone; and
- WHEREAS, May 3, 2023 is "Bike to School Day" and May 19, 2023 is "Bike to Work Day"; and
- whereas, throughout the month of May, the residents of Wenatchee and its visitors will experience the joys of bicycling through group rides, races, commuting events, educational programs, charity events, and/or by simply getting out and going somewhere by bike; and
- WHEREAS, bicycling has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Wenatchee, attracting tourism dollars and local business spending and reducing pollution, congestion and parking costs on our streets and roads; and
- WHEREAS, Evergreen Mountain Bike Alliance, Complete the Loop Coalition, TREAD, Sustainable NCW and Wenatchee Velo, schools, parks and recreation departments, police departments, public health districts, hospitals, businesses and civic groups will be joining the League of American Bicyclists in promoting bicycling during the month of May 2023; and
- WHEREAS, these groups are also promoting the use of the bicycle as both a means of transportation and recreation year-round to attract more visitors to enjoy our local parks and trail systems, as well as restaurants, hotels, retail establishments, and cultural and scenic attractions; and
- WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education during Bike Month and year-round in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, hereby proclaim the month of May as "Bike Month" and encourage residents and visitors of Wenatchee to experience the joys of bicycling during the month of May and throughout the year.

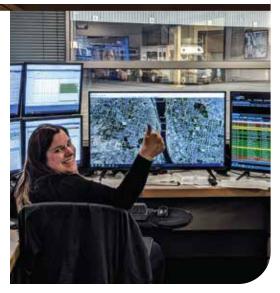


IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 27TH day of April, 2023.

Link Transit - 2022









2022 Statistics...

Employees:

160 (year end)

Service Area:

3,500 square miles

2022 Boardings:

Fixed Route: 877,598(+14.3% over 2021) Weekday Average: 2,885 (+11.7% over 2021) Saturday Average: 1,574 (+17.4% over 2021) Sunday Average: 967 (+36.9% over 2021)

Paratransit: 72,128 (+28%) Weekday Average: 248 Saturday Average: 104 Sunday Average: 70

Population Served:

128,000

Chelan County Communities:

Wenatchee
Leavenworth
Peshastin
Dryden
Cashmere
Monitor
Manson
Chelan
Malaga
Entiat

Douglas County Communities:

East Wenatchee Orondo Waterville Rock Island

Revenue Fleet:

12 - 40' diesel buses

2 - 35' diesel buses

22 - Gasoline-powered small buses

10 - 35' Battery Electric buses

2 - 30' Battery Electric buses

10 - 24' Dodge Ram vans

9 - Dodge minivans

7 - Ford Startrans vans

Service Miles

2,204,094 Fixed Route 450,318 Paratransit

Revenue Miles

2,107,748 Fixed Route 366,294 Paratransit

Passenger Miles

7,290,277 Fixed Route 277,805 Paratransit

Cost Per Hour:

\$149.75

Statewide average \$173.92

Routes Operated:

12 - Local Fixed Routes 6 - Commuter Routes 2 - Dial A Ride (DART)

1 - ADA Paratransit Service (LinkPlus)

Facilities:

Entiat Park & Ride • SR 97A & Entiat Way • 21 spaces • Two Level 2 electric vehicle charging stations

Big Y Park & Ride • SR 2 & SR 97 • 41 spaces • Two Level 2 electric vehicle charging stations

Lake Chelan Park & Ride • SR 97A & Center Street (Lakeside) • 29 spaces

Columbia Station • Kittitas & Columbia Streets, Wenatchee • 64 spaces • Two Level 2 electric vehicle charging stations

Leavenworth Park & Ride • SR2 near USFS • 43 spaces

Wilkommen Park & Ride, Leavenworth • 89 spaces • Two Level 2 electric vehicle charging stations

Olds Station Park & Ride • 242 spaces • Eight Level 2 electric vehicle charging stations

Chelan County Museum, Cashmere • 2 spaces • One Level 2 electric vehicle charging station

Former "Country Boys BBQ", Cashmere • 5 spaces • Two Level 2 electric vehicle charging stations

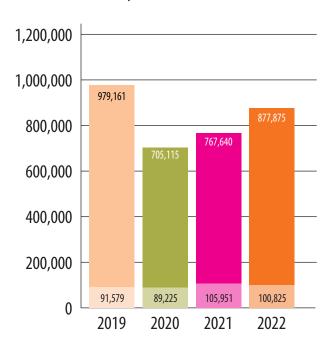
East Wenatchee Park & Ride, 310 Rock Island Road • 32 spaces

Rock Island Park & Ride • (this facility is not yet open for use)

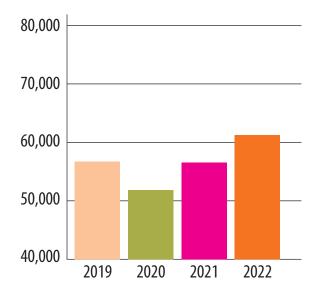
Ridership...

Annual Fixed Route/Flex Route Boardings

(Bottom number represents annual revenue hours)



Annual Paratransit Boardings



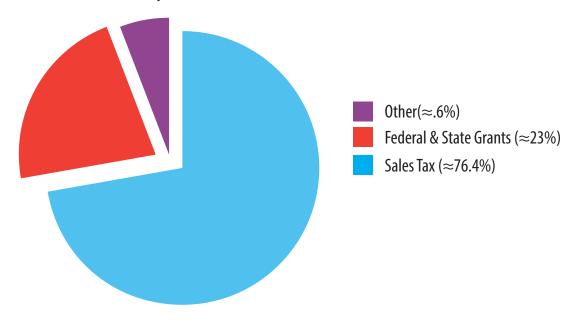
Service Area...



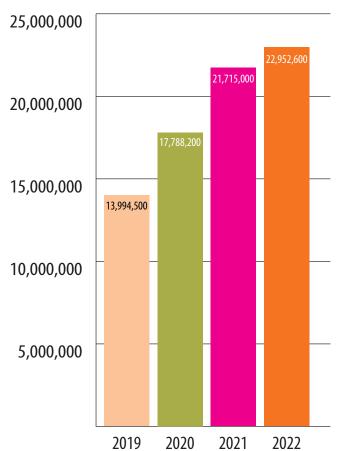


Revenue...

2023 Revenue Projections: \$31,561,964



Annual Sales Tax Collections (sales tax rate of .4% though 2019, increased to .5% in 2020)



Board of Directors...

East Wenatchee

Councilman Rob Tidd - 9/2019

Chelan County

Commissioner Tiffany Gering - 1/2021 Commissioner Kevin Overbay- 1/2023

Chelan

Mayor Bob Goedde - 1/2020

Rock Island

Mayor Randy Agnew - 1/2016

Entiat

Councilman Clay Brandenburg

Cashmere

Mayor Jim Fletcher - 1/2012

Wenatchee

Councilman Mark Kulaas - 1/2022

Waterville

Councilwoman Joyce Huber 2/2012

Leavenworth

2023 Vice-chair Councilwoman Anne Hessburg 1/2022

Douglas County

Commissioner Kyle Steinburg - 1/2020 2023 Chair Commissioner Marc Straub - 1/2019

Union Rep. (Non Voting)

Paul Parmley - 1/2013

2023 Schedule of Monthly Link Transit Board Meetings

Regular Link Transit board meetings are held on the third Tuesday of each month, beginning at 3:00 PM in the 3rd floor conference room at Columbia Station, 300 South Columbia Street in Wenatchee, WA. Each month the meeting agenda is posted on our website three days prior to the meeting, but can also be requested from boardclerk@linktransit.com.

January 17, 2023

February 21, 2023

March 21, 2023

April 18, 2023

May 16, 2023

June 20, 2023

July 18, 2023

August 15, 2023

September 19, 2023

October 17, 2023

November 21, 2023

December 19, 2023

Performance...

Link Transit receives federal funding through a program called STIC (Small Transit-Intensive Cities), where we are compared along with 317 other small transit sytems to larger systems. We are scored on six different metrics and awarded funding for each metric where we meet or exceed the national average. Currently, Link Transit has achieved five of these metrics, one of 23 systems nationwide.

	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Miles per Capita	Vehicle Revenue Hours per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Funding
Average for UZA's with populations 200,000-999,999	5.5211	94.841	11.8958	0.7584	76.8758	11.5727	
Link Transit	5.3137	101.7543	30.7972	1.6083	163.6466	14.9568	\$2,752,029

Passenger Miles per Vehicle Revenue Mile: the number of miles each passenger rides divided by the number of mile the vehicle travels i.e., 8 passengers ride a 2 mile trip = 16 passenger miles/2 miles traveled = 8 passenger miles/vehicle revenue mile

Passenger Miles per Vehicle Revenue Hour: the number of passenger miles traveled for each hour the vehicle is in service

Vehicle Revenue Miles per Capita: The miles a transit vehicle travels while in revenue service per 100 residents

Vehicle Revenue Hours per Capita: Amount of hours of transit service operated per 100 residents

Passenger Miles per Capita: Number of passenger miles traveled per 100 residents

Passenger Trips per Capita: Number of transit trips taken per 100 residents

Funding: Each incentive met or exceeded is equal to \$550,406

2022 Recap...

Increased system ridership by 13% over 2021

Purchased East Wenatchee Park & Ride property, began plans for redesign

Completed fixed route system redesign with partial service implementation in July

Implemented system-wide zero-fare policy for fixed route and paratransit service

Purchased property near north end of West Cashmere Bridge for new park & ride location

Completed bus turnaround at Boodry Street to facilitate service in a formerly underserved area of Wenatchee

Built turnaround at Wenatchee Valley College to provide bus stop and layover point

Implementation of highway stop at Hay Canyon/Goodwin Road with queue-jumping signalization

Installed rapid flashing lights on Penny Road to improve pedestrian safety at Olds Station Park & Ride

Began the Rideshare program

Design of and installation of the unique "Supergraphics" bus wrap program to celebrate our communities

New bus service to Saddlerock trailhead

Began the TRIP-Link Volunteer Driver Program

Improved aging sidewalks at Columbia Station to improve pedestrian safety and access to transit center















CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor

City Council

FROM: Aaron Kelly, Operations Manager

Public Works Department

MEETING DATE: April 27, 2023

I. SUBJECT

Department of Enterprise Services Lease for the Attorney General's Office.

II. ACTION REQUESTED

Staff recommends the City Council approve the Lease from the Department of Enterprise Services to lease a portion of the third floor of City Hall and authorize the Mayor's signature.

III. OVERVIEW

Last December, Council approved a Letter of Intent from the Department of Enterprise Services to lease approximately 5,679 square feet of space on the third floor of City Hall for the local Attorney General's office. The negotiations and lease have been finalized for your consideration. The space will be located at the north end of the third floor and wrap around the third floor lobby to the east. The rate per square foot is consistent with our existing tenants and this is a 10 year lease with options to extend the lease to an additional 5 years.

IV. FISCAL IMPACT

Financial Impact: Cost to complete Tenant Improvements will be reimbursed by the Lessee after final acceptance. We have dedicated \$20,000 toward improvements of the space.

V. REFERENCE(S)

- 1. Lease Agreement
- 2. Letter of intent to lease

VI. ADMINISTRATIVE ROUTING

Rob Jammerman, Public Works Director Tammy McCord, City Clerk Laura Gloria, Executive Services Director Brad Posenjak, Finance Director

AFTER RECORDING RETURN TO:

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

Lease No. SRL 23-0035 Project No. 22-04-115 (Wenatchee) ARP/ams Page 1 of 10 Date: March 23, 2023

LEASE

THIS LEASE is made and entered into between <u>City of Wenatchee</u>, a <u>Washington municipal corporation</u> whose address is <u>301 Yakima Street</u>, <u>Wenatchee</u>, <u>Washington</u>, <u>98801</u>, for <u>its</u> heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, <u>Office of the Attorney General</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: 22-20-10-590-436

Common Street Address: 301 Yakima Street, Suite 301, Wenatchee, Washington 98801

Approximately 5,679 square feet of BOMA office space; together with 18 code parking stalls, all legally described as Units 1A, 2 and 3 of LocalTel Federal Building Condominiums, a condominium, according to the Declaration thereof recorded under Chelan County Recording No. 2478961, and Plans filed in Book 35 at pages 85 through 93 records of Chelan County, Washington.

USE

2. The premises shall be used by the <u>Office of the Attorney General</u> and/or other state agencies for the following purpose(s): <u>office space</u>. Office use includes associated office

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Lease No. SRL 23-0035 March 23, 2023 Page 2 of 10

activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events.

TERM

- 3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning November 1, 2023 and ending October 31, 2033.
- 3.1. Lessor shall provide beneficial occupancy commencing on October 15, 2023 to allow Lessee to construct improvements, to install equipment (including telecommunications and data wiring), to move in and set up furniture and materials, and to use the Premises (including parking areas) for the intended purposes. The term "beneficial occupancy" means that the Lessor has completed the work necessary for the Lessee to perform those functions and the Premises are ready for Lessee to do so, even though it remains for the Lessor to complete other work that is cosmetic or nonessential to such use of the Premises. Said beneficial occupancy shall be subject to the terms and conditions of this Lease except for the November 1, 2023 commencement date of the Term and obligation to pay rent as provided herein.

RENTAL RATE

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

November 1, 2023 to October 31, 2028

Eleven Thousand Eight Hundred Thirty-one Dollars and Twenty-five Cents

\$11,831.25 per month

November 1, 2028 to October 31, 2033

Twelve Thousand Six Hundred Fifty-nine Dollars and Forty-four Cents

\$12,659.44 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. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, except insurance on Lessee's personal property, exterior and interior window washing, landscape and irrigation water, and maintenance and repair as described below, together with <u>natural gas</u>, electricity, stormwater, water, sewer, garbage collection, recycling, elevator service (if any), and janitorial services. Janitor service includes interior window washing, restroom supplies and light bulb replacement and such other items as set forth in Exhibit "J" which is attached hereto and incorporated by reference.

MAINTENANCE AND REPAIR

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and



Lease No. SRL 23-0035 March 23, 2023 Page 3 of 10

to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters, <u>fluorescent tubes</u>, <u>light bulbs</u>, <u>LED fixtures and lighting elements</u>, as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; <u>elevators (including communications systems)</u>; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

- 7.1. Lessor shall as part of maintenance provide de-icing and snow and debris removal service. At a minimum, Lessor shall treat or remove, before normal business hours and at other times as soon as practical thereafter, debris, snow and/or ice from the parking lot and all sidewalks and entrances. Without prior notice, Lessor shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions; snow removal in parking lots to take place when an excess of 2 inches of snow occurs; provided, any icy or dangerous conditions must be addressed. This provision does not create any third parties beneficiary rights, including but not limited to rights in any member of the public or state employees, to enforce this provision, rely upon it, or to reference it in any legal action.
 - 7.2. The Lessor shall, at its sole cost and expense, between the 60th and 61st month of this Lease:
 - a) Repaint the interior surfaces of the building in accordance with the original specifications;
 - b) Replace and/or clean carpet or carpet tiles if needed;
 - c) Replace and/or clean ceiling tiles if needed; and
 - d) Caulk, paint, and clean all exterior surfaces of the building.

Until all of the work requested by Lessee in a-d above has been completed by Lessor and reasonably approved by the Design Manager, the rent increase provided to take effect at the commencement of the sixth year shall not take effect, and the rent shall be the prior rent until the work is completed.

ASSIGNMENT/SUBLEASE

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

RENEWAL/CANCELLATION

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

PAYMENT

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

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Lease No. SRL 23-0035 March 23, 2023 Page 4 of 10

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. Lessor may require removal of any such improvements at the end of the lease term as a condition of approval. 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, except otherwise as conditioned by Lessor, may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

REMODEL

- 13. The Lessor shall, at Lessor's sole cost and expense, on or before November 1, 2023, complete in a good and workmanlike manner alterations as noted on the attached plan #22-04-115 (Exhibit B), approved by the Design Manager on February 13, 2023, also with attached specifications, and addenda (Exhibit A-1), initialed by both parties hereto and incorporated herein by reference.
- 13.1. Lessor shall be reimbursed Tenant Improvement costs as agreed to by amendment to this lease. Upon such amendment, Lessee shall make payment in cash or state warrant, upon receipt of Authority to Pay from the Design Manager. Should the Tenant Improvement costs vary from the current estimate of \$576,950.95, Lessee and Lessor shall, in good faith, negotiate to revise Tenant Improvement costs. If Lessee and Lessor are unable to mutually agree to revised Tenant Improvements costs, Lessor or Lessee may reject and terminate this lease agreement.

ALTERATIONS/IMPROVEMENTS

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

PREVAILING WAGE

15. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for



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the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

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

DISASTER

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

NO GUARANTEES

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

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ADDITIONAL LEASE PROVISIONS

21. [Intentionally deleted]

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CANCELLATION/SUPERSESSION

22. [Intentionally deleted]

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.

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Lease No. SRL 23-0035 March 23, 2023 Page 7 of 10

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

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

DEFAULT LEADING TO TERMINATION

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

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

CONDEMNATION

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

MONTH TO MONTH TENANCY

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

SUBORDINATION

28. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant

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Lease No. SRL 23-0035 March 23, 2023 Page 8 of 10

Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

CAPTIONS

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

INTEGRATED DOCUMENT

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

NOTICES

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

LESSOR: <u>City of Wenatchee</u>

301 Yakima Street,

Wenatchee, Washington, 98801

LESSEE: Department of Enterprise Services SRL <u>23-0035</u>

Real Estate Services

1500 Jefferson Street S.E., 2nd Floor

Post Office Box 41468

Olympia, Washington 98504-1468

EXHIBITS

- 32. The following exhibits described herein and attached hereto, are fully incorporated into this Lease by this reference:
 - a) Exhibit A-1: The Leased Space Requirements
 - b) Exhibit B: The Design Professional's Space Plan
 - c) Exhibit J: Janitorial Requirements

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Lease No. SRL 23-0035 March 23, 2023 Page 9 of 10

IN WITNESS WHEREOF, the parties subscribe their names.

City	Λf	Wen	atc	hee
VIII.V	v.	VV CII	au	псс

STATE OF WASHINGTON

By:	Office of the Attorney General
By:Printed Name:	Acting through the Department
Title:	
Date:	Richard Bushnell, Assistant Director
	Date:
	RECOMMENDED FOR APPROVAL: Amy Pappajohn, Property and Acquisition Specialist Real Estate Services
	Date: 04/13/2023
	APPROVED AS TO FORM:
	By:
	Assistant Attorney General
	Date:

Please Initial

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Lease No. SRL 23-0035	March 23, 2023	Page 10 of 10
STATE OF)		
,	SS.	
County of)		
	of,	20 before me personally appeared and said person(s) acknowledged that
it as the	ited that was autho	rized to execute the instrument and acknowledged of
		to be the free and voluntary act of such party for
the uses and purposes mentioned in th	e instrument.	
In Witness Whereof I have written.	hereunto set my hand and affin	xed my official seal the day and year first above
1		in and for the State of Washington,
(Affix notary seal in box)	My commission	on expires_
STATE OF WASHINGTON)	,	1
County of Thurston)	SS.	
20, personally appeared be Department of Enterprise Services, Stathe within instrument, and acknowledg Department, for the purposes and uses document.	ate of Washington, to me known ged that he signed and sealed the stherein mentioned, and on oath	on this day of, NELL, Assistant Director, Real Estate Services, to be the individual described in and who executed same as the free and voluntary act and deed of the stated that he was duly authorized to execute said sed my official seal the day and year first above
	N-4 D. 11'	in and fantha State of Westington
	Residing at	in and for the State of Washington,
(Affix notary seal in box)	My commission	on expires Please Initial
·		ALP,



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:

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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.

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00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

00 20 00 INSTRUCTIONS FOR PROCUREMENT

1.1 PREVAILING WAGES

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

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

END OF Division 00 00 00

01 00 00 GENERAL REQUIREMENTS

01 10 00 SUMMARY

1.1 GENERAL

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

1.2 PROJECT DOCUMENTS

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

01 20 00 PRICE AND PAYMENT PROCEDURE

<u>01 23 00, 01 25 00 ALTERNATES AND SUBSTITUTION PROCEDURES</u>

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.

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

1.1 NEW CONSTRUCTION AND REPLACEMENT ROOFING

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

1.2 EXISTING ROOFING

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

07 90 00 JOINT PROTECTION

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

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

END OF DIVISION 07 00 00

08 00 00 OPENINGS

08 10 00 DOORS AND FRAMES

1.1 GENERAL

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

08 11 00 METAL DOORS AND FRAMES

1.1 SIZE AND CONSTRUCTION (EXTERIOR)

Unless otherwise specified doors shall be 3'-0" minimum width, 7'-0" high or match existing, 1-¾" 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, 1-3/" 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.

<u>26 09 00 INSTRUMENTATION AND CONTROL FOR ELECTRICAL SYSTEMS</u>

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

32 80 00 IRRIGATION

32 84 00 PLANTING IRRIGATION

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

32 90 00 PLANTING

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

END OF DIVISION 32 00 00

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APPENDIX B: BID COST BREAKDOWN

Bid Cost Breakdown Form

Ir									
Project# Address			RES Design Professional						
SR&L# City				RES Lease Agent					
Agency			Rentable Area (SF) 25,000			Agency F	acility Planner		
Lessor & Phone #				Date	Date				
Contractor & Phone #				Revised					
Item	Item Total Units Unit Cost		Total Cost	С	Cost to Lessor Cost to Agency				
item		Units	Туре	Offit Cost	Total Cost	% 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
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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 Subto	tal				\$0.00		\$0.00		\$0.00
Total Project Mark-Up per LSR section 3.8	(15% max	K)		0%	\$0.00		\$0.00	\$0	
State Sales Tax				0%	\$0.00		\$0.00	\$0.	
TOTAL PROJECT COST			\$0.00		\$0.00	\$0.			
COST PER SQUARE FOOT			\$0.00		\$0.00		\$0.00		
Method of Payment:	Cash u	upon pro	oject co	mpletion, unless	agreed otherwise. U	Jp to 80%	payable at substar	ntial comp	oletion.
Approvals									
Lessor	Agency Facility Planner RES Lease Agent		RES Design Professional						
Date:	D	ate:			Date:		Date:		
<u> </u>									

LSR 1.0 Compliant

END OF LEASED SPACE REQUIREMENTS

OFF ASSIST

OFF ASSIST

CPT

RECEPTION

301

CPT

INTERVIEW

302

ALIGN W/

EXIST. FINISH

ALIGN W/

EXIST.

FINISH

CORRIDOR

307

WALL B

BREAK ROOM

ALIGN W/

EXIST. FINISH

SECTION CHIEF

OFFICE

308

OFFICE

309

OFFICE

310

CPT

OFFICE

311

CPT

SHARED DIVISION

OFFICE

312

GENERAL NOTES

- UNDER RCW39.04.260, THIS PROJECT MUST COMPLY WITH ALL THE REQUIREMENTS FOR PREVAILING WAGE. THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES DETERMINES PREVAILING WAGE RATES AND WHICH PROJECTS MAY BE EXEMPT FROM THIS LAW. FOR MORE INFORMATION, CONTACT THE DEPARTMENT OF LABOR AND INDUSTRIES.
- ALL WORK ON THIS PROJECT SHALL MEET OR EXCEED THE PROJECT SPECIFICATIONS, CURRENT "LEASE SPACE REQUIREMENTS" INCLUDING THE "NEW SPACE ADDENDUM", TOGETHER REFERRED TO AS THE LSR, AS PUBLISHED BY THE STATE OF WASHINGTON, DEPARTMENT OF ENTERPRISE SERVICES (DES), REAL ESTATE SERVICES (RES).
- THESE DRAWINGS DO NOT REFLECT ALL REQUIREMENTS OF THE GOVERNING CODES AND ORDINANCES. THEY ARE DESIGN DEVELOPMENT DRAWINGS THAT ACCOMPANY THE LSR THAT COMBINED SHOW THE TENANT'S DESIRED FINAL SPACE CONFIGURATION AND PERFORMANCE CRITERIA. LESSOR SHALL PREPARE CODE CONFORMING PERMIT DRAWINGS AND REQUIRED DOCUMENTS AS REQUIRED FOR PERMIT AND CONSTRUCTION.
- THE OWNER AND LESSOR SHALL PROVIDE WITHOUT ADDITIONAL COST TO THE TENANT A WARM LIT SHELL PER LSR PERFORMANCE STANDARDS INCLUDING ANY REQUIRED UPGRADE OR REPLACEMENT OF HVAC SYSTEMS AND REPLACEMENT OF FLUORESCENT BULBS TO MEET BOTH WSEC AND LSR PERFORMANCE STANDARDS.
- THE OWNER AND OR LESSOR AND THEIR CONSULTANTS SHALL INSPECT THE EXISTING SPACE AND REPORT ALL DISCREPANCIES BETWEEN THESE DESING DOCUMENTS AND FIELD CONDITIONS TO THE RES DESIGN PROFESSIONAL LISTED ON THESE DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
- DIMENSION LINES ARE ALIGNED TO FACE OF STUD FOR NEW AND EXISTING WALLS UNLESS OTHERWISE NOTED.
- FACE OF NEW WALLS TO BE ALIGNED WITH FACE OF EXISTING WALLS. PROVIDE TRANSITION WITH MATCHING SMOOTHNESS AND TEXTURE AND FINISH.
- CONTRACTOR TO MODIFY ALL EXISTING WALLS, CEILINGS, AND FLOORING AS REQUIRED FOR PLAN MODIFICATIONS.
- CONTRACTOR TO PATCH AND REPAIR ALL EXISTING WALL, FLOOR AND CEILING SURFACES SCHEDULED TO REMAIN AND THAT NEED TO BE PREPARED FOR NEW INSTALLATIONS AND ABUTTING NEW WORK. REMOVE ALL WALL AND CEILING ANCHORS.
- PAINT AND TEXTURE ALL WALLS SURFACES IN SUITE TO MEET LSR PERFORMANCE REQUIREMENTS. FINISH AS SELECTED BY RES DESIGN PROFESSIONAL FROM STANDARD COLORS. AT MODIFICATIONS EXTERNAL TO TENANT SUITE, TEXTURE AND PAINT TO MATCH
- REMOVE ALL DAMAGED, LOOSE, AND NON-COLOR MATCHING RESILIENT COVE BASE. PROVIDE NEW RESILIENT COVE BASE PER LSR PERFORMACE REQUIREMENTS. MATCH COLOR THROUGHOUT ALL SPACES.
- PROVIDE BLOCKING AS REQUIRED FOR ALL INSTALLATIONS INCLUDING WALL AND CEILING MOUNTED CASEWORK, EQUIPMENT, AND DEVICES. VERIFY LOAD CONDITIONS FOR BRACING REQUIRED. FOR DATA EQUIPMENT INSTALLATIONS VERIFY LOCATIONS AND BLOCKING HEIGHT WITH TENANT DATA SERVICE INSTALLER.
- EXISTING SUSPENDED CEILINGS AND METAL GRID. MODIFY EXISTING METAL GRID AND PROVIDE NEW AS REQUIRED INCLUDE CONCEALED FRAMING AND ASSOCIATED SEISMIC BRACING. REMOVE EXISTING AND REPLACE ALL ACOUSTIC TILE.
- MODIFY EXISTING HVAC DISTRIBUTION, ZONING, & CONTROLS TO MEET LSR PERFORMANCE REQUIREMENTS AND BUILDING WSEC COMPLIANCE PATH DESIGN. INCLUDE ALL DESIGN AND NEW EQUIPMENT FOR CODE CONFORMING INSTALLATION. PROVIDE MINI-SPLIT AC WITH INDEPENDENT ZONE AND CONTROL FOR IT ROOM 319. SEE KEY PLAN NOTES.
- PROVIDE LIGHTS & SWITCHING TO MEET LSR PERFORMANCE REQUIREMENTS AND BUILDINGS WSEC COMPLIANCE DESIGN PATH. PROVIDE LIGHTING REDUCTION CONTROLS, OCCUPANCY SENSORS, AND DAYLIGHT CONTROLS AS REQUIRED BY WSEC AND AS SHOWN.
- PROVIDE POWER AND OUTLETS TO MEET LSR PERFORMANCE REQUIREMENTS AND BUILDINGS WSEC COMPLIANCE DESIGN PATH. PROVIDE DEDICATED AND CONTROLLED RECEPTACLES AS SHOWN. IDENTIFY ALL POWER LOCATIONS AS REQUIRED BY LSR AND TENANT AGENCY POWER AND CABLING STANDARDS.
- COORDINATE WITH TENANT FOR ALL POWER INSTALLATION LOCATIONS IN IT ROOM 319 PROVIDE GROUNDING BUSS FOR IT EQUIPMENT RACK IN IT ROOM 319. IDENTIFY ALL POWER LOCATIONS AS REQUIRED BY LSR AND TENANT POWER AND CABLING IDENTIFICATION STANDARDS.
- PROVIDE POWER AND DATA/TELECOM SERVICE TO TENANT SUITE AS SHOWN ON DRAWINGS PROVIDE ALL CONDUIT AND JUNCTION BOXES FOR SERVICE CONNECTION FROM BUILDING SERVICE LOCATION TO TENANT SUITE SERVICE LOCATIONS AS SHOWN ON DRAWINGS AND AS
- ALL DATA & SECURITY SERVICE ROUGH-IN, JUNCTION BOXES, AND CONDUIT INSTALLATIONS ARE TO BE PROVIDED BY CONTRACTOR AND REVIEWED AND ACCEPTED BY TENANT DATA SECURITY SERVICE PROVIDER. TENANT DATA AND SECURITY WIRING AND DEVICES ARE TO BE PROVIDED AND INSTALLED BY TENANT DATA AND SECURITY SERVICE PROVIDER. CONTRACTOR TO COORDINATE AND SCHEDULE ALL TENANT DATA AND SECURITY INSTALLATION WORK WITH TENANT DATA AND SECURITY SERVICE PROVIDER BEFORE CLOSING-IN OF WALLS AND CEILINGS.
- LANDLORD TO PROVIDE FIRE ALARM, DETECTION, ANNUNCIATION, AND EMERGENCY EGRESS LIGHTING SYSTEM MODIFICATIONS INCLUDING ALL DESIGN AND INTEGRATION WITH BUILDING SYSTEMS. PROVIDE EMERGENCY EGRESS LIGHTING. PROVIDE LIGHTED EGRESS SIGNS AS SHOWN ON DRAWINGS IN COLOR AS SELECTED BY TENANT.
- PROVIDE DESIGN AND MODIFICATION OF EXISTING FIRE SUPPRESSION SYSTEM INCLUDING ADDING AND REMOVING DROPS AS REQUIRED FOR PLAN.
- PROVIDE RECESSED FIRE EXTINGUISHER CABINETS WITH EXTINGUISHERS IN LOCATIONS AS SHOWN ON DRAWINGS AND AS REQUIRED BY CODE. PROVIDE LSR COMPLIANT CABINETS IN COLOR AS SELECTED BY RES DESIGN PROFESSIONAL FROM MFG'S STANDARD FIXTURES.

ELECTRICAL LEGEND

SRL 23-0035

- 120v/20amp GENERAL-PURPOSE DUPLEX RECEPTACLE (MAXIMUM OF 6 PER
- 120v/20amp DUPLEX RECEPTACLE FOR COMPUTERS (MAXIMUM OF 4 PER CIRCUIT, USE GRAY-COLORED RECEPTACLE)
- 120v/20amp FOURPLEX DEDICATED RECEPTACLE
- 120v/50 amp DEDICATED RECEPTACLE. PROVIDE NEMA PLUG AS REQUIRED PNL# ON PANEL AS SHOWN.
- Cat 6A NETWORK CABLES (NUMBER INDICATES HOW MANY CABLES & PLUGS FOR EACH DROP)
- MANUAL LIGHT SWITCH (SWITCHING AS REQUIRED FOR WSEC P NOTE COMPLIANCE PATH & PER NOTES) OS OCCUPANCY SENSOR & MANUAL CTRL

DIM MANUAL DIMMING CONTROL

- POWER/DATA SERVICE POLE AND JUNCTION BOX FOR CONNECTION TO OFFICE PARTITION SYSTEM. EACH WORKSTATION SERVED TO RECEIVING ONE OF EACH OF THE FOLLOWING:
 - (NUMBER IN THE SYMBOL INDICATES HOW MANY WORKSTATIONS ARE SERVED BY THAT SOURCE) $\bigoplus \bigoplus^2$

 $\Leftrightarrow \bullet \Rightarrow \diamond^2$

- FLUSH WITH FLOOR SERVICE BOX WITH ONE OF EACH OF
- CEILING EXHAUST FAN
- SUSPENDED SPLIT SYSTEM COOLING FANCOIL. PROVIDE SUSPENSION FRAME WITH VIBRATION ISOLATION. VERIFY ANCHORAGE TO LAMINATED FLOOR STRUCTURE.
- ACCESS SYSTEM CARD READER. PROVIDE CONDUIT AND JUNCTION BOX FOR ELECTRIC STRIKE AND ICLASS CARD READER. COORDINATE INSTALLATION WITH TENANTS DATA SERVICE INSTALLER.
- COM PANEL / DOOR BELL
- RECESSED FIRE EXTINGUISHER CABINET
- NEW SUSPENDED LED LIGHT FIXTURE
- NEW OR RELOCATED FLUORESCENT TROFFER (MATCH EXIST) EM EMERGECY LIGHTING ON BATTERY BACKUP
- EM EMERGENCY LIGHTING ON BATTERY BACKUP NEW RECESSED LED W/ ALZAC AND TRIM (IC RATED)

EXISTING FLUORESCENT TROFFER (SEE RCP FOR NOTES)

- EM EMERGENCY LIGHTING ON BATTERY BACKUP
- ILLUMINATED EXIT SIGN WITH DIRECTIONAL ARROW AS REQ'D
- ELECTRICAL PLANEL
- P POWER LIGHTING A PROTECTED PANEL FOR COMPUTERS
- JUNCTION BOX WITH 6" WHIP
- → CORNER GUARD

ACCESS CONTROL & INTRUSION ALERT SYSTEM LEGEND

DRAWING FOR ACCESS AND INTRUSION ALERT SYSTEM DEVICE PLACEMENT ARE FOR PLANING ONLY. VERIFY FINAL DEVICE PLACEMENT AND OPERATIONAL REQUIREMENTS FOR FULLY FUNCTIONAL SYSTEMS WITH TENANT AND TENANTS SECURITY SYSTEM VENDOR.

- R ACCESS SYSTEM CARD READER
- ACCESS SYSTEM CONTROL PANEL AND PC LOCATION
- INTRUSION ALERT CONTROL PANEL
- P PANIC BUTTON D PANIC SYSTEM DE-ACTIVATION SWITCH
- PSCP PANIC SYSTEM CONTROL PANEL (RESET/DEACTIVATE)
- © CEILING PENDENT PANIC SIGNAL

WALL LEGEND

NEW WALL - FILL WALL CAVITY SOLID WITH SOUND ATTENUATION FLOOR TO STRUCTURE ABOVE PER LSR SECTION 07200.1.2.

DEMISING WALL FROM FLOOR TO STRUCTURE ABOVE, PROVIDE SOUND ATTENUATION PER LSR SECTION 07200.1.2.

EXISTING WALL TO REMAIN.

= = DEMOLITION

AGENCY APPROVAL Jason Brewer DATE: Feb 13, 2023 RES DEIGN APPROVAL Robert Soderstrom DATE: 2/13/23 RES LEASING APPROVAL DATE: Feb 13, 2023 DEPT OF ENTERPRISE SERVICES REAL ESTATE SERVICES DATE: Feb 13, 2023 BUILDING DATA 4.617 SQ. FT. BOMA "USEABLE AREA"

5679 SQ. FT. BOMA "RENTABLE AREA" (THIS FIGURE IS BASED ON THE RESULTS PROVIDED

3. PROVIDE INDEPENDENT HVAC SUPPLY AND TEMP CONTROL ZONE FOR IT ROOM 319. PROVIDE MIN. 12000 Btu/h COOLING CAPACITY. COOLING SERVICE TO BE OPERABLE IN IT ROOM 319 ALL CALENDAR DAYS AND HOURS PER YEAR. 4. TENANT FURNISHED EQUIPMENT RACKS. CONTRACTOR TO BOLT EACH RACK TO

FOR PLAN AND WSEC. RE-BALANCE SYSTEM TO MEET LSR PERFORMANCE

1. CONTRACTOR TO COORDINATE AND SCHEDULE OFFICE PARTITION INSTALLATION

AND ASSEMBLED BY TENANTS INSTALLATION PROVIDER) CONTRACTOR TO PROVIDE

OUTLET INSTALLATION AT EACH WORKSTATION AS SCHEDULED AND AS SHOWN ON

PLANS. TENANT DATA AND SECURITY SERVICE PROVIDER TO INSTALL ALL DATA AND

ALL DESIGN WORK TO MEET WSEC COMPIANCE DESING PATH. PROVIDE NEW AND

RELOCATE EXISTING DIUCTS, REGISTERS, GRILLS, AND THERMOSTATS AS REQUIRIED

POWER DROP TO WORKSTATIONS INCLUDING ELECTRICAL POWER WIRING AND

FLOOR.

PLAN KEY NOTES (#

SECURITY WIRING.

REQUIREMENTS.

(CENTER ON CLG GRID

323

(21)

(CENTER ON CLG GRID

WORK AREA

DOOR 🔭

FLOOR PLAN

TO MATCH EXISTING ACCESS FLOORING PANELS. CONTRACTOR TO VERIFY EXISTING

TERMINATION ACOUSTIC PERFORMANCE TO MATCH WALL STC RATING AND SEAL

12. PROVIDE CONTINUOUS HARD WOOD (S4S) CHAIR RAIL. FINISH AS SELECTED BY

13. PROVIDE OPERABLE HORIZONTAL MINI BLINDS AT ALL INTERIOR RELIGHTS. (TYP)

COLOR SELECTED BY TENANT AGENCY FROM MFG'S STANDARD FINISH. VERIFY

14. PROVIDE OPERABLE HORIZONTAL BLINDS AT ALL EXTERIOR WINDOWS. (TYP) COLOR SELECTED BY TENANT AGENCY. PROVIDE FIXED STRING BLIND CONTROL. VERIFY

SCALE: 3/16"=1'-0"

CARPET AND THRESHOLDS.

EXISTING AND NEW RELITE DIMENSIONS.

MOUNTING AND BLIND DIMENSIONS.

ACOUSTIC FLANKING.

AGENCY/TENANT.

WORKSTATIONS

- 5. PROVIDE ELECTRICAL GROUNDING BUSS AT EQUIPMENT RACKS AND GROUND TO BUILDING GROUND. GROUND EQUIPMENT RACK TO GROUNDING BUSS. COORDINATE GROUNDING BUSS LOCATION WITH TENANT DATA AND SECURITY SERVICE PROVIDER.
- 6. PROVIDE 1/2" FIRE RESISTANT TREATED PLYWOOD FROM 18"aff TO 96"aff ON 3 WALLS AS SHOWN.

- 7. PROVIDE CONDUIT AND JUNCTION BOX FOR ELECTRIC STRIKE. PROVIDE CONDUIT AND 15. PROVIDE AGENCY SIGN PER AGENCIES STANDARD GRAPHIC AND LSR SIGNAGE JUNCTION BOX FOR ICLASS CARD READER. COORDINATE INSTALLATION WITH REQUIREMENTS. TENANTS DATA SERVICE INSTALLER. SEE DOOR HARDWARE NOTES
- WITH TENANTS INSTALLATION PROVIDER. (PARTITION SYSTEM FURNISHED BY TENANT 8. EXISTING IN-FLOOR ELECTRICAL AND DATA/TELECOM CABLE TRAY WITH ACCESS WALL FRAMING. FINISH TO MATCH EXISTING ADJACENT TEXTURE. FLOORING PANELS.

DEMISING WALL - FLOOR

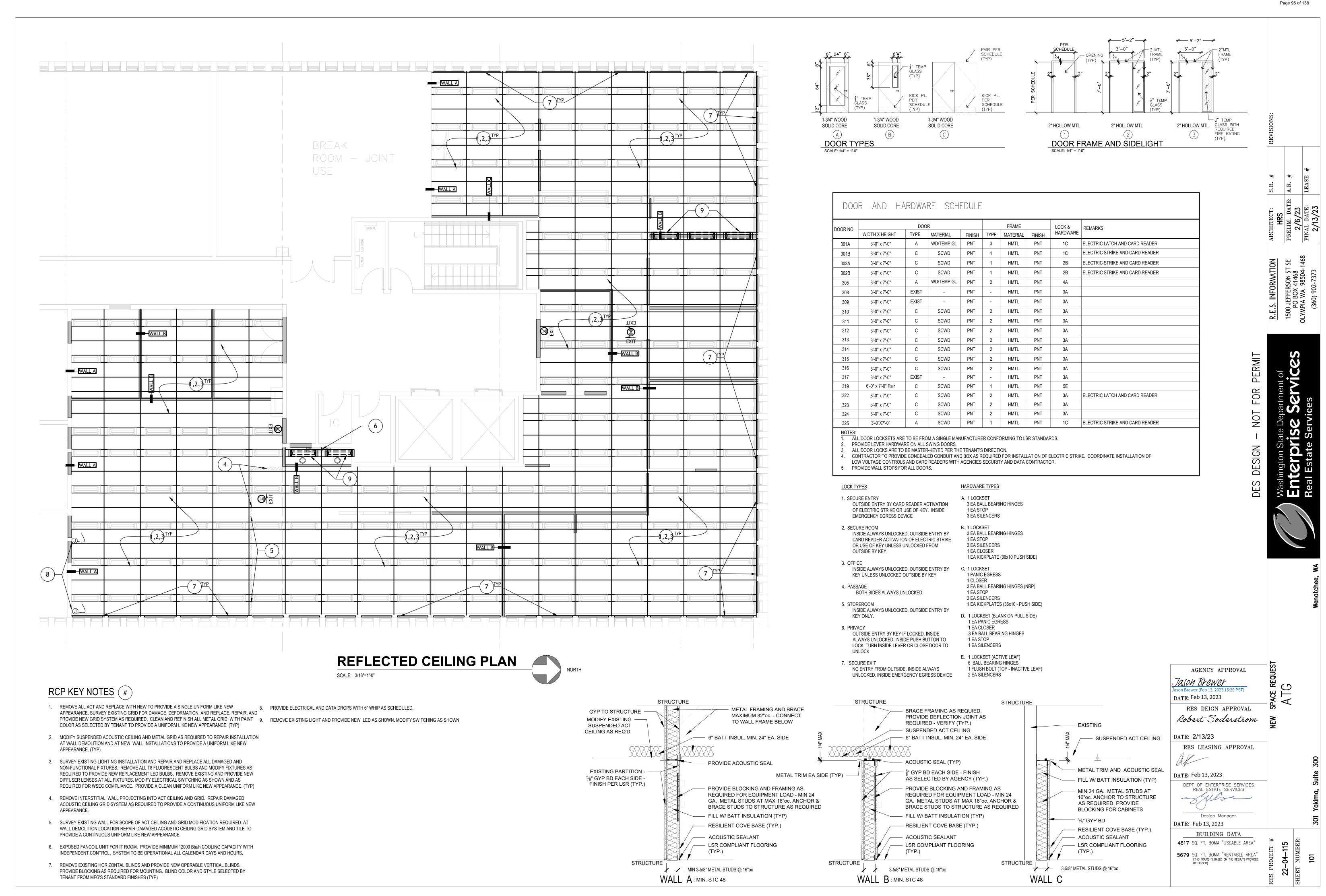
TO STRUCTURE ABOVE

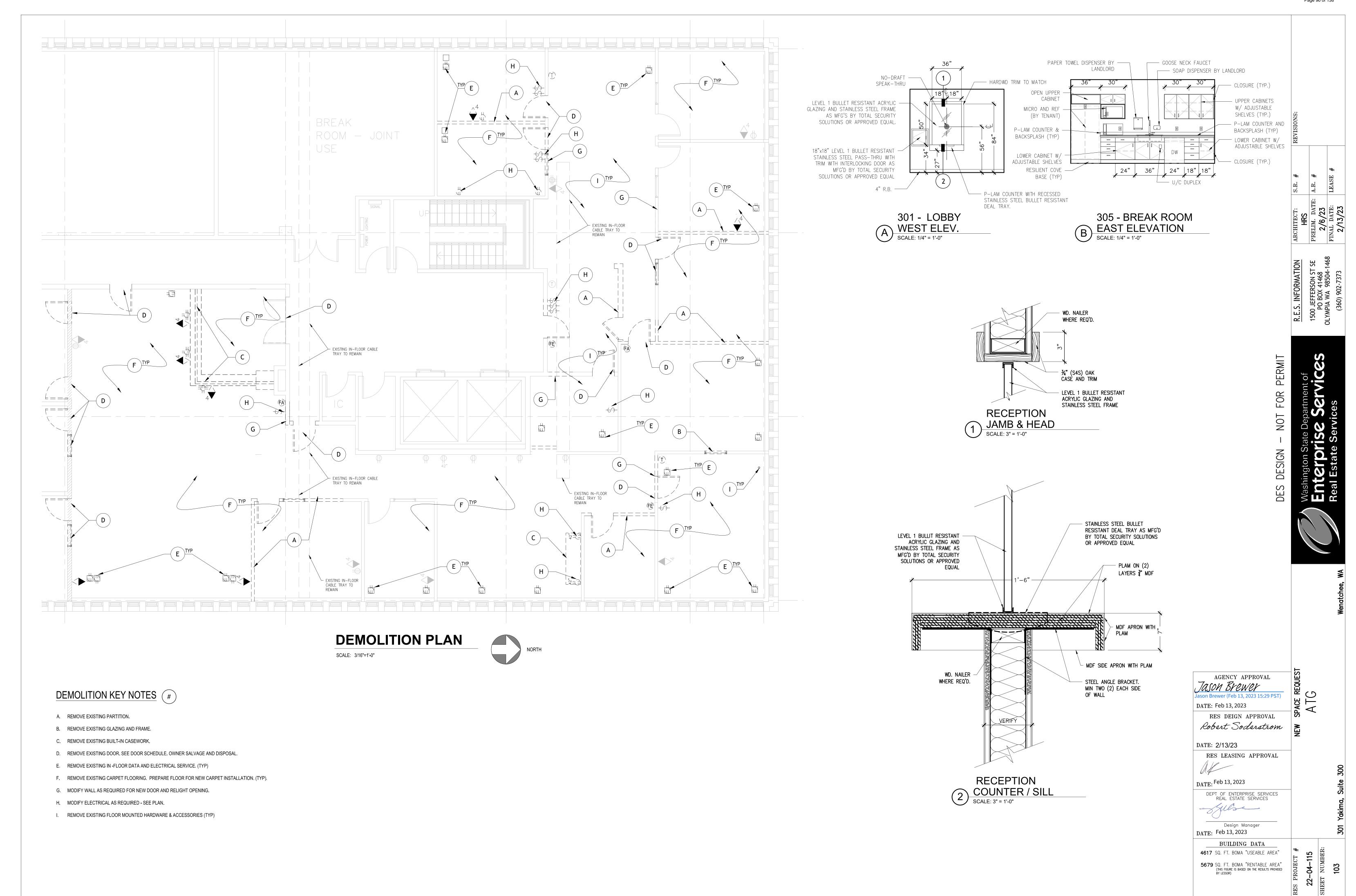
17. PROVIDE SECURITY WINDOW WITH LEVEL1 BULLET RESISTANT GLAZING, FRAME, AND PROVIDE NEW LSR COMPLIANT CARPET FLOORING. PROVIDE TILE SIZE AT CABLE TRAY DEAL TRAY AS MANUFACTURED BY 'TOTAL SECURITY SYSTEMS' OR EQUAL. PROVIDE WALL FRAMING AND GYP FINISH AS SCHEDULED. SEE DETAIL FOR NOTES.

16. REMOVE WINDOW AND ASSOCIATED FRAME. PROVIDE NEW SIDELIGHT AND REQUIRED

(CENTER ON PILASTER)

- 18. PROVIDE 18 1/4" x18 1/4" STAINLESS STEEL SECURITY PASS-THRU WITH INTERLOCKING 2. MODIFY HVAC DISTRIBUTION SYSTEM SUPPLY AND RETURN AS REQUIRED INCLUDING 10. PROVIDE NEW LSR COMPLIANT VCT FLOORING. PROVIDE METAL TRANSITION STRIP AT DOORS AS MANUFACTURED BY 'TOTAL SECURITY SYSTEMS' OR EQUAL. PROVIDE WALL FRAMING AND GYP BD FINISH AS SCHEDULED. SEE DETAIL FOR NOTES.
 - 11. PROVIDE WALL TERMINATION TO CURTAIN WALL PER LESSOR'S BUILDING ASSEMBLY 19. PROVIDE POWER AND DATA/TELECOM SERVICE DROP WITH JUNCTION BOX AND WHIP FOR SYSTEM FURNITURE CONNECTION. COORDINATE SERVICE DROP LOCATION WITH DETAILS. VERIFY TERMINATION LOCATION AND INSTALLATION REQUIREMENTS. WALL SYSTEM FURNITURE VENDOR.
 - 20. PROVIDE METAL TRANSITION STRIP.
 - 21. MODIFY EXISTING WALL TO PROVIDE TENANT DEMISING WALL. MINIMUM ASSEMBLY WALL TYPE A





ATG Wenatchee 22-04-115 (2-13-23)

Final Audit Report 2023-02-13

Created: 2023-02-13

By: Robert Soderstrom (Robert.Soderstrom@des.wa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAC784H2gyOtm1hH-KpHYTt4Kclfu7mIYA

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- Agreement completed.
 2023-02-13 11:29:02 PM GMT



Please Initial

EXHIBIT J Janitorial Specifications

1.	Lessee/Tenant:	Attorney General Office
	Address:	301 Yakima Street, Suite 301, Wenatchee, Washington 98801
	Lessee/Tenant (Contact Person:
	Phone:	

2. GENERAL INFORMATION

For purposes of this Exhibit, the term "Lessor" means the Lessor, Lessor's employees and/or the Lessor's Contractor(s). The term "Lessee" means the tenant state agency.

3. SPECIFIC INFORMATION

Equipment and Cleaning Supplies: The Department of Ecology and the Department of Enterprise Services have partnered to promote the purchase and use of environmentally safe products in state-occupied facilities. In doing so, we will help protect and restore bio-diversity and ecosystem integrity to provide a sustainable environment for the State of Washington. In order to promote these principles of sustainability, the State of Washington requires that all cleaning products used within state occupied facilities shall, when feasible, be environmentally safe, biodegradable, and be low-VOC (Volatile Organic Compounds). Our goal is 100% use of "green" products as defined by Green Seal's GS-37 and GS-40 standards (see website listing at end of exhibit.).

<u>Air Quality:</u> Because indoor air quality protection is a concern for agencies, all vacuum cleaners will be of a type that can remove 99.97% of harmful particles, including dust, mold spores, and most microscopic respiratory irritants and allergens down to 1 micron. If disposable vacuum bags are used, they must be replaced in accordance with the manufacturer's directions once filled and cannot be re-used. All vacuums must meet or exceed the following requirements: 12 amp motors; a suction of 85 inches; and airflow of 100 cfm.

4. LESSEE RESPONSIBILITIES:

<u>Janitorial Specification Schedule:</u> The Lessee will reproduce a copy of the Janitorial Specification Sheets for each month of the year; post the current month's sheets in a conspicuous location; verify that janitorial services are performed as scheduled; rate services at the end of each month as either (S) Satisfactory or (U) Un-satisfactory; and contact the Lessor (or vendor personnel) to discuss any deficiencies and actions necessary to correct any deficiencies. A written memo documenting the date of discussion, names of individuals involved, and specific concerns discussed should be attached to the Janitorial Specifications for the month concerned.

Effective Date: January 1, 2006 J-1

<u>Janitorial Supplies:</u> When the lease specifies that the Lessee will provide any janitorial supplies, and unless otherwise specified in the lease, the Lessee, where feasible, will provide environmentally safe and biodegradable janitorial supplies. The Lessee will provide Material Safety Data Sheets (MSDS) to the Lessor for all janitorial supplies provided by the Lessee. The Lessor shall provide a secure storage area on the premises to secure any janitorial supplies furnished by the Lessee. No janitorial supplies furnished by the Lessee will be removed from the premises or used for any purpose but janitorial services provided to the premises.

<u>Housekeeping</u>: The Lessee will follow good housekeeping practices, including proper disposal of open food and drink, toner cartridges, and any other items that may attract pests, damage Lessor's property, or threaten health.

<u>Recycling</u>: Where recycling programs are in effect, Lessee will properly separate recycling material from trash and use the appropriate receptacles for disposal.

TO BE USED ONLY WHEN THE LESSEE PROVIDES LIGHT TUBES/BULBS: When the Lessee provides light bulbs/tubes under the terms of the lease, the Lessee will establish a lighting recycling program for spent lighting. The Office of State Procurement has a statewide convenience recycling contract for use by state agencies.

5. LESSOR RESPONSIBILITIES:

<u>Janitorial Specification Schedule</u>: Lessors are expected to adhere to the Janitorial Specification schedule as shown; but Lessors, with the concurrence of assigned Lessee personnel, may alter the performance schedule as long as the required performances are maintained. Lessors should also converse, on a monthly basis, with Lessee to ensure that the agency is satisfied with the service level.

<u>Recycling and Disposal:</u> The Lessor will establish a recycling program for spent lighting identified under Washington Administrative Code 173-303-573 (such as fluorescent tubes). The Lessor will properly dispose of all hazardous waste (such as certain lamp ballasts.)

<u>Safety and Health:</u> Lessor shall comply with any and all Federal, State and Local Laws, codes, ordinances or rules that apply to janitorial cleaning service operations and to health and safety in the workplace. This includes compliance with Prevailing Wage rules and environmental requirements of any appropriate jurisdiction. Safe and healthful practices shall be followed in performance of all work.

<u>Energy and Utilities:</u> The Lessor will require that unnecessary lights will be turned off except in areas where janitorial work is in progress and will be turned off upon completion of work. Safety lighting and code requirements may dictate that certain lighting be on at all times. To conserve energy, exterior doors and windows will not be opened unless necessary to perform janitorial work. Water supplies will be turned off except when needed and will not be left running unattended. Doors and windows will be closed and locked prior to janitorial staff departing the premises.

Hours of Work: Janitor services, except exterior work and work done on Saturdays, Sundays, and Holidays, shall be performed to completion <u>only</u> between the hours of 5:30 P.M. and 6 A.M. unless otherwise specified in writing between the Lessor and the Lessee, or, if circumstances warrant a temporary change, unless pre-approved by the designated Lessee contact(s). If normal scheduled services fall on a holiday, the services will be performed the following work night. On request, a responsible representative of the Lessor shall make himself/herself available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.

Tools, equipment and supplies: Unless otherwise provided in the lease, the Lessor shall supply all necessary tools, equipment, and waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies for the provision of janitorial services. Equipment must be professional/commercial grade and materials shall be first quality, shall give good service and shall give results satisfactory to the Lessee. The State encourages janitorial services to use micro fiber cleaning cloths, dust mops and wet mops. These tools often provide added cleaning power, collecting dirt and dust rather than just pushing it around. They can be washed and reused many times and reduce cleaning time. Micro fiber may also pick up bacteria where larger fibers cannot.

The Lessor will supply current Material Safety Data Sheets (MSDS) for all janitorial supplies supplied by the Lessor. An MSDS will be provided before each new product is introduced. At lease inception and at least annually thereafter, the Lessor will provide the Lessee an updated set of MSDS sheets used by janitorial staff. Where feasible, all cleaning supplies used within state facilities shall be environmentally safe. Only environmentally safe, biodegradable and low-VOC cleaning supplies approved by the Lessee shall be used.

The State strongly recommends that the total number of cleaning supplies/chemicals be restricted to as few products as possible. The State, for example, requires hot water extraction methods for cleaning carpets, provided this method will not void warranties. Many environmentally safe products are suitable for a number of different cleaning needs. A smaller number of chemicals reduces the possibility of workers being exposed by possible harmful interactions of different chemicals, reduces the amount of chemical inventory on site, simplifies training of janitorial workers, and simplifies purchasing of janitorial supplies.

The Lessor will maintain neat and clean janitorial closets. This improves safety, makes inventory easier, helps eliminate old products no longer used and reduces the chances of unsafe product interactions.

All janitorial cleaning supplies and/or chemicals to be used and/or stored on the premises must be preapproved for use by the Lessee's designated contact.

<u>Lessee Information and Equipment</u>: The Lessor shall prohibit janitorial service providers from moving and reading papers on desks, opening desk drawers and cabinets, and using telephones and office equipment provided for official business. The Lessor shall prohibit children and non-employees from being on the premises during the time janitorial services are being performed.

Security: Refer to "Security" in lease, if applicable.

<u>Lessor Performance</u>: All work is to be performed completely and in a professional manner to the satisfaction of the Lessee. The Lessor will perform janitorial services in accordance with the specifications in the charts below. The Lessor will provide performance report forms at least monthly for the Lessee to complete. Lessee will provide Lessor a copy of completed reports.

6. <u>CONFLICTS:</u>

The Lessee and the Lessor should contact each other as soon as possible when janitorial service issues arise and jointly agree on resolutions. If janitorial services issues cannot be resolved, the Lessor and/or the Lessee should contact the Department of Enterprise Services's office of Real Estate Services.

7. **HELPFUL RESOURCES**:

WA Governor's Executive Order 20-01: <u>Sustainable Practices by State Agencies https://www.governor.wa.gov/sites/default/files/exe_order/20-01%20SEEP%20Executive%20Order%20%28tmp%29.pdf</u>

WA Department of Enterprise Services' <u>The Environmentally Preferable Purchasing References:</u> https://des.wa.gov/services/contracting-purchasing/policies-training/resources/environmentally-preferred-purchasing

WA Department of Ecology Buying Green sustainable purchasing for state agencies https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Green-purchasing/Green-products

US Environmental Protection Agency's <u>Guidance on Environmentally Preferable Purchasing https://www.epa.gov/greenerproducts/buying-green-federal-purchasers</u>

National Association of State Procurement Officials Green Purchasing Guide https://www.naspo.org/green-purchasing-guide/

Exhibit J: Janitorial Specifications

Day(s) or month(s)	Maximum	Performance
job to be performed	performance	rating:
	allowed	Satisfactory/
		Unsatisfactory

Month of:

		1		
Spot vacuum all carpeted areas and rugs.	1. Daily, as needed	5 X WEEK	S	U
2. Spot dust mop all uncarpeted floors.	2. Daily, as needed	5 X WEEK	S	U
3. Detail Vacuum or dust mop all uncarpeted floors.	3. Per Schedule			
Vacuuming is to be done using appropriate floor tool.				
If dust mopping, use clean, treated dust mop or				
untreated micro fiber mop.				
A. Reception, entrance, lobby areas	Per Schedule	5 X WEEK	S	U
B. General office area	Per Schedule	3 X WEEK	S	U
C. Lunchroom/coffee room area.	Per Schedule	3 X WEEK	S	Ū
D. Restroom areas See specification #19				
E. Supply/mailroom area	Per Schedule	1 X WEEK	S	U
F. Stairway/	Per Schedule	1 X WEEK	S	U
G. Hall area	Daily as needed	5 X WEEK	S	U
G. Other	To Be Determined	TBD		
4. Detail vacuum all carpeted areas and rugs	4.			
A. Reception, entrance, lobby areas	Per Schedule	3 X WEEK	S	U
B. General office area	Per Schedule	1-2 X WEEK	S	U
C. Lunchroom/coffee room area	Per Schedule	5 X WEEK	S	U
D. Supply/mailroom area	Per Schedule	1 X WEEK	S	U
E. Stairway/hall area	Per Schedule	2 X WEEK	S	U
F. Other	To Be Determined	TBD		
5. Strip, seal and wax all tiled floors	5. Annually	1 X YEAR		
A. Reception, entrance, lobby areas	Per Schedule	Or more	S	U
B. General office area	Per Schedule	often, as	S	U
C. Lunchroom/coffee room area	Per Schedule	needed,	S	U
D. Restroom areas (employee/public)	Per Schedule	based on	S	U
E. Supply/mailroom area	Per Schedule	performance	S	U
F. Stairway/hall area	Per Schedule	ratings.	S	U
G. Other	To Be Determined	TBD	S	U
6. Machine scrub and top coat tiled floors	6. Per Schedule	2 X YEAR	S	U
A. Reception, entrance, lobby areas	Per Schedule	2 X YEAR	S	U
B. General office area	Per Schedule	2 X YEAR	S	U
C. Lunchroom/coffee room area	Per Schedule	2 X YEAR	S	U
D. Restroom areas (employee/public)	Per Schedule	2 X YEAR	S	U
E. Supply/mailroom area	Per Schedule	2 X YEAR	S	U
F. Stairway/hall area	Per Schedule	1 X YEAR	S	U
G. Other	To Be Determined	TBD	S	U

Exhibit J: Janitorial Specifications

Day(s) or month(s)	Maximum	Performance
job to be performed	performance	rating:
	allowed	Satisfactory/
		Unsatisfactory

Month of:

7. Maintain elevator floors using procedures for tile or carpeted floors as applicable.	7. As Above	As Above	S	U
Clean door grooves in elevators	Per Schedule	1X MONTH	S	U
8. Spot vacuum and/or wet mop carpet or rubber mats and runners	8. Daily as needed	5 X Week	S	U
9. Spot damp mop all tiled floors	9. Daily, as needed	5 X WEEK	S	U
10. Mop tiled floors A. Reception, entrance, lobby areas B. General office area C. Lunchroom/coffee room area D. Supply/mailroom area E. Stairway/hall area F. Other	10. Per Schedule Per Schedule Per Schedule Per Schedule Per Schedule To Be Determined	2 X WEEK 1 X WEEK 2 X WEEK 1 X WEEK 1 X WEEK TBD	S S S S S	U U U U U
11. Dust all cleared horizontal surfaces within reach (Contractor to provide Lessee with a schedule of areas to be detail dusted)	11. Per Schedule	1 X WEEK	S	U
12. Dust all high ledges, including picture frames that require a ladder to reach	12. Per Schedule	4 X YEAR	S	U
13. Spot clean finger marks, smudges, etc. from glass doors, glass partitions, wooden/metal doors, trim, light switches, walls, woodwork, etc.	13. Daily as needed	5 X WEEK	S	U
14. Vacuum cloth-covered chairs and couches.	14. Per Schedule	2 X YEAR	S	U
15. Clean all plastic or vinyl covered furniture such as chairs and couches.	15. Per Schedule	2 X YEAR	S	U
16. Dust both horizontal and vertical Venetian blinds.	16. Per Schedule	2 X YEAR	S	U
17. Dust/clean all light fixtures and ceiling vents.	17. Per Schedule	1 X YEAR	S	U
18. Empty all waste receptacles and deposit in outside garbage cans/bins.	18. Daily	5 X WEEK	S	U
19. Empty recycling containers (if tenant has program)	19. Per Schedule	1 X WEEK	S	U

Exhibit J: Janitorial Specifications

Day(s) or month(s)	Maximum	Performance
job to be performed	performance	rating:
	allowed	Satisfactory/
		Unsatisfactory

Month of:

20 D				
 20. Restrooms: Clean/disinfect all toilet bowls & urinals. Clean/wash basins and attached fixtures. Clean all mirrors. Sweep, damp mop & disinfect all restroom floors. Detail clean sinks, urinals and toilets using control chemicals Wash and disinfect toilet partition walls Wash and disinfect restroom walls Fill all toilet paper receptacles, paper towel receptacles, soap dispensers, etc. 	Daily Daily Daily Daily Per Schedule Per Schedule Per Schedule Paily	5 X WEEK 5 X WEEK 5 X WEEK 5 X WEEK 1 X WEEK 1X MONTH 2 X YEAR 5 X WEEK	s s s s s s s s	U U U U U U
Miscellaneous Job Performances 21. Clean drinking fountains. 22. Clean outer surfaces of vending machines. 23. Wash interior side of windows. 24. Wash exterior side of windows. 25. Clean lunchroom counter tops and table tops. 26. Clean and disinfect inside and outside of all waste receptacles, including restroom receptacles. 27. Replace light bulbs including outside fixtures and fluorescent tubes.* (Recycle spent lighting.) 28. Vacuum/clean cloth/vinyl partitions. 29. Secure/lock doors and gates 30. Clean carpet at least once per year using hot water extraction methods, unless this method will void warranties. Apply water and stain retardant as recommended by the manufacturer. To be scheduled with Lessee's Designated representative	21. Daily 22. Per Schedule 23. Per Schedule 24. Per Schedule 25. Daily 26. Per Schedule 27. As Needed 28. Per Schedule 29. Daily 30. Per Schedule	5 X WEEK 1X MONTH 2 X YEAR 2 X YEAR 5 X WEEK 2 X YEAR AS NEEDED 1 X YEAR AS NEEDED 1 X YEAR		U U U U U U U
Exterior Job Performances 31. Sweep all outside entrances, stairs and walkways. 32. Police outside entrances, stairs, walkways to remove debris, picking up litter and debris within a 10-foot radius of the building.	31. Daily 32.Daily	1 X WEEK 5 X WEEK	S S	U U
33. Remove ice and snow from walkways and building entrances. *Fluorescent tubes must be disposed of as a dangerous waste per WAC 173-303-573. For further information on disposal contact the Department of Ecology.	33. As needed		S	U



STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501 PO Box 41468, Olympia, WA 98504-1468

November 8th, 2022

City of Wenatchee 301 Yakima Street Wenatchee, Washington 98801

SUBJECT:

Letter of Intent, Project No. 22-04-115, 301 Yakima Street, Wenatchee, Office of the

Attorney General

Dear Aaron:

City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as the Apparent Successful Proposer (ASP), has proposed to provide the above premises for the Office of the Attorney General (ATG) to lease. As we have previously notified you, your company was selected as the ASP. The purpose of this letter is to enter an initial binding agreement between the ASP and ATG, acting through the Department of Enterprise Services (DES) (hereafter collectively the State) in furtherance of negotiating such a lease.

According to the terms set forth below, this agreement commits (1) both parties to act in good faith (as explained below) to negotiate the lease and (2) ASP to pay prevailing wage for all work done on this project, and to provide an assumption of risk, a release, and an indemnification to the State for work and other activities ASP performs or has performed during the Interim Period as defined below.

Section 1. Terms and Condition of this Agreement.

- 1. Agreement to negotiate a lease for the premises. During the term of this agreement, the parties agree to act in good faith to negotiate a Lease under the Preliminary Terms and Conditions of the Lease set forth in section 2 below. However, a party may for one or more good faith reasons: (i) seek to modify, delete, or supplement the Preliminary Terms and Conditions of the Lease during lease negotiations; and (ii) withdraw from this agreement and terminate negotiations, if such withdrawal is for one or more good faith reasons and meets the notice and meet and confer condition.
- 2. Notice and Meet and Confer Condition. No withdrawal shall be effective unless written notice is given to the other party at least 21 days before the withdrawal takes effect and such notice states one or more good faith reasons. Further, such withdrawal shall not be effective unless the

City of Wenatchee November 8, 2022 Page 2

withdrawing party agrees to meet and confer with the non-withdrawing party on at least two separate days in effort to address the good faith reason(s) for withdrawal, unless the parties agree in writing to waive such meetings.

- 3. Definition of "good faith reason." A good faith reason is one based on a material change in circumstances (including a material change that may require a change to a preliminary term or condition), material new information (including a new proposal to provide space from any entity), material new analysis of existing or new information, or discovery of material existing information or of the significance of such information or analysis.
- 4. Effective date of this agreement. This agreement shall be effective commencing on the date that ASP countersigns.
- 5. Term of this Agreement. This agreement shall be effective until either party withdraws or a lease takes effect that is negotiated pursuant to this agreement. The period during which this agreement is effective shall be referred to herein as the "Interim Period."
- 6. ASP's Obligation To Pay Prevailing Wages. During the Interim Period, if any work is performed, ASP shall pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this project as those terms are defined under Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. ASP shall apply the schedule of prevailing wage rates as provided under such laws for the locality or localities where this project will be performed. The prevailing rate of wage shall be paid to workers on the project for all work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the state causes to be performed by a private party through a contract to lease when required by 39.12 RCW and the Department of Labor and Industries.
- 7. Pre-lease Work and Activities---Assumption of Risk and Release. ASP is discouraged from undertaking, and nothing herein nor any oral or written communication shall be construed to condone, encourage, or otherwise authorize, any work, vacation of the Premises, demolition, operation systems, construction drawings, or any other related activity, during the Interim Period or prior to the State executing a contract to lease. In the ASP undertakes any work, vacation of the Premises, demolition, operation systems, construction drawings, or any other related activity broadly understood, during the Interim Period or otherwise prior to execution of a lease, ASP acknowledges that such is not authorized by the State, or provided for under this Agreement. ASP agrees to assume all related risk of any kind whatsoever, and shall be solely responsible for any and all related cost and expense. ASP releases the State from any and all expenses, costs, or liability associated with any Work, vacation of the Premises, demolition, operation systems, construction drawings, or any other related activity, that ASP, its agents, contractors and or subcontractors (of any tier) perform during the Interim Period. ASP shall require all contractors and subcontractors of any tier to make such a release, and shall hold harmless and indemnify the State to the extent State is subjected to any claim or incurs any damages related to ASPs breach of the duty to include such release in all such contracts.
- 8. Pre-lease Work and Activities---Indemnification. ASP shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity

City of Wenatchee November 8, 2022 Page 3

> arising in whole or in part from any work, vacation of the Premises, demolition, operation systems, construction drawings, or any other related activity broadly understood, during the Interim Period, done by ASP or ASP's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom ASP may be legally liable; provided that nothing herein shall require ASP to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the State, its agents, officers, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the State may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) ASP or ASP's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom ASP is legally liable, and (b) the State, its agents, officers, employees, contractors, subcontractors and or vendors, of any tier, or any other persons for whom the State may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of ASP's negligence or the negligence of ASP's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom ASP may be legally liable. This provision shall be included in any agreement between ASP and any contractor, subcontractor and vendor, of any tier for any work or other activities as described above during the Interim Period.

Section 2. Preliminary Terms And Conditions.

<u>Premises</u> – Approximately 4,511 square feet of Building Owners and Managers Association (BOMA) usable office space located at 301 Yakima Street, Wenatchee, together with 2 (two) exclusive, on-site parking spaces. The final area of the Premises shall be equal to the actual area occupied by the State as indicated by plans and specifications approved by the State. The measurement of said area shall be in accordance with the method for measuring floor area of office buildings as approved by BOMA standards.

Rent – The rent shall be calculated at \$25.00 per square foot per annum for the first five years and \$26.75 per square foot per annum for the second five years. Final rent shall be based on the area occupied as determined by final plans and specifications of the Premises as described above.

The current proposal indicates the Premises will be approximately 4,511 BOMA usable square feet. Therefore, the rent will not exceed \$112,775.00 per annum or \$9,397.92 per month for the first five years and will not exceed \$120,669.25 per annum or \$10,055.77 per month for the second five years.

<u>Term</u> – The lease shall be for a term of ten (10) years, with an option to renew for one or more consecutive five (5) year_periods, with renewal terms, conditions and rental rate to be either negotiated at the time of renewal or as agreed upon by the parties in this lease.

<u>Lease Commencement</u> – The lease commencement date will be June 1, 2023, or earlier. Lessor shall provide beneficial occupancy commencing on May 15, 2023; <u>provided, however, that the lease shall not commence and the State shall not commence occupancy until it has accepted the building and site improvements provided by ASP.</u>

<u>Expenses</u> –ASP shall pay the cost of water, sewer, garbage, property taxes and assessments, fire protection, elevator (including elevator phone service), natural gas, electricity, janitorial service and

City of Wenatchee November 8, 2022 Page 4

restroom supplies, light bulbs and fluorescent tubes, storm water and building insurance and landscape and irrigation water. Janitorial service shall include interior and exterior window washing, restroom supplies, light bulb replacement and such other items listed in Exhibit J to the standard lease. ASP shall pay for and provide maintenance as described in the Maintenance and Repair provision of the State's standard lease form (copy enclosed).

<u>Lease Document</u> – Lease documents shall be provided by the State using the State's standard lease form as referenced above. Lease language shall be adapted, as deemed applicable by DES to reflect the terms and conditions of final term and conditions. All documents are subject to review and approval "as to form" by the Office of the Attorney General and signature approval by the State. <u>All documents are subject to review by the City Attorney and approved by the City Council.</u>

<u>Tenant Improvements</u> – Upon receipt of confirmation of proposed terms and conditions, the State shall develop plans and specifications, for alterations and improvements of the proposed space. Once completed and approved by the DES's Manager, these plans and specifications will be forwarded to you for review and determination of costs, including those costs for meeting the Leased Space Requirements, Edition 1.0 and the New Space Addendum, Edition 1.0. These costs are to appear on the Construction Project Cost Proposal (previously called Bid Cost Breakdown) Sheet, which is included in New Space Addendum. The State reserves the sole right to approve final layout and working drawings.

ASP shall provide, at its sole cost and expense, all building and site improvements necessary to complete the approved plans and specifications. ASP shall strictly adhere to the Leased Space Requirements unless, and only to the extent specifically waived in advance in writing by the State. <u>ASP shall be</u> reimbursed by the State for all building and site improvement expenses that exceed \$20,000.00 (Twenty thousand dollars and no cents).

In the event the State desires Additional Improvements, and agreement has been reached regarding the cost of such Additional Improvements, such agreement must be in writing and contained in the final lease document or shall not be binding. ASP will be reimbursed by the State for Additional Improvements upon completion of all Tenant Improvements to the State's satisfaction and sign-off, including all construction punch list items. This reimbursement will be payable in cash subject to issuance of a final Authority to Pay by the State. The final Lease document will include language to reflect terms of this reimbursement if any.

<u>Prevailing Wage</u> – The lease shall provide that ASP shall pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this project 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 project will be performed, as determined by the Industrial Statistician of the Department of Labor and Industries.

City of Wenatchee November 8, 2022 Page 5

The undersigned acknowledges it has authority to sign on behalf of the entity it represents.

APPROVED	<u>APPROVED</u>
City of Wenatchee By: Multure	STATE OF WASHINGTON Office of the Attorney General
Printed Name: Frank J. Kuntz	Acting through the Department of Enterprise Services
Title: Mayor	Richard Bushnell
Date: 19/8/22	Richard J. Bushnell, Deputy Assistant Director Real Estate Services
	Date:12/9/2022

cc: Industrial Statistician, L&I, MS: 44540 Amy Pappajohn, Leasing Agent, RES Robert Soderstrom, Architect, RES

Karen Cowan, Director, Facilities, Safety & General Services, ATG



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor

City Council

FROM: Ryan Harmon, Project Engineer

Public Works Department

MEETING DATE: April 27, 2023

I. SUBJECT

City Project No. 2201.2 – South End Bike/Ped Access Bridges Authorization to Negotiate and Execute Consultant Agreement

II. ACTION REQUESTED

Motion requested for the City Council to authorize the Mayor to negotiate with Exeltech Consulting, Inc. for design services on the South End Bike/Ped Access Bridges (Project No. 2201.2) and further, pending WSDOT concurrence, authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

The South End Bike/Ped Access Bridges project was included in the network of projects completing an 11-mile loop that serves as the backbone for highway, transit, and active modes of transportation in the Wenatchee Valley known as the Apple Capital Loop. The City of Wenatchee and its partners successfully submitted an Infrastructure for Rebuilding America ("INFRA") grant application for the completion of the Apple Capital Loop.

The project goals include the following:

- Provide continuous east-west cycling and walking route on a dedicated right of way separate from vehicle traffic;
- Remove the existing railroad barrier that limits access by the residents in the South Wenatchee neighborhoods;
- Construct an overcrossing of SR 28 on the east side of the Columbia River to increase safety and accessibility to vital services, shopping and employment opportunities.

This project includes the construction of grade-separated shared use path crossings of SR 28 in East Wenatchee and BNSF right-of-way (ROW) in Wenatchee near the existing Loop Trail pipeline bridge.

The new pedestrian bridge on the Wenatchee side of the river (west bridge) will connect to the elevated end of the existing bridge, cross over the BNSF railroad to the west, and descend to street grade via ramp or spiral structure. A secondary elevated, pier-supported access

ramp or spiral structure will spur of the north side of the new west bridge somewhere between the BNSF railroad ROW and existing bridge.

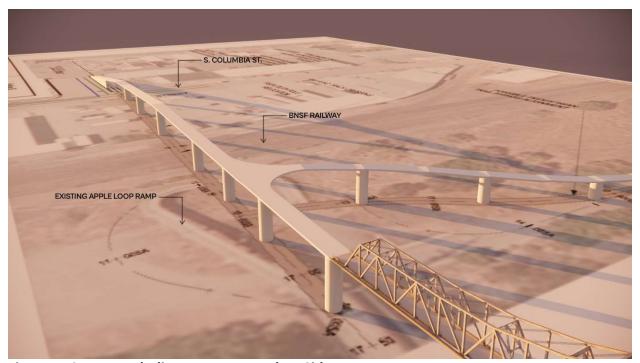


Figure 1: Conceptual Alignment, Wenatchee Side Credit: Exeltech Consulting, Inc.

The new pedestrian bridge on the East Wenatchee side of the river (east bridge) will begin at grade near the existing bridge, climb in elevation via a pier-supported elevated ramp or spiral structure, cross over State Route 28 in the east-west direction, and then descend via a pier-supported elevated ramp or spiral structure near 9th Street NE.



Figure 2: Conceptual Alignment, East Wenatchee Side Credit: Exeltech Consulting, Inc.

A request for proposals was issued January 5, 2023 and three proposals were received on February 7, 2023. City staff, along with City of East Wenatchee staff, determined Exeltech Consulting, Inc. to be the most qualified based on the proposals submitted and interviews completed, to perform engineering services for this project.

In order to facilitate this project staff recommends executing an initial agreement to complete all alternative analysis, environmental permitting, stakeholder coordination and preliminary design which will be crucial in establishing the full project footprint. At the conclusion of this agreement, it is intended that the City would complete a supplemental agreement with the consultant to complete final design documents.

The selection process was conducted in accordance with Chapter 39.80 RCW – Contracts for Architectural and Engineering Services.

IV. FISCAL IMPACT

This project falls within the Apple Capital Loop budget (Project No. 2201) that was approved by the City Council on November 17, 2022. The amount of this initial agreement is expected to be around \$750,000 with an anticipated supplement for final design in the range of \$250,000.

V. PROPOSED PROJECT SCHEDULE

This project is scheduled for construction approval in September 2024 with actual construction activities beginning in Spring 2025 and continuing through Fall 2026.

Agenda Report to Mayor and City Council April 27, 2023 Page 4

Preliminary Engineering and alternative analysis will begin in earnest following WSDOT approval of this agreement.

VI. <u>REFERENCE(S)</u>

1. Approved Project Budget

VII. <u>ADMINISTRATIVE ROUTING</u>

Rob Jammerman, Public Works Director
Jake Lewing, City Engineer
Jacob Huylar, Engineering Services Manager
Natalie Thresher, Financial Analyst
Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director



Capital Project Budget

Date:	September 1, 2022		Project Num	2201		
Project Name:	Apple Capital Loop: Seg	ments 1B, 2A, 2C	Dept/Category:	Public \	Works - Streets Project	
Project Description:	Design, Right-of-Way acquisition and construction of the McKittrick St. underpass and extension, Confluence Parkway South, and the South End Bike/Ped Access segments of the Apple Capital Loop project identified in the INFRA grant application.					
Project Lead: Assigned Departmen Original Project Budg Budget Amendment:	get:	Owen/Jammerman Public Works \$102,611,956 \$107,961,858	Start Year: End Year: Total City Fu Other Fundi	U	2022 2027 \$13,874,854 \$94,087,004	

Project Notes:

Federal funding agreement and Local Agency Agreement for advance construction not yet executed. 2022 expenses ineligible for reimbursement prior to LAA execution. Total city funding includes original INFRA shortage plus PWTF loan amount.

	Original	Amended	Prior		ESTIMATES		
Project Expenditures by Category	Budget Budget Years Spent		2023	2024	2025+	Project Total	
Design Engineering			395,000	6,456,060	7,413,320	1,141,350	15,405,730
Right of Way Acquisition				652,200	9,375,434	2,604,006	12,631,640
Construction Contract				-	4,532,790	75,391,698	79,924,488
Construction Engineering				-			
Art Fund							
Total Project Expenditures			395,000	7,108,260	21,321,544	79,137,054	107,961,858

		Original	Amandad	Duinu	ESTIMATES			
Project Revenues by C	ategory	Original Budget	Amended Budget	Prior Years	2023 2024 2025+		Project Total	
Fund:	109 - Arterial Streets	10,199,952	9,699,952	395,000			9,304,952	9,699,952
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
INFRA		92,412,004	92,412,004		7,108,260	19,321,544	65,982,200	92,412,004
PWTF			4,174,902			2,000,000	2,174,902	4,174,902
BNSF			1,000,000				1,000,000	1,000,000
East Wenatch	nee		675,000				675,000	675,000
Total Project Revenue	s	102,611,956	107,961,858	395,000	7,108,260	21,321,544	79,137,054	107,961,858

Approved by City Council:	11/17/2022
	Data



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor

City Council

FROM: Jeremy Hoover, P.E., Senior Engineer - Utilities

Public Works Department

MEETING DATE: April 27th, 2023

I. SUBJECT

Authorization to Negotiate Design Engineering Services with TD&H Engineering Crawford Avenue Water Main Replacement - Project No. 2202

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with TD&H Engineering, Inc. for design services for the Crawford Avenue Water Main Replacement - Project No. 2202 and further authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

The existing 14-inch, steel water main was constructed during the 1950's and has reached the end of its useful life. This pipeline connects the 4MG Okanogan reservoir to the 1 MG Skyline reservoir and upper pressure zone via the Crawford booster station at the corner of Crawford and Okanogan. The project will replace approximately 2,700 lineal feet of 14-inch, steel water main with new 16- inch, ductile iron pipe in Crawford Ave. between Miller Street and Okanogan Avenue. This will include a directional bore to cross beneath the Irrigation canal within a new steel casing. The project is identified as watermain replacement projects W12 and W13 in the City of Wenatchee 2018 Comprehensive Water System Plan Volume 1.

City staff issued a Request for Qualifications in March, 2023. Five submittals were received and, upon completion of a selection matrix, it was determined that TD&H Engineering was best qualified to perform engineering services for this project. Selection criteria included qualifications of key personnel, ability to complete projects on time and within established budgets, current workload and availability, past projects and references as well as experience with Washington State Department of Health State Revolving Fund procedures and limitations.

IV. FISCAL IMPACT

The project is funded, in part, through the State Department of Health (DOH) Drinking Water State Revolving Fund (DWSRF). Additional funding for this project will be from Fund 401 Water. The project is in the adopted 2023 Capital Improvement Facility Plan.

V. PROPOSED PROJECT SCHEDULE

Design duration is anticipated to be 6 to 8 months. Construction is anticipated to begin in the spring / summer of 2025.

VI. REFERENCE(S)

2018 Comprehensive Water System Plan Vol. 1 Project Budget Sheet Agenda Report dated April 14, 2022 DWSRF Loan Contract PCL27077 Consultant DRAFT scope & fee

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Rob Jammerman, Public Works Director
Jessica Shaw, Deputy Public Works Director-Utilities
Brad Posenjak, Finance Director
Jake Lewing, City Engineer
Natalie Thresher, Financial Analyst



Capital Project Budget

Date:	September 1, 2022	Project Number:	2202

Project Name: Crawford Avenue Water Main Replacement Dept/Category: Public Works - Water

Project Description:

This project will replace the existing 1950-era steel water main in Crawford Avenue between Miller Street and Okanogan Avenue.

Project Lead:		Start Year:	2022
Assigned Department:	Public Works	End Year:	2024
Original Project Budget:	\$1,170,500	Total City Funding:	\$991,700
Budget Amendment:	\$62,940	Other Funding:	\$241,740

Project Notes:

The "Original Budget" is based on the adopted 2022 City Budget. The City Council accepted a Drinking Water State Revolving Fund (DWSRF) loan from the Department of Health on April 14, 2022. The loan is intended to fund pre-construction activities (design engineering); the city may apply for a separate loan through the Department of Health to fund construction of the improvements.

	Original	ginal Amended dget Budget	Prior	ESTIMATES			
Project Expenditures by Category	Budget		Years Spent	2023	2024	2025+	Project Total
Design Engineering	178,800	58,200	15,000	222,000			237,000
Right of Way Acquisition							
Construction Contract	894,000				894,000		894,000
Construction Engineering	89,400				89,400		89,400
Loan Fee		4,740	4,740				4,740
Art Fund	8,300				8,300		8,300
Total Project Expenditures	1,170,500	62,940	19,740	222,000	991,700		1,233,440

			Amended Prior	ESTIMATES				
Project Revenues by C	Category	Original Budget	Budget	Years	2023	2023 2024 2025+		Project Total
Fund:	401 - Water Utility	1,170,500	(178,800)			991,700		991,700
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
DWSRF Loan - PCL270	077		241,740	19,740	222,000			241,740
Total Project Revenue	es	1,170,500	62,940	19,740	222,000	991,700		1,233,440

Approved by City Council: 11/17/2022



CITY COUNCIL AGENDA REPORT

TO:

Frank Kuntz, Mayor

City Council

FROM:

Darci Mattioda, Utility Planner

Public Works Department

MEETING DATE: April 14, 2022

I. SUBJECT

Department of Health Drinking Water State Revolving Fund (DWSRF) construction loan contract.

II. ACTION REQUESTED

Motion requested for the City Council approve the Department of Health (DOH) contract PCL27077 Application ID 2021-3986 for Drinking Water State Revolving Fund (DWSRF) Loan for the City's project number PN 2202 Crawford Main Replacement Project and adopt this project into 2022 Budget and the 2022- 2027 Capital Facilities Plan.

III. OVERVIEW

As part of the Public Works ongoing efforts to replace the old city water mains staff applied for a DWSRF pre-construction Loan through the Department of Health. The loan contract is for planning efforts to design the replacement of the 14 inch steel main that has reached the end of its useful life. The replacement will be between Miller Street and Okanagan Avenue for approximately 2,700 lineal feet of pipe.

IV. FISCAL IMPACT

The DWSRF loan contract has the following terms:

Award amount \$ 241,740

Loan /fee: \$ 4,740

Standard Interest Rate: \$ 0%

Loan Terms: 10 years, paid annually in October

This project was adopted as part of the 2022 Budget and the 2022- 2027 Capital Facilities Plan by council on 11/18/2021. Approval of the proposed water rate increases will fund the repayment of these loans.

V. PROPOSED PROJECT SCHEDULE

Work will proceed upon approval of the loan contract number PCL27077and will be complete within 48 months.

VI. <u>REFERENCE(S)</u>

1. Washington State Department letter dated March 31, 2022

- 2. Washington State Department of Health DWSRF Municipal Pre Construction Loan Boilerplate contract
- 3. Capital Project Budget Sheet
- 4. Preliminary Engineering Estimate

VII. <u>ADMINISTRATIVE ROUTING</u>

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Anna Carr, Administrative Assistant

March 31, 2022

City of Wenatchee
Darci Mattioda, Utility Planner
1350 McKittrick Street, Suite A
Wenatchee, WA 98801
DMattioda@WenatcheeWA.Gov



RE:

Loan Contract Number: PCL27077

Dear Darci Mattioda:

Enclosed is the Drinking Water State Revolving Fund Pre Construction Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

You may sign electronically by following the instructions of the email. Note, if you're not the authorized signer do not forward, click on the delegated button in the email. Once signed the document will be sent back to DOH automatically. If you prefer, print and sign a hard copy, scan and return by email to dohcon.mgmt@doh.wa.gov or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable two-percent loan administration fee will be collected at contract execution, including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Brittany Cody-Pinkney DOH Contract Manager 360-236-3047 Brittany.Cody-Pinkney@DOH.WA.GOV

Enclosures:

ATTACHMENT I: SCOPE OF WORK

ATTACHMENT I: ATTORNEY'S CERTIFICATION

ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

1. CONTRACT FACE SHEET

2021-3986 Pre-Construction Loan Number: PCL27077 Washington State Department of Health (DOH) Drinking Water State Revolving Fund (DWSRF) Municipal

1. Borrower		2. Borrower Doing Busin	ess As (optional)		
City of W	/enatchee < Street Suite A		oo no tophonai		
Wenatchee	, WA 98801				
3. Borrower Type Pre-Construction Loan		4. Borrower's Statutory Authority			
5. Borrower Contract Manag	. Borrower Contract Manager Information		7		
Contact Name	Phone # 509.888.3287	6. DOH Contract Manager Brittany Cody-Pinkney	Phone # 360.236.3047		
Darci Mattoida, Utility Planner	Email DMattioda@WenatcheeWA.Gov	P.O. Box 47822 Olympia, WA 98504-7822	Email Brittany.Cody- Pinkney@DOH.WA.GOV		
7. Project Name Crawford Ma	ain Replacement W12 and W13	3			
8. Loan Amount	9. Funding Source	10. Start Date	11. End Date		
Amount: \$241,740.00	Federal: ☐ State: ⊠	DOE	10/1/2032		
Loan Fee: \$4,740.00	Other:				
Interest Rate: 0%		<u> </u>			
Catalogue of Federal Ass	Environmental Protection Age sistance (CFDA) Number 66.4	ency			
Outdiogue of Federal Ass	sistance (CFDA) Number 66.40	00			
13. Borrower Tax ID #	14. Borrower	15. Borrower UBI #	16. Borrower DUNS #		
94-350320	Statewide Vendor#	048-000-043	075746545		
	SWV0007721-00				
17. Contract Purpose					
DOH and the party identified a	bove as Borrower, hereafter ref	erred to as BORROWER, ha	ve entered into this contract to		
done by the BORROWER as a	e that furthers the goals and ob	pjectives of the DOH DWSRF	Program. The project will be		
doverned by this contract and	lescribed in the scope of Work a	and this contract. The rights a	nd obligations of the parties are Terms and Conditions including		
Declarations: Attachment I: Sc	one of Work (Project): Attachmo	ent II Attorney's Certification:	Attachment III: Federal and State		
Requirements; Attachment IV:	Disadvantaged Business Enter	prise Requirements: Attachm	nent V: Certification Regarding		
Debarment, Suspension, and (Other Responsibility Matters; At	tachment VI: DWSRF Eligible	Project Costs: and Attachment		
VII: Labor Standard Provisions	for Subrecipients that are Gove	ernmental Entities. By the sig	nature below, the parties		
acknowledge and accept the te	erms of this contract.				
FOR CONTRACTOR SIGNATURE and DATE		FOR DOH	-		
SIGNATURE and DATE		SIGNATURE and DATE			
		i			
			:		
NAME AND TITLE		NAME AND TITLE			
		TO THE PART OF THE			
	:				
		ADDDOVED AS TO FORM			
		APPROVED AS TO FORM BOB FERGUSON, ATTOR			
		BOB PERGUSON, ATTOR	NET GENERAL		

2. DECLARATIONS

2.1 BORROWER INFORMATION

Legal Name: City of Wenatchee

Loan Number: PCL27077
Award Year: 2021
State Wide Vendor Number: 0007721

2.2 PROJECT INFORMATION (PROJECT)

Project Title: Crawford Main Replacement W12 and W13

Project Location (City or County):

Chelan
Project State:

Washington
98801

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

2.3 CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

2.4 LOAN INFORMATION

Loan Amount: \$241,740.00 Loan Fee (Included in loan amount if applicable): \$4,740.00

Loan Term: 10 Years Interest Rate: 0%

Payment Month(s): October 1st Annually

Earliest Date for Construction Reimbursement: 12 months prior to Contract execution

Time of Performance: 24 months from Contract start date (date of last signature) to

Project Completion date.

2.5 FUNDING INFORMATION

Total Funds from BORROWER:

Source(s) of Funds from Borrower, with assigned

To be determined

To be determined

amounts per source:

Total State Funds:

To be determined
Total Amount of Federal Award (as applicable):

To be determined

Total Amount of Loan: \$241,740

Federal Award Date:

Federal Award ID # (FAIN):

Amount of Federal Funds Obligated by this Action:

To be determined

To be determined

2.6 SPECIAL TERMS AND CONDITIONS

N/A

DWSRF PROGRAM PRECONSTRUCTION LOAN CONTRACT INFORMATION

2021-3986 Wenatchee Crawford Main Replacement Preconstruction Project

DWSRF Scope of Work Form:

<u>Scope of Work:</u> This project will fund the preliminary design, review processes, and environmental work required to replace an aging transmission main on Crawford Avenue, between Miller Street and Okanogan Avenue. Project to include:

- 1. Preliminary design for replacement of approximately 2,700' of 14" steel transmission piping.
- 2. Design engineering services for the generation of bid documents.
- 3. Cultural and historic review, including preparation of documents to facilitate the cultural and historic review and permitting process.
- 4. Environmental review, including preparation of documents to facilitate the environmental review and permitting process.
- 5. Preliminary work related to investigating the presence of lead components. No ground disturbing activities can occur during this work.
- 6. Securing DOH approvals for the project.
- 7. Public involvement and information.

In addition, costs may include (but are not limited to): fees, taxes, legal, administrative, and audit costs.

2021-3986 Wenatchee Crawford Main Replacement - Preconstruction Project

Project Costs by Cost Category:

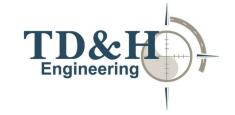
COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$20,800
Environmental Review	\$8,000
Historical Review/Cultural Review	\$12,000
Planning Document	\$0
Permits	\$0
Public Involvement/Information	\$5,000
Bid Documents (Design Engineering)	\$183,700
Asset Management	\$0
DOH Review/Approval Fees	\$6,000
Other Fees (sales or use tax)	\$0
Audit Costs:	\$0
Other (Loan Administration):	\$1,500
Other:	\$0
Other:	\$0
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	\$237,000
Loan Origination Fee (2%)	\$4,740
Total DWSRF Preconstruction Loan Amount	<u>\$241,740</u>

2021-3986 Wenatchee Crawford Main Replacement - Preconstruction Project

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Mat	tching Funds	
Grant #1		\$0
Grant #2		\$0
Other Grants		\$0
New Grants		\$0
	Total Grants and Other Non-Matching Funds	a) \$
Loans		
This Loan Request	DWSRF Preconstruction Loan	\$241,740
Other Loan #1		\$0
Other Loan #2		\$0
Other Loans		\$0
New Loans		\$0
	Total Loans	b) \$241,740
Local Revenue		, , , , , , , , , , , , , , , , , , , ,
Source #1		\$0
Source #2		\$0
Other Local Revenue		\$0
New Local Revenue		\$0
	Total Local Revenue	c) \$0
Other Funds		<u> </u>
Other Funds		\$0
Other Funds		\$0
	Total Other Funds	d) <u>\$0</u>
TOTAL PROJECT FUNDING	9	е) \$241,740

303 East 2nd Avenue Spokane, WA 99202



509.622.2888 tdhengineering.com

VIA E-MAIL

April 17, 2023

Mr. Jeremy Hoover, PE City of Wenatchee 301 Yakima Street Wenatchee, WA 98801

RE: CRAWFORD AVENUE WATER MAIN REPLACEMENT PROJECT

SURVEY, CIVIL, GEOTECHNICAL ENGINEERING AND CULTURAL RESOURCES SCOPE OF WORK AND COST PROPOSAL

Dear Jeremy,

TD&H Engineering is pleased to submit this proposal for engineering services. Our proposal is based on the project criteria, scope of services, and assumptions made as described in Exhibit A. All fees are lump sum unless otherwise noted.

Thank you again for allowing us the opportunity to be a part of this project and please do not hesitate to contact me if you have any questions.

Sincerely,

Steven N. Marsh, PE

Vice President / Regional Manager

TD&H ENGINEERING

Enclosures (3)

Exhibit A – Master Scope of Work and Fee Proposal GeoEngineers Scope of Work and Fee Proposal Plateau Archeological Services Scope of Work and Fee Proposal

EXHIBIT A

Project Criteria:

This proposal is to abandon in place the existing 14-inch steel water main and provide construction documents for one, 8-inch and one, 16-inch ductile iron water mains in Crawford Avenue between Miller Street and Okanogan Avenue as outlined in the City of Wenatchee (City) Request for Qualifications.

A complicated aspect of the project is crossing the existing irrigation canal. This proposal assumes horizontal directional drilling for both the new 8-inch and 16-inch mains as outlined in GeoEngineer's Scope of Work. As a part of the proposal, the engineer will look at the feasibility of using the existing 14-inch steel main as a "sleeve" for the proposed 8-inch main.

This proposal includes a geotechnical investigation and a horizontal directional drilling plan prepared by GeoEngineers. The cultural and historical resources review will be conducted by Plateau Archeological Resources. (See attached Scopes of Work.)

The Engineer will provide the City documents to review at the 30% and 90% stages. One set of final construction documents will also be provided.

Assumptions:

- The AutoCAD drafting will conform to TD&H Engineering layering, symbols, text, and the like.
- The basis of the specifications will be the 2023 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- The City will provide all special provisions, water standard details, and other necessary, project specific information that needs to be incorporated for the Engineer to provide a complete set of construction documents.
- The Engineer will assist the City with public involvement, which includes two exhibits and one in person meeting at a time and date acceptable to both the City and the Engineer.

Scope of Services:

The following <u>conceptual design/engineering services</u> will be completed for the project. The fee will be based on time and materials per the current rate schedule.

Department of Health Project Report per WAC 246-290-110. The Engineer will need City input on various sections of the report.



EXHIBIT A

	ALTA Survey	\$
	Construction Staking	\$
	Other Service:	\$
The fo	ollowing <u>civil engineering services</u> will be completed for the project:	
Const	truction Plans will include the following, for a fee of:	\$44,600
\boxtimes	Cover Sheet	
\boxtimes	County and/or City Specific Notes	
\boxtimes	Existing Topography / Demolition Plan	
\boxtimes	Erosion & Sediment Control Plans & Details	
	Civil Site Plan & Details (on-site)	
\boxtimes	Water Plan and Profile	
	Grading & Drainage Plan (on-site)	
	Stormwater Details (on-site)	
\boxtimes	Construction Site Details	
	Landscape and Irrigation Plans	
\boxtimes	Project Manual (at 90% and final submission)	
\boxtimes	Engineering Estimate (at 30%, 90%, and final submission)	
The fo	ollowing reports will be completed for the project:	
	Drainage Report	\$
\boxtimes	Geotechnical Report (Subcontract to GeoEngineers)	
\boxtimes	Horizontal Drilling Plan (Subcontract to GeoEngineers)	\$ 63,900
\boxtimes	Cultural and Historical Resources Review	\$ 12,000
	Trip Generation & Distribution Letter	\$
	Other:	\$
The fo	ollowing other services will be completed for the project:	
\boxtimes	Environmental Permitting Assistance/Coordination	\$ 8,000
\boxtimes	Public Involvement/Information	\$ 5,000
	Structural Engineering	\$
	Other:	\$



EXHIBIT A

We will participate in <u>weekly Teams meetings</u> for the purposes of coordination and project management.

Included with civil engineering services

Proposed Fee:

Our total fixed fee price based on the Scope of Services outlined above is **\$154,300**. If the scope/service is not specifically included herein, the scope/service is expressly excluded.



523 East Second Avenue Spokane, Washington 99202 509.363.3125

April 17, 2023

Thomas, Dean & Hoskins, Inc. 303 East 2nd Avenue Spokane, Washington 99202

Attention: Steven N. Marsh, PE

Subject: Proposal

Geotechnical Engineering and HDD Design Services

City of Wenatchee - Crawford Avenue Water Main Replacement

Wenatchee, Washington File No. 4296-014-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to Thomas, Dean & Hoskins, Inc. (TD&H Engineering) to provide geotechnical engineering and horizontal directional drill (HDD) design services for the proposed Crawford Avenue Water Main Replacement Project in Wenatchee, Washington.

We understand that the City of Wenatchee (City) intends to replace approximately 2,700 linear feet of existing 14-inch steel water main located in the Crawford Avenue right-of-way (ROW) between Miller Street and Okanogan Avenue. The proposed replacement pipelines will consist of a new 16-inch ductile iron pipe (DIP) transmission pipeline and a minimum 8-inch diameter DIP distribution main line. The two new pipelines will primarily be constructed by open trench methods. However, the City is considering horizontal directional drill (HDD) or other trenchless methods to install the two proposed pipelines beneath an existing irrigation canal crossing Crawford Avenue near the midpoint of the proposed alignment.

Based on our review of geologic mapping and nearby well logs in the city of Wenatchee, we anticipate subsurface conditions at the site will be sand and clay. As such, we anticipate that the HDD method of construction will be feasible for the proposed irrigation canal crossings.

SCOPE OF SERVICES

The purpose of our services will be to 1) evaluate the subsurface conditions along the proposed open trench and trenchless alignments; 2) provide geotechnical data and recommendations for the open trench portion of the proposed alignments; and 3) provide HDD engineering, design and specifications for the proposed 16-inch and 8-inch irrigation canal trenchless crossings.

Our specific scope of services will include:

Task 1 - Project Management

- 1. Provide project management, including coordination of staff and subcontractors, and preparation of field brief and Job Hazard Analysis (JHA) documents.
- 2. Attend up to four hours of project meetings over three months.

Task 2 - Subsurface Exploration and Laboratory Testing

- 1. Review geologic maps, in-house and publicly available geotechnical reports completed within the project area.
- 2. Conduct an initial site reconnaissance by a representative from our Spokane office to evaluate access conditions and mark exploration locations (included with drilling services in Table 1 Estimated Fees).
- 3. Contact the one-call utility notification system to locate underground utilities near proposed exploration locations. We also will notify select city and irrigation representatives of our upcoming work, where information is available.
- 4. Coordinate a traffic control subcontractor to provide traffic control plans and provide traffic control services during drilling. For estimating purposes, we will assume traffic control will consist of a signal lane closure using signs and flaggers. If additional traffic control is required (e.g., reader boards or traffic barrels), we request the opportunity to re-evaluate our traffic control budget. We anticipate that the explorations will be completed within the paved roadway of Crawford Avenue.
- 5. Explore the subsurface conditions along the <u>trenchless alignments</u> by means of two hollow stem auger geotechnical borings to depths 50 feet. Based on our preliminary review of geologic maps of the project alignment and our experience in the area, we do not anticipate that bedrock will be encountered within the proposed boring depths. While observing the borings we will:
 - a. Obtain disturbed soil samples during standard penetration testing (SPT) at representative intervals from the borings.
 - b. Classify the materials encountered in the borings in general accordance with ASTM International (ASTM) Standard Practices Test Method D2488.
 - c. Estimate groundwater levels in each boring, if possible.
 - d. Maintain a detailed log of each boring.
 - Following drilling, the HDD alignment borings will be backfilled with cement-bentonite
 grout and otherwise abandoned in accordance with Washington State Department of
 Ecology guidelines.
- 6. Explore the subsurface conditions along the <u>open trench alignments</u> by means of five hollow stem geotechnical borings to depths of approximately 8 feet. Exploration locations will generally be spread out along the proposed alignments but will be adjusted as appropriate based on access constraints, existing underground utility conflicts, and conditions encountered during exploration (i.e., additional explorations might be added [as time allows] to specific alignments in the event questionable conditions are encountered). While observing the borings we will:



- a. Obtain disturbed soil samples during standard penetration testing (SPT) at representative intervals from the borings.
- b. Classify the materials encountered in the borings in general accordance with ASTM International (ASTM) Standard Practices Test Method D2488.
- c. Estimate groundwater levels in each boring, if possible.
- d. Maintain a detailed log of each boring.
- e. Following drilling, the open trench alignment borings will be abandoned in accordance with Washington State Department of Ecology guidelines.
- 7. Laboratory testing of select soil samples obtained from the exploration program. We anticipate the laboratory testing program could include: 12 sieve analyses; 10 percent fines determinations; 5 Atterberg limits evaluations; and 3 DIPRA 10-point tests.

The site exploration program will be coordinated by experienced representatives from our staff, who will obtain samples from the explorations and maintain continuous logs of each exploration. Upon completion of the site exploration program, material acquired from the explorations will be returned to our laboratory for selection of representative samples for testing. Results of our site exploration and laboratory testing programs will form the basis for engineering analyses, which will be used to formulate conclusions and recommendations commensurate with the scope of services described below.

Task Assumptions

Our scope and fee estimate are based on the following assumptions:

- Subsurface conditions are anticipated to be sand and clay, which can be explored by the drilling methods selected. If substantially different subsurface conditions are encountered (e.g. gravels with cobbles and boulders or bedrock), we will need to review our exploration program and fee.
- Town-owned utilities will be located by representatives of the city of Wenatchee.
- Permits to complete borings will be obtained by GeoEngineers and the City of Wenatchee will only require a nominal fee for ROW permits.
- Cuttings from borings are free from contaminants.
- Borings completed within paved surfaces will be patched with cold patch asphalt or dyed concrete.

Task 3 - Open Trench Geotechnical Engineering Recommendations

- 1. Prepare a geotechnical engineering report providing the following:
 - A discussion regarding subsurface conditions encountered and potential impacts to the design and construction of the proposed water lines, such as excavatability of soil or rock encountered in the explorations and dewatering of shallow groundwater, as applicable.
 - b. Recommendations for site preparation and earthwork, including suitability of on-site soil for reuse as structural fill, recommendations for imported structural fill, if necessary, and structural fill placement and compaction.



2. Prepare a written final report for the project that summarizes our conclusions and recommendations along with supporting field and laboratory information.

Task 4 - HDD Design, Reporting and Specifications

- 1. Complete a hydraulic fracture and inadvertent returns analysis of the two proposed parallel HDD profiles. The analyses will be used to refine the anticipated bottom tangent depth to reduce the risk of hydraulic fracture and inadvertent returns along the HDD alignments.
- 2. Prepare two HDD plan and profile drawings for the proposed parallel HDD crossings. The design drawings will include the following:
 - a. Plan and profile of the HDD.
 - b. Minimum allowable pilot hole radius.
 - c. Proposed workspaces.
 - d. Plots of the subsurface materials.
 - e. Recommended construction tolerances.
 - f. A drill data box that defines specific points along the proposed HDD profile.
 - g. General construction notes.
- 3. Prepare a single draft HDD design report for review by the project team. The draft HDD design report will include:
 - a. Plan and profile drawings showing the HDD alignments and profiles, proposed entry and exit points, workspace layout, and locations of known utilities.
 - b. A summary of our site reconnaissance, including a surface description along the proposed alignment.
 - c. A summary of the subsurface conditions encountered by the borings.
 - d. A summary of engineering and analysis, including hydraulic fracture and inadvertent returns analysis, operating stresses, and installation forces. Our calculations will be completed in accordance with the applicable design guidelines for DIP and generally accepted practices in the HDD industry.
 - e. A summary of design elements, including HDD geometry and HDD workspaces.
 - f. HDD construction considerations appropriate for the site conditions encountered, which may include considerations for hydraulic fracture and inadvertent returns, hole instabilities and cuttings removal.
 - g. An HDD Best Management Practices (BMP) appendix that includes BMPs relative to pilot hole operations, reaming/swabbing operations, pullback operations, use of casing, utilities, drilling fluid containment pits, temporary excavations, cuttings removal and annular solids.
- 4. Prepare a final HDD design report incorporating review comments from the project team.



- 5. Prepare draft HDD construction specifications and recommend contractor qualifications for review by the project team. The specifications will be based on MasterFormat® and will pertain to HDD construction only.
- 6. Prepare final HDD construction specifications incorporating review comments received from the project team.

FEE ESTIMATE AND SCHEDULE

We expect that approximately 3 to 4 weeks will be required to mobilize our drilling crew. We estimate the subsurface exploration program will take four, 8-hour days to complete including mobilization and demobilization. Laboratory testing will take approximately 3 weeks to complete. We will provide our geotechnical engineering and HDD design reports within 3 weeks of completing the subsurface explorations. We will provide our specifications and recommended subcontractor qualifications within 2 weeks of providing the final HDD design report.

Our fees will be based on a time and expense basis in accordance with the rates and terms described in the attached Schedule of Charges. Table 1 provides a breakdown of our estimated fee by task. The budget for any additional work that may be required will be discussed with you in advance and will not be undertaken without your prior approval.



TABLE 1. ESTIMATED FEES

Description	Estimated Fees
Task 1 - Project Management	
Invoicing and subcontractor and staff coordination	\$995
Weekly Project Meetings (assuming up to 4 hours of meeting time over 3 months)	\$720
Task 1 Subtotal	\$1,715
Task 2 - Subsurface Exploration and Laboratory Testing	
Boring Location Map and City of Wenatchee Permitting	\$620
Subsurface Exploration Field Services (includes milage, Lodging and Per Diem)	\$6,510
Drilling Services (Assumes 4 days including mobilization/demobilization)	\$16,340
Subcontracted Traffic Control (Assuming 3.5 days at \$1,955 per day)	\$6,845
Geotechnical Laboratory Testing	\$3,560
Task 2 Subtotal	\$33,875
Task 3 – Open Trench Geotechnical Engineering and Reporting	
Geotechnical Engineering Analysis	\$1,550
Report Preparation	\$4,200
Task 3 Subtotal	\$5,750
Task 4 - HDD Design, Reporting and Specifications	
Hydraulic Fracture and Inadvertent Returns Analysis (assuming two analyses)	\$3,500
HDD Design Engineering and HDD Design Drawing (assuming two drawings)	\$6,235
Draft HDD Design Report (assuming single report for parallel HDD crossings)	\$3,285
Final HDD Design Report	\$555
HDD Specifications and Recommended Contractor Qualifications	\$3,170
Task 4 Subtotal	\$16,745
Project Total	\$58,085

TERMS AND CONDITIONS

Our services will be completed in accordance with the terms contained in our General Conditions, which are attached and form a part of this agreement. Please review the terms of this agreement carefully and advise us if you have any questions or desire to modify the terms of our agreement.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity to submit this proposal and look forward to assisting you on this project. Please call should you have any questions regarding the contents of this proposal or if you require additional information. Authorization of our services may be made by signing in the appropriate space provided below and returning one copy to this office for our file, or by your preferred method.

Sincerely, GeoEngineers, Inc.

Jerad A. Hoffman, PE Project Engineer

Mark A. Miller, PE

Principal

JAH:MAM:TAD:cdb

Attachments:

General Conditions—Standard 2021 Schedule of Charges—Spokane 2023 Schedule of Charges – In-House Drilling – Spokane 2023

One copy submitted electronically.

Teresa A. Nuggar Teresa A. Dugger, PE Principal

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided in writing.

Thomas, Dean & Hoskins, Inc.	
ORGANIZATION	* SIGNATURE
DATE	TYPED OR PRINTED NAME
	*Individual with contracting authority.

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Please return one signed copy of this agreement for our files. Thank you.



This project is the proposed replacement of 14-inch steel waterline with new 16-inch ductile iron pipe. This will be done within the right-of-way for Crawford Avenue in Wenatchee, Washington. The approximately 1,700 feet of transmission line that will be replaced begins at a booster station at Okanogan Avenue and reaches to Miller Street. The project will include hydrants, metered connections, and tie-ins to new distribution line. Also included is a "crossing" of an irrigation canal maintained by the Wenatchee Reclamation District. This crossing will most likely be performed through directional boring.

If any cultural resources are identified through the study, Plateau CRM will utilize a risk management strategy in the field that will seek to determine the horizontal and vertical limits within the project area and identify any potential effects. Plateau CRM will then utilize the professional and timely identification of any known or previously unrecorded cultural resources and then recommend viable management strategies or actions, thus, satisfying regulatory oversight and helping reduce the impact and the risk of found artifacts upon a project's timeline and approval process.

This cultural resource investigation will include a review of the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database maintained by the Department of Archaeology and Historic Preservation (DAHP) in Olympia, a background literature review, informal contact with the interested tribe(s), a pedestrian ground survey, and the preparation of a report. The fieldwork will be completed in a manner consistent with RCW 27.53.030 and will include inspection techniques to identify both surface and subsurface archaeological resources. The proper field methods will be completed, at the archaeologist's discretion, depending upon information obtained during the background review and fieldwork. An unmanned aerial vehicle may be deployed for project mapping. Subsurface inspections could involve shovel excavations, or mechanical auger excavations, and screening of the fill to identify the nature and extent of any potential archaeological resources.

- This study is a cultural resource investigation of the areas to be impacted during the Crawford Avenue Water Main Project. The purpose of the investigation is to identify any cultural resources which may be adversely affected by the project.
 - 1.1 The area of potential effect to be investigated is the physical location of the proposed disturbances required by the project.
- 2 Plateau CRM will conduct the cultural resource survey.
- 3 This project will consist of a background search, field investigation of the project area to identify any cultural resources, research of public documents to help identify potential traditional cultural properties, and preparation of a report.
 - 3.1 The report will include an inadvertent discovery plan to meet the anticipated requirements of the Department of Health and the DAHP.
 - 3.2 This proposal does not include interviewing tribal elders to help identify possible Traditional Cultural Properties.

- 4 If cultural resources are located during this project, further work, investigation, or analysis may be required to evaluate whether the resource(s) is/are eligible for inclusion on the National Register of Historic Places; this survey could result in a recommendation for professional archaeological monitoring during excavation activities at project execution or other additional work; any such additional work, investigation, evaluation, or analysis is not included in this price proposal.
 - 4.1 This proposal includes the inventory of the Wenatchee Reclamation District canal within the project to the DAHP's Historic Property Inventory (HPI) database. This proposal does not include the formal National Register of Historic Places (NRHP) evaluation of any such structures in or near the APE whose evaluation may be requested by interested or other parties.
- 5 An email describing the findings of the field investigation will be sent to TD&H Engineering within five working days of completion of the field work. The correspondence will include preliminary recommendations regarding project monitoring or any other suggestions for additional work.
 - 5.1 An electronic draft copy of the report in Portable Document Format (PDF) will be provided to TD&H Engineering within twenty working days of completion of the field work.
 - 5.2 Any review and comment upon the draft report will be provided to Plateau CRM within thirty days of receiving the draft report.
 - 5.3 Plateau CRM will upload the final report to the DAHP's WISAARD portal and provide contact information to request a review of the documentation. Since the submittal process varies by funding and permitting agency, Plateau CRM will assist with submissions and verify that the reports are submitted with all appropriate cover sheets and/or exhibits.
- 6 TD&H Engineering agrees to provide any of the following that are available or possible:
 - 6.1 All available correspondence related to cultural resources from or to the funding or permitting agency, DAHP, or any other interested parties.
 - 6.2 The most current set of project plans, preferably in an electronic format.
 - 6.3 Geographic Information System (GIS) data for the project.
 - 6.4 Inclusion of Plateau CRM's logo on the construction sign for the project.