



**Washington State
Department of Corrections**

REQUEST FOR PROPOSALS

[DOC RFP #12192]

PROJECT 2020-311

WORK RELEASE EXPANSION PROJECT

IN

PIERCE COUNTY ★ KING COUNTY ★ SNOHOMISH COUNTY ★ & NORTH
CENTRAL to include: CHELAN, DOUGLAS, and GRANT COUNTIES

Publication Date: December 27, 2019

Bid Due Date: February 13, 2020

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I INFORMATION AND INSTRUCTIONS FOR PROPOSERS

A. General: The State of Washington (State), Department of Corrections (DOC), is requesting proposals to lease Existing Space, Space Under Construction and/or Planned Space for Work Release facilities in Pierce County, King County, Snohomish County, and/or the North Central to include: Chelan, Douglas, and Grant Counties. The DOC intends to enter into a long-term lease (20 years), preferably in each of the above named counties, for Work Release facilities. The DOC goal is to meet a directive given by the Washington State Legislature to increase the number of available Work Release beds by 200 with fifty (50) beds available on or before June 30, 2020, and an additional one hundred fifty (150) beds available on or before June 30, 2021. Proposers may submit proposals for work release facilities conforming to the space requirements of this RFP#12192 in one, two, three, or all four of the identified Counties.

Space planning data provided in Appendix B has been developed for a typical 48-bed work release facility to serve as a planning guide for potential proposers. Proposals are not limited to 48-bed facilities. Proposals for fewer or more than 48 beds, up to 200 beds, will be considered by DOC. Proposers are required to describe how their proposal(s) will meet program requirements for housing, office, food service, laundry, parking, etc.

B. Letter of Intent to Bid: Any person or company, (entity) interested in submitting a proposal in response to this RFP12192 must email a *Letter of Intent to Bid* to DOCCapitalRFPResponse@doc1.wa.gov by 4:00 p.m. (pacific time) on Wednesday January 15, 2020. Proposals will not be accepted unless the entity submitted a *Letter of Intent to Bid* by the due date and time specified.

C. Issues List: The Proposer must complete and include an *Issues List* as described in this section using the template provided as **EXHIBIT 7**. If Proposer has no concerns, exceptions, or objections to any of the terms or conditions contained in the Sample DOC Lease provided in this RFP the Proposer must state so on the form.

Issues, concerns, exceptions, or objections to any of the terms or conditions contained in the Sample DOC Lease, **EXHIBIT 6** must be documented by the Proposer in the *Issues List*. The *Issues List* response must set out by section or paragraph a description of each issue, concern, exception, and/or objection.

In completing the *Issues List*, Proposer must describe, in business terms and not in proposed lease or legal language, the issue, concern, exception or objection it has and then propose a compromise that is reasonable in light of the commitment being sought by DOC. The *Issues List* must provide the reason or rationale supporting the issue, concern, exception, or objection. Simply stating that a paragraph is "not acceptable" or supplying proposed alternative terms without describing (in business language) the reason or rationale will be considered non-responsive. If the *Issues List* fails to identify a particular term or condition, the term or condition will be deemed accepted, and DOC will not negotiate further changes to such paragraphs or sections. The *Issues List* provided to DOC must be attached to Proposer's Proposal in an unrestricted, editable Microsoft Word format.

DOC reserves the right to discuss an *Issues List* with the Proposer and require Proposer to clarify and supplement the *Issues List* at any time during the evaluation process. Any changes to the *Issues List* will require Proposer to clarify, revise, and resubmit the *Issues List*.

1.1 Definitions:

1.1.1 “**AGENCY**” means the Washington State Department of Corrections (DOC).

1.1.2 “**BENEFICIAL OCCUPANCY**” means the date that the Agency may begin moving furniture and equipment into the premises and installing low voltage wiring and making any necessary electrical connections.

1.1.3 “**DOC**” or “**Department** or “**State**” means the Washington State Department of Corrections.

1.1.4 “**INVITATION TO PHASE III NEGOTIATION**”: means that conforming proposals will receive an invitation to participate in Phase III Negotiations. “**Phase III Response Forms**” for vendors to complete will accompany the invitation.

1.1.5 “**PROJECT LEAD**” means the Project Property and Acquisition Specialist (Unless otherwise provided in the RFP or an amendment).

1.1.6 “**RES**” means the Real Estate Services Office within the Washington State Department of Enterprise Services.

1.1.7 “**RFP**” means Request for Proposals.

1.1.8 “**LEASED SPACE REQUIREMENTS**” means the RES Leased Space Requirements (July 2005) along with the RES Accessibility Addendum (June 2007) attached as **Appendix A**.

1.1.9 “**SPACE PLANNING DATA**” means the Modified Pre-Design worksheet that the AGENCY developed, attached to this RFP as **Appendix B**.

1.1.10 “**STANDARD LEASE**” means the DOC Sample Lease Agreement attached as **Exhibit 6**.

2. Project Information

2.1 Project Parameters

General Area of Consideration	Washington state-wide
Preferred Areas	Pierce County, King County, Snohomish County and North Central to include Chelan, Douglas, and Grant County
Space Type	Mixed Use Work Release Facility (R2 Occupancy Congregate Living Facility + B Occupancy Office)
Approximate Rentable Square feet	Variable. 12,000 Square Feet is estimated need for a 48-bed facility.
Parking Spaces (Total)	a. Minimum requirement is jurisdictional code parking. Proposals that include additional parking may be advantageous to the Department. b. Two (2) “Level II” Electric Vehicle Charging Stations or more will be required. (See 2.4.16 below)

Initial Full term	A lease term, minimum 10 years up to a maximum 20 years (proposers may, at their own discretion, include a lease/purchase option in their proposal for consideration).
Construction Substantial Completion	A Minimum of 1 Month Prior To Lease Commencement
Beneficial Occupancy	A Minimum of 1 Month Prior To Lease Commencement
Lease Commencement Dates	Goals for Lease: June 30, 2020 – 50 beds June 30, 2021 – 150 beds

- 2.1.1 Code required parking is based on jurisdictional codes. Additional Department parking may be advantageous to DOC and in some cases necessary (See also **Appendix A** – (Space Requirement).
- 2.1.2 Additional space planning data is described in **Appendix B** (Space Planning Data).
- 2.1.3 Additional information and instructions are included in **Exhibit 1** (Instructions to Proposers and Evaluation Considerations). Proposers should carefully review Exhibit 1. The State reserves the right to modify these definitions at any time and at its sole discretion
- 2.1.4 The definitions used to describe proposed leased space (including the definitions of “Existing Space,” “Space Under Construction,” or “Planned Space”) are included in **Exhibit 2** (Definitions). The State reserves the right to modify these definitions at any time and for its own reasons.
- 2.1.5 The required **Lease Proposal Form** is included in **Exhibit 3** to this RFP.
- 2.1.6 If an element of a proposal will not meet a performance requirement of this RFP as outlined in the Lease Space Requirements (LSR’s), he/she should use the form included as **Exhibit 4** (Suggested Exceptions to Performance Requirements) to this RFP.
- 2.1.7 Proposers may use the **Proposal Checklist** as a helpful reference tool when compiling their proposal packet. A blank checklist is included as **Exhibit 5** (Proposal Checklist) to this RFP for proposer reference and use. Proposers are NOT required to submit the completed checklist with their proposal packet.
- 2.1.8 The Apparent Successful Proposer (ASP) will be required to use the **DOC Standard Lease** for this project. A copy of the DOC Standard Lease is included as **Exhibit 6** to this RFP.

2.2 Department Goals for this facility or facilities include but are not limited to:

2.2.1 DOC needs additional work release bed space (up to 200 beds total) distributed among the four county areas described in **Sections 2 of this RFP** in order to meet the statutory requirements.

2.2.2 This facility will provide additional bed space for work release / re-entry programs and staff from the Department of Corrections.

2.3 Location Characteristics: Properties submitted for consideration should be located in the General County Areas of Consideration noted in Section 2.1. In addition, within these general county areas, the Department has identified a number of characteristics as important to the delivery of work release / re-entry services. These characteristics include, but are not limited to the following:

2.3.1 Proposals for facilities appropriately zoned or that need to obtain proper variance for work release as an acceptable conforming use by the local Authority Having Jurisdiction (AHJ), may be advantageous to the Department.

2.3.2 Proposals that are located in close proximity to an existing public transportation route or routes may be advantageous to the Department. Additionally, proposed facilities served by public transportation with hourly service (or more) during the hours of 8 AM to 5 PM may be advantageous to the Department.

2.3.3 Proposals that provide ready access to freeway and other major arterial roads may be advantageous to the Department.

2.3.4 Proposals that are not located within or in close proximity to 100-year flood plain (as defined by the Federal Emergency Management Agency (FEMA) may be advantageous to the Department.

2.3.5 Proposed facilities must be in areas with sufficient infrastructure in place to support DOC operational needs to include high-speed data and telephone infrastructure. (See also

Appendix A, Space Requirements.)

2.4 Building Characteristics: The Department has identified some unique building characteristics as being advantageous to its functions, including the delivery of services to its clients. These characteristics include, but are not limited to the following:

2.4.1 A facility with a single floor plan and/or on the ground floor of a building may be advantageous to the DOC.

2.4.2 A facility that blends well into the existing community and area aesthetics may be advantageous to the DOC.

2.4.3 The proposal must include or be improved to include a facility conforming to current American Correctional Association (ACA) Standards including but not limited to; square footage requirements, access to natural light, quantity of toilet and shower facilities provided per bed ratio, lighting levels provided, and required space for visitation, recreation and programs.

- 2.4.4** The proposal must include or be improved to include a facility conforming to applicable local, state and federal codes, standards and regulations. Additional code references are provided in **Appendix E & F**.
- 2.4.5** A proposal that includes or can be improved to include a facility with a secure and welcoming entrance lobby with after-hours intercom capability to reach 24-hour staffing may be advantageous to DOC.
- 2.4.6** The proposal must include or be improved to include a facility with a secure staff workstation near secure entry with good sightlines for supervision over resident commons areas with staff workstations, staff storage and staff restroom.
- 2.4.7** A facility with a clear delineation between resident and staff areas may be advantageous to DOC.
- 2.4.8** The proposal must include or be improved to include a facility with staff office spaces, conferencing spaces, breakroom and staff dedicated restrooms that are sufficient to the needs of the facility.
- 2.4.9** A facility with a secondary entrance for residents returning from work, school or community service activities with storage and lockers may be advantageous to DOC.
- 2.4.10** A facility with separate sleeping and restroom spaces for men and women with a bed ratio reflective of DOC population data: 1 bed for women to every 5 beds for men may be advantageous to the DOC.
- 2.4.11** A facility with sleeping rooms and beds for four (4) occupants with associated restrooms (toilet and shower facilities) conforming to ACA specified ratios (1 toilet per eight beds and 1 shower per ten beds) may be advantageous to the Department. The Department will consider a maximum of eight occupants/beds per sleeping room but its preference is for only four.
- 2.4.12** A facility with dedicated classroom or programming space for small and large group activities may be advantageous to DOC.
- 2.4.13** The proposal that includes or can be improved to include a facility with a health department compliant commercial kitchen, dishwashing, refrigeration, freezer and dry storage space may be advantageous to DOC.
- 2.4.14** The proposal must include or be improved to include a facility with the infrastructure to support two (2) or more "Level 2" charging stations at designated parking stalls, with two charging heads on each station, serving a total of four parking stalls. DOC to provide the heads as their sole cost and expense, the Proposer to install DOC provided heads at the Proposer's sole cost and expense.
- 2.4.15** The proposal must include or be improved to include a facility with video security, data and IT services capability in conformance with applicable DOC security and IT standards. Security electronics room must be secured and air conditioned separately from main building system.

2.4.16 A facility with dedicated mechanical and electrical rooms may be advantageous to DOC.

Further details on the Department’s unique requirements and desired characteristics are found in **Appendix A** SPACE REQUIREMENTS and **Appendix B**, Space Data Sheet. Space data provided by the Department is based upon a typical 48 bed work release facility. The Department requires approximately 12,000 square feet of useable square footage for a typical 48 bed facility. Proposers are encouraged to use these space standards as a guide for proposals for fewer or greater numbers of beds.

3. Estimated Schedule of Procurement Activities

Below is a listing of significant dates. DOC, at its sole discretion, may change these dates.

This RFP and any notification of schedule changes will be posted to **WEBS**: <https://pr-webs-vendor.des.wa.gov/home.html>. It is incumbent upon you the Proposer to check WEBS for any revisions to this RFP. Written answers to Proposer questions and any other pertinent information shall be considered an amendment to the RFQQ and will also be posted on WEBS.

SCHEDULE OF ACTIVITIES	DATE
Phase I	
Post Request for Proposals (RFP) on WEBS	December 27, 2019
<i>Letters of Intent to Bid</i> due. Emailed to: DOCCapitalRFPResponse@doc1.wa.gov	January 15, 2020
Pre-Proposal Conference for all Proposers that submitted a <i>Letter of Intent to Bid</i> .	January 17, 2020
Proposers’ written questions and requests for clarification are due. Email to DOCCapitalRFPResponse@doc1.wa.gov	January 24, 2020 4:00 P.M.
Answers to Proposers questions posted to WEBS as an amendment.	January 29, 2020
Any additional Amendments/Addendums to RFP (if necessary) posted	January 29, 2020
Proposals due on or before. NOTE: DOC will consider Proposals as they are received.*	February 13, 2020 4:00 P.M.
Phase II. During Phase II the following will occur:	
<ul style="list-style-type: none"> ▪ Proposals will undergo initial DOC review for responsiveness; screened for those proposals that best meet Department needs; ▪ Department visits selected Proposer sites; and ▪ DOC invites selected Proposers to make presentations and answer questions, from DOC and community members, at locations where facilities may be sited. 	
Possible Phase III. During Phase III DOC may:	
<ul style="list-style-type: none"> ▪ Further evaluate proposals and sites; 	

- Negotiate with Apparent Successful Proposer(s);
- Draft and execute lease; and
- Announce Apparent Successful Proposer/ Notify Unsuccessful Proposers

*The Department reserves the right to proceed with a proposed site in a requested location that it determines meets Department needs and addresses community concerns while this RFP is ongoing for other stated locations. In the event that this occurs the Department will promptly post notification on WEBS.

4. Pre-Proposal Conference

The Pre-Proposal Conference is an opportunity for interested vendors to discuss the project scope and ask questions about the requirements in the RFP. Any party that has submitted a *Letter of Intent to Bid* regarding RFP12192 is encouraged, but not required, to attend the Pre-Proposal Conference. The Pre-Proposal Conference will be held on January 17, 2020, at 10:00 a.m. in Room 1028 B & C at DOC Headquarters, 7345 Linderson Way SW, Tumwater WA, 98504.

To attend the Pre-Proposal Conference please bring an official state ID and check-in with security personnel at the 1st floor Security Desk. You will be issued a visitor's badge and must wear the badge at all times while in the building.

5. Public Disclosure and Proprietary Information

- 5.1** Materials submitted in response to this competitive procurement shall become the property of DOC. DOC is subject to the Public Records Act (chapter 42.56 RCW). All Proposals received shall remain confidential until announcement of the Apparent Successful Proposer(s); thereafter, the Bids shall be deemed public records as defined in the Public Records Act.

Any information contained in the Proposal that is proprietary or confidential must be clearly designated. Each page claimed to be exempt from disclosure must reference the specific basis claimed under Chapter 42.56 RCW, the Public Records Act or other state or federal law that provides for the nondisclosure of your Bid information. Any portion which you claim to be proprietary, confidential, or exempt from disclosure must be clearly identified by the word "Proprietary" or "Confidential" printed on the lower right hand corner of the page. Marking of the entire Bid or entire sections of the Bid as proprietary or confidential will not be accepted nor honored. Marking of the Cost Bid as proprietary or confidential will be neither accepted nor honored. Any attempts to restrict disclosure through use of footers on every page and/or statements restricting disclosure will not be honored and may subject Proposer to disqualification.

To the extent consistent with Chapter 42.56 RCW, the Public Records Act, DOC shall maintain the confidentiality of Proposer's information marked confidential or proprietary. If a request is made to view such confidential or proprietary information, DOC will notify Proposer of the request and of the date that the records will be released to the requester unless Proposer obtains a court order enjoining that disclosure or the requester and Proposer reach an agreement on the extent of such disclosure, which agreement will be forwarded to DOC by the requester prior to DOC's date for the proposed disclosure. If Proposer fails to obtain the requester's agreement or a court order enjoining disclosure, DOC will release the requested information on the date specified.

DOC will not evaluate or defend your claim of confidentiality. It is your responsibility to support

your claim and take appropriate legal action to do so. DOC cannot withhold or redact your documents without a court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. Requests for records pursuant to the Public Records Act must be submitted to DOC's Public Records Officer (DOCPublicDisclosureUnit@doc.wa.gov).

6. **Proposer References**

The Department reserves the right to request and check references for any Proposer at any time during this RFP process.

7. **The DOC PROJECT LEAD and point of contact for this RFP#12192 is:**

Gar Rodside, Leased Facilities Senior Planner

Department of Corrections

Capital Programs

7345 Linderson Way SW

Olympia, WA 98504

360.725.8352

Gar.rodside@doc.wa.gov

Gar Rodside, the DOC Project Lead is the sole point of contact in DOC for this RFP. Proposers are to rely on written statements issued by Mr. Rodside. Upon receipt of this RFP all communication between Proposers and DOC shall be with the Project Lead. Any other communication will be considered unofficial and non-binding on DOC. Communication directed to anyone other than the Project Lead may, at the Project Lead's discretion result in disqualification of the Proposer.

8. **Proposal Submissions**

Interested parties should email their completed **Lease Proposal Form(s)** with all of the required supporting documentation described in this RFP. [Please refer to Exhibit 5, Proposal Checklist.] Proposers must complete and submit a separate **Lease Proposal Form** for each separate facility that they propose to lease to DOC.

Emails must be received by DOC no later than 4:00 PM, February 13, 2020 (Pacific Time).

Please email Proposal(s) to:

DOCCapitalRFPResponse@doc1.wa.gov

**EXHIBIT 1 INSTRUCTIONS TO PROPOSERS AND EVALUATION CONSIDERATIONS
(Revised July 8, 2015)**

Section 1 General

1.1 Purpose

This RFP is for the sole purpose of requesting proposals. It is not an offer to contract in any way and should not be construed to create any legally binding obligations on either the State or any proposer of any kind. The RFP is not subject to RCW 39.26, or any competitive process laws or procurements laws, and should not be construed as creating any process rights or requirements of any kind. The only legal obligation that may be expected to arise in connection with the RFP may be a lease negotiated and fully executed between the Department and a proposer, should the Department determine to enter such negotiations with a proposer.

1.2.1 Constraints

1.2.2 The Constitution of the State of Washington prohibits payments in advance or in anticipation of receipt of goods and services. The successful Proposer who enters a lease with the State shall be paid only as provided in the lease after goods and services are delivered and accepted and/or services are rendered.

1.2.3 The State will not reimburse any submitter's costs associated with preparing or presenting any proposal in response to this solicitation (RFP).

1.2.4 All properties should have all standard utilities available to the site and building including, but not limited to, water, power, sanitary sewage disposal, electricity, internet/data and telephone/cable services.

1.2.5 Properties should be free of any and all hazardous/toxic substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals.

1.2.6 The proposed site should also be free from liens, easements, and any other encumbrances except as enumerated in the proposal and determined to be acceptable to the State.

1.2.7 Subject to the provisions of Subsection 2.4, where conflict occurs between the RFP and an applicable code or standard, the code or standard should prevail unless the requirements specified in the RFP are more stringent.

1.2.8 Subject to the provisions of Subsection 2.4, if a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence. DOC's official answers to submitter's questions will be considered an amendment to this RFP.

1.2.9 The State has established certain mandatory requirements which must be included as part of any RFP.

1.2.9.1 The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition. Failure to comply with a mandatory

requirement is grounds for rejection, but DES reserves that right to waive such a requirement as it deems appropriate.

1.2.9.2 The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a proposal.

1.3 No Contract or Binding Commitments by the State or Department

1.3.1 Subject to limitations of law, including but not limited to anti-discrimination laws, the State retains complete discretion to:

1.3.1.1 To evaluate any proposal on such grounds as it determines are appropriate to meeting the Department needs and providing value to the State,

1.3.1.2 To decide whether a proposal or the qualifications of a proposer are acceptable and to revise any such decision as it deems warranted,

1.3.1.3 To decide whether a proposal or proposer is rejected, moves on to additional review, or is selected for a status, such as apparent successful proposer(s) /proposal(s), and to revise any such decision as it deems warranted,

1.3.1.4 With or without notice, to modify, delete or supplement any criteria for evaluation or acceptability of a proposal or proposer,

1.3.1.5 To modify or cancel this RFP or the entire project as it determines appropriate in the interests of the State, and

1.3.1.6 In the event of cancellation, to proceed in the manner as the State deems appropriate.

1.3.2 The State may amend this RFP and extend the deadline for any submission as it deems appropriate.

1.3.3 The evaluation of proposals is done through a qualitative review. To the extent that the evaluation involves a quantification of various criteria, such quantification is considered as only one potential indicator of quality and value that is considered in the overall qualitative review. All project requirements and evaluation criteria referenced for this project, including the specific criteria used to evaluate proposals, the weighting of such criteria, and method of assessment are subject to modification by the State at any time, for its own purposes and with or without notification to interested parties throughout the Request for Proposal process.

1.3.4 The State intends, solely as a service to proposers, but does not legally commit, to notify proposers if the RFP has been cancelled or amended, an additional stage in the review process has been included, and if a proposal/proposer has been rejected, or selected in a status, such as apparent successful proposer/proposal.

1.3.5 All proposals will be reviewed to determine whether they are compliant with the requirements, specifications and instructions as specified in this RFP. Failure to comply with

any requirement, specification or instruction may result in the rejection of the Proposal as non-responsive, but the DOC retains discretion to waive non-compliance as it deems appropriate.

1.3.6 This RFP does not obligate the State of Washington or DOC to lease space as specified in this RFP. The State may, at any time and at its sole discretion cancel or modify the RFP or project, reject all proposals, reissue the RFP, issue a new RFP and/or not execute a Lease as a result of this RFP or subsequent negotiations. Should the State cancel the RFP, the State may re-advertise, perform a market search, negotiate with or enter a lease with any person for any space of its choice, cancel the project, or otherwise proceed as it deems appropriate.

1.3.7 The provisions of section 1.3 shall prevail over any other inconsistent provision including but not limited to: (1) a statement of the project's staff or any other State representative, (2) any amendment (including any official Q & A) that does not make an explicit exception to the applicable provision of section 1.3; (3) a provision of this RFP that is not in section 1.3.

1.4 Project Lead is Sole Point of Contact

1.4.1 Unless otherwise provided in the RFP or an amendment, the Project Lead is the only person authorized to provide information relative to this RFP; representations from others should be confirmed with the Project Lead. All communication between DOC, the AGENCY and proposers upon the release of this RFP should be with the Project Lead. Communication regarding this RFP directed to parties other than the Project Lead may result in disqualification of the Proposer(s) involved.

1.4.2 All detailed and technical questions related to this RFP should be directed to DOCCapitalRFPResponse@doc1.wa.gov. Proposers should check WEBS for amendments to the RFP posted by the Project Lead. It is the responsibility of the Proposer to check WEBS: <https://pr-webs-vendor.des.wa.gov/home.html>, for any information, modification or amendment to this RFP.

1.5 Standard Lease Document

For the required term of the lease, Proposers should provide written and verifiable documentation of the ability to control the property through option to lease, first right of refusal, fee ownership, long-term lease, valid purchase contract or option to purchase contract. To demonstrate ownership and/or control, Proposers should include an executed copy of an option to lease long-term, first right of refusal, long-term lease, valid purchase contract, option to purchase, or fee title deed. In the event that the Proposer is proposing a property controlled through a lease agreement, if owner's approval is required for a sublease, Proposers should include a copy of the lease, with all exhibits, attachments and amendments, and a signed, written consent from the legal owner agreeing to a sublease for the length of the term proposed under the terms of the state standard lease form.

1.6 Space Requirements

1.6.1 All proposals submitted in response to this advertisement must identify if the proposed space/building will meet or exceed all of the State's requirements shown in Appendix A (Space Requirements \) including the Leased Space Requirements 1.0 (LSR), all applicable LSR addenda, and any additional space requirements that is provided in this RFP if applicable, by the date specified for Beneficial Occupancy.

1.6.2 Typically, the State expects that all proposals will meet all of these Space Requirements, but exceptions may be recognized. Proposers may identify alternatives to elements in the Space Requirements 1.0 (Appendix A) and describe how such alternatives could be beneficial to the State using Exhibit 4.

1.7 Proof of Control of Property

1.7.1 For the required term of the lease, Proposers shall provide written and verifiable documentation of the ability to control the property through option to lease, first right of refusal, fee ownership, long-term lease, valid purchase contract or option to purchase contract.

1.7.2 To demonstrate ownership and/or control, proposers should include an executed recorded copy of an option to lease long-term, first right of refusal, long-term lease, valid purchase contract, option to purchase, or fee title deed.

1.7.3 In the event that the Proposer is proposing a property controlled through a lease agreement, Proposers should include a copy of the lease, with all exhibits, attachments and amendments, and a signed, written consent from the legal owner agreeing to a sublease for the length of the term proposed and the terms of the state standard lease form if owner's approval is required under the lease.

1.8 Owner's Representation

1.8.1 Although the State encourages brokers to submit proposals, the State does not retain real estate brokers or pay commissions.

1.8.2 Brokers or agents shall include documentation from the Legal Owner(s) of the property authorizing the broker's or agent's submittal with each proposal. This documentation must clearly state the name of the legal owner, the name of the authorized broker or agent, the location of the building, and be signed and dated by the legal owner, as well as including a copy of the title deed identifying the legal owner.

1.9 Conflict of Interest

Proposers need to be aware of any potential conflict of interest as defined in RCW 42.52.080 - Employment after public service - as described in part below:

1.9.1 No former state officer or state employee may, within a period of one year from the date of termination of state employment, accept employment or receive compensation from an employer if:

1.9.1.1 The officer or employee, during the two years immediately preceding termination of state employment, was engaged in the negotiation or administration on behalf of the state or agency of one or more contracts with that employer and was in a position to make discretionary decisions affecting the outcome of such negotiation or the nature of such administration;

1.9.1.2 Such a contract or contracts have a total value of more than ten thousand dollars; and

1.9.1.3 The duties of the employment with the employer or the activities for which the compensation would be received include fulfilling or implementing, in whole or in part, the provisions of such a contract or contracts or include the supervision or control of actions taken to fulfill or implement, in whole or in part, the provisions of such a contract or contracts. This subsection shall not be construed to prohibit a state officer or state employee from accepting employment with a state employee organization.

1.9.1.4 No person who has served as a state officer or state employee may, within a period of two years following the termination of state employment, have a direct or indirect beneficial interest in a contract or grant that was expressly authorized or funded by specific legislative or executive action in which the former state officer or state employee participated.

1.10 Preparation and Submission of Proposals

1.10.1 Proposals must be submitted on the Lease Proposal Form. Proposal not submitted on the **Lease Proposal Form** will be rejected as non-responsive.

1.10.2 Proposers shall provide the original and required copies of their proposals no later than the date and time specified in the RFP.

1.10.3 The proposal must contain all the required and supporting documents as described in **Exhibit 5 - Proposal Checklist**.

1.10.4 Each Proposer must complete and sign the Acknowledgements and Certifications section of the Lease Proposal Form. Such signature(s) shall be of the owner(s), corporate officials, or legal representatives of the Proposer.

1.11 Equality in Compensation

Successful Proposers must ensure that similarly employed individuals in its workforce are compensated as equals, consistent with the following:

Employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

Contractor may allow differentials in compensation for its workers based in good faith on any of the following:

- i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

- ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- iii. A bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated if the Department of Corrections or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

End of Section 1

Section 2 Assessment Criteria

2.1 Agency Program and Operational Needs

2.1.1. Service Area

A good location can improve access, but a poor location can hinder the Department's objectives to provide convenient and efficient services. The location should be compatible with the DOC's business operations and facilitate the delivery of services to the DOC's clients.

The surrounding area/neighborhood should be compatible with DOC operations.

Consideration will be given to how the location facilitates the performance of the DOC'S administrative functions and delivery of services.

2.1.2 Proximity/Adjacency

Proximity to the Department's partners, employers, social services, and other service delivery organizations is often advantageous. In addition, proximity to basic services and amenities such as retail and food outlets within walking distance could reduce midday traffic and enhance public and employee experiences.

Consideration will be given to the site's proximity to other similar or supporting providers and/or the potential for co-location with other state agencies and a variety of amenities.

2.1.3 Building Suitability for Program

When the design and use of a facility serves the people who use them and the programs it houses, the project is functionally successful. Program and functionality are also characterized by building type. The proposal should demonstrate a clear understanding of the functional and physical requirements of the project, including the unique programmatic requirements of the DOC.

Consideration will be given to how well the building meets DOC's mission/goals and objectives and programmatic and operational needs.

2.1.4 Location and Site Layout

A good site layout can be critical, not just for access, but for supporting different travel uses. Transit-oriented and pedestrian friendly design, with design considerations specifically geared toward encouraging walking and transit use, can effectively foster alternative mode choices. When appropriate, the primary public entrance to the building(s) should face the street when possible, and the primary public entrance(s) should be clearly visible and identifiable from the street and public sidewalk. A final site layout must allow and utilize input from DOC and the Agency so as to best accommodate the needs of the State and the Agency.

Consideration will be given to how well the location and layout support DOC's objectives.

2.1.5 Parking

The State's policy is to promote more effective and efficient utilization of available parking spaces through a parking management system termed "zone parking". Therefore, the site should facilitate effective parking management in addition to meeting the parking needs indicated in the RFP.

Consideration will be given to how the site facilitates the State's parking management goals as well as meets DOC's needs.

2.1.6 Transportation

When siting State facilities, the availability and capacity of public transportation to serve these State facilities merits special attention. Public transportation is an important link in the ability of the State to perform this mission. The State's policy is to locate, develop and manage its owned and leased properties to achieve local and State Transportation Demand Management (TDM) and Commute Trip Reduction (CTR) objectives, as defined in the Commute Trip Reduction (CTR) Law (RCW 70.94.521-551) while meeting the business needs of State agencies.

Consideration will be given to how the site supports the Department's transportation needs as well as TDM and CTR.

2.1.7 Site Access

Access to State facilities is a critical function for State government. Equal access helps ensure that the citizens can use State services. Equal access means that everybody has the opportunity to access a State facility by a broad range of transportation options, not just by automobiles. This element includes vehicle access and pedestrian access-ingress and egress. Facilities should be sited as close to an accessible bus route as possible. The site should be located near major routes of travel, such as major arterials and freeways.

Buildings on the same campus should be connected via an accessible route.

The physical access to the site and the building should be clearly apparent to the most casual visitor and readily accessible to all visitors, including people with disabilities. Ensuring access to places of public accommodation is mandated by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Access evaluation should consider various perspectives, including different people, groups, modes, locations and activities. Access evaluation often requires separate analysis for specific perspectives, and accessibility improvements may be targeted at specific groups, modes, locations or activities. For example, it is often appropriate to analyze the quality of accessibility to a particular destination or activity by various groups including motorists, non-drivers, people with disabilities and delivery vehicles.

Consideration will be given to how accessible the proposed site is in relation to how it can be accessed from different parts of the area as well as how access on the site itself functions.

2.1.8 Information Technology

When siting State facilities, the availability and capacity of Information Technology to serve these State facilities merits special attention. Information Technology is an important link in the ability of the State to perform this mission. The State leased facilities typically require access to high speed data links. Proposers should carefully review and address the specific project requirements noted elsewhere in this RFP.

Consideration will be given to how the site supports the Agency's Information Technology needs.

2.2 Building Performance

2.2.1 High Performance Buildings

2.2.1.1 High Performance Standards

It is the State's policy to apply "high performance standards" for both State and privately owned buildings larger than 50,000 gross square feet and that the State intends to occupy for ten years or more. This approach emphasizes a holistic and integrated facility and site, that embodies energy efficiency and water conservation, maintains consistent performance, minimizes maintenance costs over the life of the building, provides flexibility of space and uses and contributes to the health and productivity of the occupants. (Refer to the Appendix 1, LSR, Part A, for further information.)

Consideration will be given to how well the building overall reflects the attributes of a high performance building based on the threshold criterion.

2.2.1.2 Energy Audits

The State is moving toward the use of energy audits in relation to leasing space over 10,000 square feet. The provision of summary information or energy audits related to energy consumption conducted in the last two years for the proposed space, or the Energy Star® rating for the space, will provide the State with important information related to operating costs and efficiencies. Therefore, the State encourages proposers to input actual utility bill data into the Energy Star Portfolio Manager to determine an Energy Star rating and/or to conduct an energy audit. The results of either should be provided with the Lease Proposal submission.

Consideration will be given to proposals that include information on energy utilization and its costs.

2.2.1.3 Sustainability

The State's policy is to encourage the use of sustainable and energy efficient materials in the construction and operation of its leased and owned facilities. The State is committed to sustainable practices and the stewardship of resources and to incorporating principles of sustainable design and energy efficiency into its projects.

The main objectives of sustainable design are to avoid resource depletion of energy, water, and raw materials; prevent environmental degradation caused by facilities and infrastructure

throughout their life cycle; and create built environments that are livable, comfortable, safe, and productive

To this end, DOC is encouraging proposers to include such sustainable elements in their proposals, and document the incorporation of those elements via the system or process implemented by the choice of program utilized for this project (LEED, Green Globe, SBA, etc.)

2.2.2 Energy Efficiency

Designing and constructing buildings for low and efficient energy use throughout the life of a building is a very high priority since energy use is probably the single greatest environmental impact of a building. Reduced heating and cooling loads may also reduce the initial cost of HVAC equipment. The State supports leasing in facilities with a national energy performance rating score of 75 or greater in the Energy Star Portfolio Manager database maintained by the U.S. Environmental Protection Agency (EPA) as defined in RCW 19.27a).

Consideration will be given to the demonstrated energy efficiency of proposed systems.

2.2.3 Building Systems

This element includes major building systems, such as HVAC, electrical, plumbing, lighting, security system and elevators, including their capacity to meet the State's needs in a reliable and efficient manner throughout the lease term. The indoor and outdoor environments are related and the health of the building occupants very much depends on indoor air quality. High performance HVAC can provide increased user thermal comfort, and contribute to improved indoor environmental quality (IEQ). The quality, condition and functional efficiency of the proposed building, together with proposed improvements, will be considered.

Consideration will be given to the demonstrated quality of the performance of the proposed building systems.

2.2.4 Lighting and Day-lighting

Lighting is a large energy user and should be an area of design attention for a high performance building. Savings of over 50% are possible by designing and implementing an integrated approach to lighting that includes day lighting, task lighting, and well-designed controls. The building should demonstrate a clear understanding of the importance of day lighting by using a significant number of design strategies that emphasize day lighting, such as solar orientation.

Consideration will be given to how well a proposal demonstrates an integrated approach to lighting.

2.2.5 Building Envelope

This element includes the building exterior, roof, windows and glazing and doors. This includes specific consideration of the existing and proposed condition of the roof, foundation, walls, exterior windows and doors, including their capacity to meet the State's needs in a reliable and efficient manner throughout the lease term.

Consideration will be given to the quality, condition and functional efficiency of the proposed building envelope, together with proposed improvements to these elements.

2.2.6 Exterior design

The State's policy is that State buildings should be efficient and economical as well as provide visual testimony to the dignity, enterprise, vigor, and stability of State government.

It is essential to consider aesthetics not just as it applies to the building façade, but also to interiors and the surrounding context, including the landscape, other buildings, and the larger community. A good design will be accountable to the users' needs, the client's budget, and public judgment in its many forms.

Consideration will be given to the proposal's embodiment of good design as described above.

2.3 Building Efficiency

2.3.1 Efficiency of Space

This element includes floor loading capacity; columns and shear wall spacing; floor plate size; building core efficiency, integrity and location; and the load factor. Consideration will be given to the degree to which the configuration of the proposed space meets the Agency's programmatic needs, taking into account the size and shape of the space and any internal barriers to efficient design and accessibility.

The State generally desires a regular, consistent building module that allows for an efficient layout of offices and workstations and optimal overall utilization of space. For a Work Release, the State prefers contiguous space on one floor. The State prefers contiguous space with a floor plate that logically connects spaces needed to provide effective sight lines and supervision of spaces inhabited by the AGENCY'S clients.

Consideration will be given to how well the configuration of the proposed space efficiently meets the Agency's programmatic needs.

2.3.2 Flexibility of Space

Space designed as open office may become enclosed private offices or conference rooms within a few years, and vice versa. Therefore, specific interior building subsystems should be flexible, designed to interface with each other and be able to accommodate various space arrangements without major modification. For example, ceilings and ceiling grids should accommodate partition changes without requiring changes in lighting or HVAC systems, acoustic provisions, or modifications to any adjacent one-hour fire rated assemblies.

Consideration will be given to the how well a building demonstrates greater flexibility.

2.3.3 Accessibility.

Accessibility and Universal Design (building features that can be used by everyone) is critical for State Government. The State is committed to assuring that State facilities are fully accessible, with integrated access, without the use of special facilities for the disabled. Visitors and employees with disabilities and those temporarily disabled should easily identify the entrance and should use the same paths and enter through the same door as those who are not disabled. If all entrances are not accessible, signage should be provided directing people to the accessible entrance(s). Elevators should be conveniently located for use and operable by individuals with disabilities. Large size elevators that can accommodate stretchers are preferred in buildings with four (4) floors or more). The design of public buildings should meet accessibility standards and practices outlined in the Architectural Barriers Act, ADA/ABA Guidelines, along with IBC, ANSI117.1 and WAC 51.50.

Consideration will be given to how well the proposal meets the accessibility criteria.

2.4 Other Considerations

2.4.1 Existing Buildings

In seeking space to lease, the State attempts to balance the values of leasing facilities that meet the RES definition of "Existing Space" with the needs of the present and future. Public agencies provide leadership in historic preservation by assuring that historic properties are given consideration when seeking additional space to purchase, rent or lease. Projects that use historic sites and buildings can serve as examples for successful reclamation and reuse of cultural and historic resources and signal the government's commitment to historic preservation, sustainability, and local communities.

Executive Order 87-04 requires:

Consideration will be given to proposals meeting the RES definition of "Existing Space".

2.4.2 Historic Preservation

In seeking space to lease, the State attempts to balance the values of preserving historic properties with the needs of the present and future. Public agencies provide leadership in historic preservation by assuring that historic properties are given consideration when seeking additional space to purchase, rent or lease. Projects that use historic sites and buildings can serve as examples for successful reclamation and reuse of cultural and historic resources and signal the government's commitment to historic preservation, sustainability, and local communities.

Executive Order 87-04 requires:

(7) In renting, leasing or purchasing space for use by State agencies, the Director of [Enterprise Services] shall consider proposals from the owners of historical properties that are available and could potentially meet the State's requirements.

(8) In evaluating the alternatives for the location of State agencies in the purchase, rent or lease or space, the Director of [Enterprise Services] shall include historical significance as one of the criteria in selecting properties for State use.

Consideration will be given to proposals related to existing designated and registered historic buildings.

2.5 Cost

2.5.1 Lease Cost

All proposals submitted in response to this RFP should provide the lease rate and cost information, as well as any incentives and inducements. Information on estimated initial costs and operating costs should also be included.

Consideration will be given to the overall cost, the lease cost rate, the terms of the lease, inducements included and what is deemed to be in the best interest of the State.

End of Section 2

SECTION 3 EVALUATION

3.1 Process

The State's objective is to acquire the leased space that provides the overall best value to the State and to the AGENCY.

3.2 Initial Review

3.2.1 The Department will make an initial review and determination of which proposals, are most responsive to the RFP requirements and best meet Department needs. Proposals that do not meet one or more of the requirements in the RFP may be rejected and eliminated from participating in this RFP.

3.2.2 Each Proposer will be notified in writing if its proposal is rejected and the reason for such determination.

3.3 Site Visits and Proposal Presentations

The AGENCY may elect to conduct site visits to verify the information in some or all of the proposals and to facilitate further review of the proposals under consideration. DOC may (at DOC discretion) request that proposers or their authorized representatives be present at the site visits. DOC may (at DOC discretion) provide proposers an opportunity to make a presentation to DOC, and the community in which the facility may be sited, regarding their proposals. Presentations will be conducted either on site or at another location arranged ahead of time (at DOC discretion). If DOC requests presentations, DOC will contact proposers to confirm the date, time, and location of each presentation.

3.4 Evaluation of Proposals

3.4.1 The Department may reject any proposal not received by 4:00 P.M. on the Proposal Due Date. Rejected proposals will not be evaluated or considered responsive to this RFP12192.

3.4.2 The evaluation of proposals is done through a qualitative review. To the extent that the evaluation involves a quantification of various criteria, such quantification is considered as only one potential indicator of quality and value that is considered in the overall qualitative review. (See also Exhibit 1, Section 1.3) The evaluation will include an assessment of the criteria identified elsewhere in this RFP, how well a proposal meets the build out specifications and timelines, the unique needs of the Department and any other criteria deemed appropriate by the Department.

3.4.3 The conditional selection of an Apparent Successful Proposer(s) (ASP) will take into account the results of the analysis and evaluation of the proposals. Typically, DOC will select one ASP at a time, but reserves the right to select more than one ASP and commence negotiations simultaneously with multiple ASPs or in sequence with each ASP and then select the final proposal that DOC determines to be most favorable.

The term "ASP" is intended in the singular or plural sense depending on whether a singular entity or multiple entities are selected as ASP.

3.4.4 Evaluation Criteria Weighting

Proposals will be evaluated based on a variety of criteria as noted elsewhere in this RFP. The Department may, but does not commit to, applying a weight to any or all of the assessment criteria.

3.5 Notification of Proposers

3.5.1 Upon conditional selection of one or more proposals as the ASP, the ASP will be notified of their selection and other proposers will be notified that they were not selected. Such a selection does not represent a lease and does not commit the State to enter into a lease with this ASP.

3.5.2 The selection of a proposal is subject to negotiating and executing a lease, and may be also conditioned upon the prospective lessor satisfying specific conditions established by the Department or the State. It is assumed that the parties will make a good faith effort to negotiate a lease acceptable to the Department and the ASP.

3.5.3 If agreement is not reached, the Department reserves the right to terminate negotiations with the ASP and, if the Department desires to continue with the project, to pursue other avenues to achieve its goals. The options the Department may pursue include, but are not limited to: conditionally selecting another Apparent Successful Proposer, modifying the project requirements and requesting revised proposals, modifying and re-issuing the RFP, cancelling the RFP and conducting a Market Search, terminating the RFP without taking any further action.

End of Section 3

DEFINITIONS

EXHIBIT 2

Building Types

1. **Existing Space** is defined as a building including either:
 - (a) Footings, foundations and a roof in place for the required square footage; or
 - (b) Footings, foundations and a roof in place for 70% of the required square footage and the demonstrated ability to meet the required square footage requirements.
2. **Space Under Construction** is defined as a project including the following:
 - (a) A building permit; and
 - (b) A loan commitment (or proof of funds) necessary to complete the project;
3. **Planned Space** is defined as a project including the following:
 - (a) Authority from the controlling municipality to proceed with the construction of the project as contained in the following:
 - 1) Site plan approval, or local equivalent to proceed with the specific project; **and**
 - 2) SEPA determination of non-Significance (DNS) for the specific project; or
 - 3) Mitigated determination of non-significance (MDNS) for the specific project; **and**
 - (b) Lender's letter of credit or letter of interest.

Historic Properties

A determination of eligibility related to "historic" as referred to in Executive Order 87-04 means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not officially listed in the National Register (39 CFR 60.3(c)).

"Historic District" means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(D)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic places.

"Historic Property" means any prehistoric or Historic District, site, building, structure, or object included in or been determined to be eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (39 CFR 800.16(1)).

"National Register of Historic Places" means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the Historic Preservation Act (36 CFR 60.1).

FOR THE DEPARTMENT OF CORRECTIONS USE:

PROPOSAL NUMBER: Project 2020-311 DOC K12192



State of Washington
LEASE PROPOSAL FORM

Project Name:

DOC and City:

Project No:

Part I – Proposal Summary

A. Proposer/Lessor Information

1. Name of Proposer/Company:					
2. Proposer's or Company Owner's Name:					
3. Company Street Address:					
4. Company City:		State:		Zip Code:	
5. Company Phone Number:					
6. Company E-mail Address:					
7. Company Unified Business Identifier (UBI):					
8. Contact Name:					
9. Contact Phone:					
10. Contact E-mail:					

End of Part IA

B. Site Details (Information will be verified with local jurisdiction)				
1. Exact Street Address:				
2. City:		State		Zip Code: <input type="text"/>
3. Assessor's Parcel Number(s):				
4. Proposed BOMA Usable Square Footage:				
5. Proposed BOMA Rentable Square Footage:				
6. Floor number(s) for proposed space:				
7. Occupancy Date (date proposed premises is available for occupancy):				
8. Beneficial Occupancy (date proposed premises is available for beneficial occupancy):				
9. Specific Zoning Description (describe site's designated zoning as well as permitted uses):				
10. Describe any potential constraints or restrictions in the use of the building:				
11. The proposed space is:	<input type="checkbox"/> Existing Space <input type="checkbox"/> Under Construction <input type="checkbox"/> Planned			

End of Part IB

Part II – Environmental and Planning	
1a. Is the proposed space within a one hundred-year flood plain and/or special flood hazard area (WAC 236-100)	<input type="checkbox"/> Yes <input type="checkbox"/> No
1b. Attach a copy of the FEMA flood map showing the proposal and the surrounding area.	<input type="checkbox"/> Document Attached
2a. Has an Environmental Phase 1 study been completed for this facility.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2b. If yes, provide a summary document of the Environmental Phase I with this proposal.	<input type="checkbox"/> Document Attached <input type="checkbox"/> N/A
2c. Explain a “No” or “N/A” response to the Environmental Phase 1 question:	
2d. List all known concerns, actions completed or planned to resolve and / or remediate these concerns:	<input type="checkbox"/> N/A
3a. Are there any anticipated land development or building renovation issues, such as height restrictions, set back requirements etc.?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3b. If “Yes”, describe the potential issues and any proposed solution:	
4a. Has the proposer obtained a building permit connected with proposed renovations or completed steps in the site plan review process, or completed a pre-submission conference for site plan review or site plan review or similar process with the responsible permitting authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4b. If “Yes”, identify the step in the process that has been completed and provide the date and a brief summary of the results.	Step: Date:
4c. List any concerns identified through this phase and their potential impact to the proposed facility. Attach any official comments/response/documents from the permitting authority.	
4d. If “No” or “NA” – explain:	

End of Part II

Part III – Agency Program and Operational Needs

Leased Space Requirements

The “Leased Space Requirements” (LSR) document contains general information and performance standards for State leased facilities administered by the Department of Corrections. Where referenced below, please refer to the most current edition of the document found on the [Real Estate Services website](#).

Suitability for Program Operations

1. Describe how the Proposal will support and enhance the AGENCY’S mission, goals and objectives as defined in the Request for Proposals, Subsection 2.2 and AGENCY Addendum, including, but not limited to how the building will ensure separation as well as interface between employees and clients:
2. Describe how the Proposal will support the hours of operation of the AGENCY. The AGENCY expects its core hours of operation to be 24 hours per day, 7 days per week. Building access and operations are to be available throughout the entire term of the lease, 24 hours per day, 7 days per week:
3. Indicate if there are expansion opportunities and describe how they could be implemented, whether through additional space or more efficient layouts or other initiatives:

Service Area

4. Describe how the Proposal is situated within the identified boundaries and enhances the AGENCY’s delivery of services as well as facilitates employee and client access to the site:
5. Describe the aspects of this Proposal that are unique as it relates to how well the site is located within the defined Service Delivery Area:

Adjacency and Proximity

6. Describe any potential constraints or restrictions in the use of the proposed space based on requirements and specifications of this RFP:
- 7a. If there are other tenants in the facility, Identify other tenants by name and function:
- 7b. List any potential issues with existing tenants of the facility or neighborhood that may arise as a result of this AGENCY leasing the proposed space:
8. Identify any existing nearby public agencies and/or potential service partners and the distance of their facilities to the main public entrance of the proposed facility:
9. What type of basic services and amenities are within walking distance (approximately 1200 feet) of this proposed site?

10. Describe the surrounding neighborhood and how it would be compatible to the AGENCY's presence and operations:

Parking	
11a. What is the parking required by the local zoning code? What is the difference between that and the parking specified in the RFP and that as provided in proposal? Code #:	Code/Proposal:
11b. Number of on-site parking stalls included in the Proposal	
11c. Number of on-site accessible parking stalls for the disabled included in the Proposal:	
12a. Number of off-site parking stalls included in the Proposal or other parking available for AGENCY employees and clients, if any?:	
12b. Address and parcel # of any proposed off-site parking. Distance of any proposed off-site parking to/from the proposed site:	Address: Parcel #: Distance:
13. If the site is multi-tenanted, how will the AGENCY's parking spaces be identified?	
14. Describe the aspects of this proposal that <u>are unique</u> as it relates to access to nearby parking for the AGENCY employees and clients (note if the parking is free or paid):	

Public Transportation				
15a. What is/are the public transit routes (#s) and frequency of service in the area of the site, either on the street directly adjacent to the site or close by?				
15b. Type of Transit	At least once every half hour	Hourly	Daily	On-Call
Bus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Train/Light Rail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dial-a-ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If other, describe:				
16. What is the distance in feet to the nearest transit stop from the site's main public entrance?				
17. Are the nearest bus stops ADA accessible and is there an ADA accessible route from the bus stop to the building's main entrance? <input type="checkbox"/> Yes <input type="checkbox"/> No				
18. What are the other route numbers of public transit that have stops within ½ mile of the proposed facility?				
19. Describe how this proposal will support the Department employees and clients that either chose to use or are reliant on public transportation to get to the facility:				

20. Describe the aspects of this proposal that are unique as it relates to access to public transportation for the Department employees and clients:

Alternative Transportation Support

21. Describe the access and storage for alternative transportation modes other than single occupancy vehicles (such as bicycles, designated parking for alternative transportation methods, or plug ins for electric vehicles):

22. Will showers be available for this facility?
(Required by the LSR for space over 20,000 SF)

Yes, currently available
 Not currently available, will be available if selected
 Will not be provided in this proposal
 Will not be provided in this proposal – under 20,000 SF

Major Routes of Travel

23. Please list the nearest arterials and the distance to the nearest exits or access points to those arterials:

24. How far away is it from major arterials and freeways (if different from #23)?

Site Access

25. Describe how this proposal will provide employee and the public access to the site/facility and services by car, walking, bicycling etc:

26. How does the site access and layout minimize difficulties for pedestrians, whether from buses or cars in navigating to the site and then the entrance(s)?

Information Technology

27. Will the proposal be able to meet the requirements of the Department related to telecommunications distribution and rooms?

Yes, currently meets requirements
 No, but will be improved to meet requirements
 No, will not be improved to meet these requirements

Program Operations - Unique Program Needs

28. How will this proposal meet the Separate Entrance/Exiting Requirements for public and employees?

29. How will this proposal meet the Shared Facility Resources (Conference Rooms, Lunch Rooms, Rest Rooms, etc)?

30. How will this proposal meet the Separate Public and Employee areas?

31. How will this proposal meet the State Vehicle Parking requirements?

32. Provide any other ideas for accommodating unique program needs identified in the Department

Building Performance
Leadership in Energy and Environmental Design (LEED™) or Equivalent
33a. Is the proposed building LEED™ rated or equivalent? <input type="checkbox"/> Yes, currently LEED™ rated <input type="checkbox"/> Yes, will be improved to be LEED™ rated <input type="checkbox"/> No, will not be improved to meet these requirements
33b. If yes, identify the LEED™ rating or other standard and attach a copy of such rating with its certification:
33c. If no, explain why:

Energy Rating									
Please review the relevant specifications in the LSR									
34a. Provide a building Energy Star® rating score if available at this time. The State supports leasing in facilities with a national energy performance rating score of 75 or greater unless other specific statutory requirements are met as per RCW 19.27A.020 .									
<table border="1"> <tr> <td><input type="checkbox"/> Yes, 75 points or higher</td> <td>Rating:</td> <td>Date Attained:</td> </tr> <tr> <td><input type="checkbox"/> Yes, the building has received an Energy Star® rating lower than 75 points, but will be improved to meet the 75 points performance rate.</td> <td><input type="checkbox"/> No, but a preliminary energy audit will be conducted to identify the Energy Star® rating and energy saving strategies.</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Yes, but it has been determined that none of the energy saving strategies identified are cost effective within the proposed lease term.</td> <td><input type="checkbox"/> No, will not be improved to meet the 75 performance rate.</td> <td></td> </tr> </table>	<input type="checkbox"/> Yes, 75 points or higher	Rating:	Date Attained:	<input type="checkbox"/> Yes, the building has received an Energy Star® rating lower than 75 points, but will be improved to meet the 75 points performance rate.	<input type="checkbox"/> No, but a preliminary energy audit will be conducted to identify the Energy Star® rating and energy saving strategies.		<input type="checkbox"/> Yes, but it has been determined that none of the energy saving strategies identified are cost effective within the proposed lease term.	<input type="checkbox"/> No, will not be improved to meet the 75 performance rate.	
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<input type="checkbox"/> Yes, but it has been determined that none of the energy saving strategies identified are cost effective within the proposed lease term.	<input type="checkbox"/> No, will not be improved to meet the 75 performance rate.								
34b. If yes, but no cost saving strategies are cost efficient, describe why:									
34c. If any of the answers above indicated that that an Energy Star rating is not available and/or an energy audit has not been conducted, or will not be conducted, describe why below:									

Building Systems
Please review the relevant specifications in the Appendix A (LSR)
Heating, Ventilation, and Air Conditioning (HVAC) System
Please review the relevant specifications in the LSR
35a. Will the proposed building meet all of the HVAC requirements set forth in the LSR? <input type="checkbox"/> Yes, currently exceeds these requirements <input type="checkbox"/> Yes, currently meets these requirements <input type="checkbox"/> Yes, will be improved to meet these requirements <input type="checkbox"/> No, will not be improved to meet these requirements
35b. If the answer above indicated that this requirement will <u>not</u> be met, please describe why below:

35c. Please provide a detailed description of the existing HVAC system including its age, capacity, and energy source. If the system will be upgraded or replaced, provide details of proposed upgrade and/or system. When did the system last receive a maintenance review? What were the results? If repairs were made, what were they? Has there been a life cycle cost analysis performed on any of the installed equipment? If so, provide the analysis. What features of this proposal exceed the LSR? Attach documentation as necessary.

Electrical Capacity

Please review the relevant specifications in Appendix A (LSR)

36a. Will the proposed building meet all the electrical capacity requirements set forth in the LSR.

- | | |
|---|---|
| <input type="checkbox"/> Yes, currently meets all requirements | <input type="checkbox"/> Yes, will meet some, but not all of these requirements |
| <input type="checkbox"/> Yes, will be improved to meet all requirements | <input type="checkbox"/> No, will not be improved to meet these requirements |

36b. If the answer above indicated that this requirement will not be met, please describe why below:

Plumbing

Please review the relevant specifications in Appendix A (LSR)

37a. Will the proposed building meet all of the plumbing requirements set forth in the LSR?

- | | |
|--|--|
| <input type="checkbox"/> Yes, currently exceeds these requirements | <input type="checkbox"/> Yes, will be improved to meet these requirements |
| <input type="checkbox"/> Yes, currently meets these requirements | <input type="checkbox"/> No, will not be improved to meet these requirements |

37b. If the answer above indicated that this requirement will not be met, please describe why below:

Lighting

Please review the relevant specifications in Appendix A (LSR)

38a. Will the proposed building meet all of the lighting requirements set forth in the LSR?

- | | |
|--|--|
| <input type="checkbox"/> Yes, currently exceeds these requirements | <input type="checkbox"/> Yes, will be improved to meet these requirements |
| <input type="checkbox"/> Yes, currently meets these requirements | <input type="checkbox"/> No, will not be improved to meet these requirements |

38b. If the answer above indicated that this requirement will not be met, please describe below:

38c. Please provide a detailed description of the existing lighting system including its age, capacity, and energy source. If the system will be upgraded or replaced, provide details of proposed upgrade and/or system. When did the system last receive a maintenance review? What were the results? If repairs were made, what were they? Has there been a life cycle cost analysis performed on any of the installed equipment? If so, provide the analysis. What features of this proposal exceed the LSR? Attach documentation as necessary.

Elevators

Please review the relevant specifications in Appendix A (LSR)

39a. Will the proposed building meet all of the elevator requirements set forth in the LSR?

- | | |
|--|--|
| <input type="checkbox"/> Yes, currently exceeds these requirements | <input type="checkbox"/> Yes, will be improved to meet these requirements |
| <input type="checkbox"/> Yes, currently meets these requirements | <input type="checkbox"/> No, will not be improved to meet these requirements |

39b. If the answer above indicated that this requirement will not be met, please describe why.

Energy Management System (EMS)

Please review the relevant specifications in Appendix A (LSR)

39a. Will the building proposed meet all the requirements Stated in the LSR?

- | | |
|---|--|
| <input type="checkbox"/> Yes, currently meets these requirements | <input type="checkbox"/> No, will not be improved to meet these requirements |
| <input type="checkbox"/> Yes, will be improved to meet these requirements | |

39b. If the answer above indicated that this requirement will not be met, please describe why.

Building Envelope

Please review the relevant specifications in Appendix A (LSR)

40. Will the proposed building meet all the Building Envelope requirements set forth in the LSR? Please describe each of the Building Envelope components below:

- 40a. Building Exterior:
- 40b. Roof:
- 40c. Windows and Glazing:
- 40d. Doors:

- | | |
|---|--|
| <input type="checkbox"/> Yes, currently meets all requirements | <input type="checkbox"/> Yes, will meet some, but not all, of these requirements |
| <input type="checkbox"/> Yes, will be improved to meet all requirements | <input type="checkbox"/> No, will not be improved to meet these requirements |

41. If the answer above indicated that this requirement will not be met, please describe why.

Building Efficiency

42. Provide the floor load factor (rentable to usable factor) of the proposed space or facility. Describe how you derived this loading capacity:

43. Describe how the configuration of the proposed space or building maximizes space utilization efficiency:

44. Describe how this proposal minimizes the space required to be allocated for circulation:

45. Describe the column and shear wall spacing:

Lease Proposal Form

46. Describe how this proposal enhances staff interaction:
47. Describe how the building orientation and design enhances customer service:
48. Describe how the proposed building or space enhances flexibility of use and space planning flexibility:

Accessibility
49. Describe how the proposed site embodies the principle of “universal access”:
50. Describe how the design of the building provides clearly identifiable access from either the parking lot or the street/sidewalk for people with disabilities:

Historic Preservation	
51. Is the proposed building on listed on the National Historic Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
52. Is the proposed building certified as a Historic Landmark by a local Historic Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
53. If yes, attach applicable documentation or certification.	

End of Part III

Part IV – Proposed Lease Terms and Costs					
Proposed Lease Terms					
1a. Proposed rental rate per BOMA rentable square foot per year for a ten-year lease term:					\$
1b. Proposed rental rate per BOMA rentable square foot per year for a twenty-year lease term:					\$
Operating Expenses					
2a. Indicate the type of lease below:					
<input type="checkbox"/> Fully Serviced <input type="checkbox"/> Partially Serviced <input type="checkbox"/> Triple Net					
2b. If the proposed rent rate is partially serviced or triple net, select the operating expenses to be paid separately (check the box) and provide estimated cost of each below. If there are others, indicate. Additional documentation may be attached.					
Operating expense	Estimated Cost/SF/YR	Operating Expense	Estimated Cost/SF/YR	Operating Expense	Estimated Cost/SF/YR
<input type="checkbox"/> Janitorial		<input type="checkbox"/> Sewer		<input type="checkbox"/>	
<input type="checkbox"/> Electricity		<input type="checkbox"/> Garbage		<input type="checkbox"/>	
<input type="checkbox"/> Natural Gas		<input type="checkbox"/> Other		<input type="checkbox"/>	
<input type="checkbox"/> Water		<input type="checkbox"/> Light Bulbs		<input type="checkbox"/>	
<input type="checkbox"/> Restroom Supplies		<input type="checkbox"/> Landscaping		<input type="checkbox"/>	
2c. If OTHER , describe below:					
3. Describe any potential initial costs that could be the responsibility of the Department:					
4. List any other charges or fees that are proposed as the responsibility of the Department and define the approximate/estimated costs below (such as parking).					
Inducements					
5a. Does your Proposal include additional incentives or inducements to the Department?					<input type="checkbox"/> Yes <input type="checkbox"/> No
5b. If YES , please describe the proposed incentives or inducements below:					

End of Part IV

ACKNOWLEDGEMENT AND CERTIFICATION

Part V – Proposer Statement			
<p>Proposers acknowledge and certifies that Proposer is authorized to submit this Proposal. Proposer acknowledges and certifies that Proposer has read and fully understands all the terms and conditions of this RFP and that the Proposal complies with the requirements of this RFP and any errors or omissions are the Proposer’s responsibility. Proposer represents and warrants that all information and statements submitted in response to this RFP are complete and accurate to the best of the Proposer’s knowledge.</p>			
Proposer’s Signature		Title:	Date:
Proposer’s Printed Name			
Name of company Proposer represents			

End of Part V

EXHIBIT 4 Alternatives to Performance Criteria and Specifications

All proposals must comply with performance criteria and specifications as described in the *Leased Space Requirements, 1.0 Edition; the New Space Addendum, 1.0 edition; and the applicable agency addendum (when required)*. Proposers are encouraged to offer more cost effective alternatives without compromising building performance using the format below:

Please Note: Acceptance of a proposal shall not indicate the State’s acceptance of non-conforming work and work not meeting the minimum criteria as set forth in the *Leased Space Requirements, 1.0 Edition; the New Spacer Addendum, 1.0 edition; and the applicable agency addendum (when required)*.

- The proposal must clearly identify and explicitly define any deviations from the performance criteria and specifications of the *Leased Space Requirements* and/or agency addendum.
- The proposed alternatives shall clearly identify why the acceptance of the proposed alternative would be advantageous to the State.
- The burden of proof of the merit of any proposed alternative is the responsibility of the Proposer.
- The Department reserves the right to allow all Proposers an opportunity to submit revised Proposals based upon revised requirements.

Please provide information in the following format regarding alternatives to the performance criteria and specifications that you offer. (You may add additional rows if necessary):

Format for Proposing Alternatives

Page #	Section #	Category/ Title	Item	Alternative Proposed	Benefit to the Department

EXHIBIT 5, PROPOSAL CHECKLIST (Rev April 7, 2014)

The Proposal Submission must include this Checklist and the following documents:

Check Mark	Required Documents	If NOT Included, why not? (attach documentation if needed or appropriate)
	Letter of interest , describing company and experience	
	A separate signed Lease Proposal Form for each facility location proposed. Completed with Acknowledgments and Certifications (when appropriate)	
	Proof that you own or control the property and/or that you represent the property owner.	
	An area map that identifies the building location, major arterials and public transportation routes.	
	<p>A detailed site layout (to scale, 11" x 17" or 8.5" x 14" preferred) in visual schematic form, indicating true north, to:</p> <ul style="list-style-type: none"> • Show building orientation and relationship to the site; ingress and egress for autos and pedestrians; access and traffic flow; parking and number of stalls; vehicle and pedestrian circulation pattern and loading/service area; and location of exterior lights and signage. • Show potential areas for future expansion. • Show accessibility pathways to site, through site, and to building entrances 	
	<p>One scaled hard copy of the shell and core plan for each floor included in the proposed premises is required. Proposers are encouraged to also provide one electronic version (AutoCAD preferred.)</p> <p>At a minimum, the shell and core plan must include:</p> <ul style="list-style-type: none"> • All structural elements and limitations (columns, load bearing walls, etc.) • All entrances and exits • All existing non-structural partitions • All existing windows • All existing restrooms • All elevators and stairwells • All mechanical, electrical, and telecommunications rooms • Display of building elevations (photos if an existing building) showing exterior materials, window treatment and sill and head height and spacing. • For existing facilities: Provide description of the roof type and construction, date of the most recent roof replacement and a history of the repairs made since the most recent replacement. 	
	<p>For All facilities: Documentation showing the current zoning and appropriate use.</p> <p>For Space Under Construction and Planned Space: Documentation of the current status of the proposer's construction permit or site plan approval and SEPA determination.</p>	
	<p>Building sections showing:</p> <ul style="list-style-type: none"> • Length and width of building, • Wall materials, thickness, • Floor-to-floor heights, • Ceiling heights and • Overall building heights. 	

EXHIBIT 5, PROPOSAL CHECKLIST (Rev April 7, 2014)

	<p>A detailed HVAC system narrative including (but not limited to):</p> <ul style="list-style-type: none"> • HVAC Zoning • Energy conservation features • HVAC control system(s) used • Use of outside air and • Filtration system and efficiency. <p>Attach additional documentation as necessary.</p>	
	<p>A detailed electrical system narrative including (but not limited to):</p> <ul style="list-style-type: none"> • A narrative of the lighting system to include the age of the lighting system (if existing). • A verification of the electrical service capacity available in the proposed space • A description of the existing or planned data service to the proposed space • A description of any existing or planned cable management plan <p>Attach additional documentation as necessary</p>	
	<p>For Existing Space: Energy Star® rating or energy audit results for the previous 12 months.</p> <p>For Proposed Space or Space Under Construction: A narrative describing the anticipated Energy Star® rating of the proposed space and a description of the methodology used to derive this anticipated Energy Star® rating.</p> <p>Attach additional documentation as necessary.</p>	
	<p>A description of any existing or planned building access security system</p>	
	<p>Documentation of sustainable program certifications (LEED, Green Globe, SBA, etc.) included in the proposal (if any)</p>	
	<p>Alternatives (or exceptions to) (if any) to Leased Space Requirements and/or agency addendum (when required) Addendum, and any other performance requirement (Using the form in Exhibit 4.)</p>	
	<p>Additional supporting attachments/documents if needed and / or appropriate.</p>	

“Sample” DOC COMMERCIAL LEASE AGREEMENT “Sample”

PARTIES:

LESSOR:

**LESSEE: THE STATE OF WASHINGTON,
DEPARTMENT OF CORRECTIONS.**

Tax Parcel No. XXX

Legal: Lot X, Block X, XXX

RECITALS:

- A. This Lease (the “Agreement”) results from RFP#12192, Work Release Expansion Project, issued by the Department of Corrections on December 27, 2019;
- B. This Agreement is made between the Lessor and the Lessee above named; and
- C. The leased Premises consist of that property commonly known as street address (hereinafter referred to as the “Premises”) more fully described as follows:

Legal Description Here

- D. Lessee has been in possession of the Premises for approximately # years.
- E. Lessee desires to lease the Premises, with a Right of First Opportunity to Purchase.
- F. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party hereto by the other party hereto, shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, sent by registered or certified mail, addressed as follows:

LESSOR:

WITH A COPY TO:

LESSEE: DEPARTMENT OF CORRECTIONS
Attn:
PO Box 41112
Olympia, WA 98504-1112

WITH A COPY TO:

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1. AGREEMENT DATA AND EXHIBITS

Leased Property

Section 1.01

The Premises and all fixtures and personal property thereon. The Premises shall be used to house incarcerated individuals transitioning to living and working in the community. The Premises shall, at a minimum, have capacity to comfortably house and support number of residents and number of DOC personnel.

Term

Section 1.02

The term of this Agreement shall be from January 1, 2017 to December 31, 2019, unless terminated prior to the end of 2017 by either party, or unless terminated sooner pursuant to the terms of his Agreement.

If the Lessor, in its sole discretion, elects to lease the Premises at the end of the term of this Lease, Lessor shall notify Lessee in writing and no less than one hundred eighty (180) days prior to expiration of the Lease, of Lessee's Right of First Opportunity to extend the term of this Lease ("Renewal Option"). If Lessee is not in default beyond expiration of any applicable cure period of a monetary covenant or a material non-monetary covenant under this Lease at the time of the offer of the Renewal Option, Lessee may exercise the Renewal Option upon giving Lessor written notice of such exercise not less than one hundred fifty (150) days prior to the expiration of the Term. The exercise of the Renewal Option shall not be construed as acceptance of the terms of renewal, but rather as acceptance of the opportunity to negotiate a renewal. It is the intention of the parties to avoid forfeiture of Lessee's right to renew the Term of this Lease under any of the protocol set forth in this section through inadvertent failure to give notice of exercise thereof within the time limits prescribed. Accordingly, if Lessee should fail to give notice to Lessor of

Lessee's election to exercise the Renew Option, Lessee shall not be deemed to forfeit its right to renew until such time as Lessor gives ten (10) days written notice to Lessee that Lessee's notice to exercise Renewal Option is due, and only upon Lessee's failure to accept such Renewal Option within the additional 10-day notice period shall Lessee's Right of First Opportunity be forfeited.

The Rent for any Renewal Term shall be _____.

In the event Lessee exercises its option to renew and the final determination of The Rent has not been made prior to the commencement of the renewal term, then the Lessee shall pay the amount of monthly rent due and owing for the final month of the original term until such time that a final determination of "fair market rent" is made. Upon final determination of The Rent, Lessee shall, within ten (10) days, pay Lessor any difference between the rent agreed upon and the amounts paid for rent during the renewal term.

ARTICLE 2. PAYMENTS

Rental Payments

Section 2.01.

Lessee agrees to pay to Lessor monthly rent as follows:

- 1) Base Rent: Base rent for the Premises is: \$ XX per month from January 1, 2017 – December 1, 2019. Rent shall not increase during the initial term of this Agreement. Payment shall be made upon submission of a properly executed voucher to Lessee, which voucher shall be deemed submitted when mailed by regular mail, postage prepaid, to:

DEPARTMENT OF CORRECTIONS

Specialty Payments

PO Box 41107

Olympia, WA 98504

- 2) Rental shall be due on the first day of each month during the term of this Lease.
- 3) Payment of Operating Costs shall be negotiated between the Parties. "Operating Costs," as used in this Lease, refers to the aggregate of all expenses, costs and disbursements of every kind and nature relating to or incurred or paid during the Term in connection with the ownership, operation and maintenance of the Premises or the equipment, fixtures and facilities used in connection therewith.

Lessor shall be responsible for:

Lessee shall be responsible for:

Lessor's acceptance of less than the full amount of any payment due from Lessee shall not be deemed a waiver, an accord and satisfaction or compromise of such payment unless Lessor specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Lessor claims.

4) Real Property Tax Payments: Real property taxes and assessments levied or assessed against the Premises during the term of this Agreement by any governmental entity, including any special assessments imposed on or against the Premises, shall be paid by Lessor as Premises owner. The term "Taxes" shall mean any form of real estate tax or assessment imposed on the Premises by any authority, including any city, state or federal government, or any improvement district, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, or against rent paid for leasing the Premises. "Taxes" shall exclude any net income tax imposed on Lessor for income that Lessor receives under this Lease.

5) Insurance Premiums: Lessor's expenditures for insurance premiums for the Premises against property damage, earthquake, liability, boiler and an umbrella liability policy shall be Lessor's responsibility.

6) Lessee shall maintain workers' compensation insurance of the type and limits required by law for its workforce.

7) Automobile coverage for Lessee is provided through the State Agency Self-Insurance Liability Program.

8) Lessee shall provide Lessor a Certificate of Insurance issued by the Office of Risk Management verifying that the Lessee is covered under the Self Insurance Liability Program for liability claims with a combined single limit of at least \$5,000,000.00 and general aggregate limit per location of at least \$5,000,000.00, product-completed operations aggregate limit of \$5,000,000.00, and personal and advertising injury limit of \$5,000,000.00, or such higher amounts as Lessor may from time to time reasonably designate by not less than thirty (30) days written notice. If Lessee is unable to provide the aforementioned Certificate of Insurance, Lessee shall then maintain a policy of Commercial General Liability insurance with a combined single limit of at least \$5,000,000.00 and general aggregate limit per location of at least \$5,000,000.00, product-completed operations aggregate limit of \$5,000,000.00, and personal and advertising injury limit of \$5,000,000.00, or such higher amounts as Lessor may from time to time reasonably designate by not less than thirty (30) days written notice. The amount of any deductible or self-insured retainage shall not exceed \$5,000.00. Such policy shall not contain any non-standard exclusions or endorsements. The policy or policies shall name Lessor and Lessor's lender as additional insureds (ISO CG 20 26 endorsement or equivalent), and shall insure Lessee's activities and those of Lessee's employees, officers, contractors, licensees, concessionaires, sub-Lessees, agents, servants, employees, guests,

invitees and visitors with respect to the Premises and Building against loss, damage or liability for personal injury, bodily injury including death, and loss or damage to property, including contractual liability assumed under Article 16 of this Lease. The insurance shall be written on an occurrence basis, shall be primary and noncontributory with any liability insurance carried by Lessor, shall provide that defense shall be provided as an additional benefit and not included within the limit of liability.

Late Payments

Section 2.02.

If any sums payable by Lessee to Lessor under this Lease are not received by the tenth (10th) day of each month, Lessee shall pay Lessor in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Lessee to Lessor and not paid within five days of the due date shall, at Lessor's option, bear interest at the rate announced as the Prime Rate by Bank of America plus one percent, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

The parties agree that such late charge represents a fair and reasonable estimate of the costs the Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent the Lessor from exercising any of the other rights and remedies granted hereunder.

In the event that a late charge is payable in this agreement or otherwise, whether or not collected, for three (3) installments of rent in any 12-month period, then rent shall automatically become due and payable quarterly in advance, rather than monthly notwithstanding any other provision of this Lease to the contrary. In addition to the late charges provided for in this section, interest shall accrue on rent or any other sums due hereunder, at the rate of one percent (1%) per month from the date due until paid.

All payments under this paragraph shall be directly deposited into Lessor's bank account at such account as Lessor may give to Lessee in writing, or made to the Lessor at the address stated for the Lessor above, unless written instructions to the contrary have been given to the Lessee by the Lessor. The failure of the Lessee to pay as specified in this paragraph shall be deemed a breach of the agreement, entitling the Lessor to implement the remedies contained within Article 10 of this agreement.

ARTICLE 3. USE OF PREMISES

Permitted Use

Section 3.01.

During the term of this agreement the Premises shall be used as a minimum security detention facility, including ancillary offices, and for no other purpose without the written consent of Lessor.

Insurance Hazards

Section 3.02.

Lessee shall not commit or permit the commission of any acts on the Premises, or use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. Lessee shall, at its own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and the improvements on the Premises.

Waste and Nuisance

Section 3.03.

Lessee shall not commit or permit the commission by others of any waste on the Premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance, as defined by Washington law, on the Premises; and, Lessee shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 3.04.

Except as otherwise provided in this agreement, Lessee shall at Lessee's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of the Premises whether those statutes, ordinances, regulations, and requirements are now in force or subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any governmental entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall constitute grounds for termination of this agreement by Lessor.

Hazardous Materials

Section 3.05

Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Lessee, its agents, employees, contractors or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. Lessee shall immediately notify Lessor of any inquiry, investigation or notice that Lessee may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property,

Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that Lessor's approval of such actions shall first be obtained, which approval may be withheld at Lessor's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this Section 3.05 shall survive expiration or termination of this Lease.

Notwithstanding the foregoing, Lessee may use commercially available cleaning and office supplies that may contain Hazardous Materials provided that Lessee uses all such product in strict compliance with manufacturers suggested use and warnings contained on the product.

Access and Right of Entry

Section 3.06.

After 48 hours written notice from Lessor (except in cases of emergency, where no notice is required), Lessee shall permit Lessor and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements subject to the security requirements of the Lessee. This Section shall not impose any repair or other obligation upon Lessor not expressly stated elsewhere in this Lease. After 48 hours written notice to Lessee, Lessor shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders, and to prospective Lessees within 90 days prior to the expiration or sooner termination of the Lease term, and for posting "for lease" signs within 90 days prior to the expiration or sooner termination of the Lease term.

ARTICLE 4. TAXES AND UTILITIES PAID BY LESSEE

Utilities

Section 4.01.

Lessee shall pay, and hold Lessor and the Premises of Lessor free and harmless from charges for the furnishing of gas, water, sewer, electricity, telephone service, garbage pickup and disposal, LID assessments and any other public utilities to the Premises used by Lessee during the term of this Agreement.

Personal Property Taxes

Section 4.02.

Lessee shall pay before they become delinquent all personal property taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about the Premises including, without limiting the generality of the other terms used in this section, any shelves, counters, partitions, fixtures or equipment brought on the Premises by Lessee.

ARTICLE 5. ALTERATIONS AND REPAIRS

Condition of Premises

Section 5.01.

Lessee acknowledges the clean condition of the Premises.

Indemnity

Section 5.02.

As a state agency, Lessee does not have authority to enter into a contract that agrees to hold another party harmless and to indemnify the other party for its loss. No party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this agreement by any other party. Each party shall be responsible only for the acts and omissions of its own officers, employees and agents, and not shall be considered the agent of the other.

Maintenance, Repair and Replacement

Section 5.03.

Lessee shall, at its sole expense, maintain the portions of the Premises that it leases in good condition, as defined by DOC Capital Programs and agreed to by Lessor. Lessee shall not damage the Premises beyond usual wear and tear and shall promptly repair any damage or injury done by Lessee or its employees, agents, contractors, or invitees.

Lessor's maintenance shall include, but not be limited to, the Premises roof, foundation, and exterior. Lessor shall maintain the Premises in good condition, as defined by DOC Capital Programs, and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises. Notwithstanding anything in this Section to the contrary, Lessee shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Lessor or its agents, employees, contractors or invitees therein.

Sprinkler System

Section 5.04.

Lessor shall maintain in good and proper condition the sprinkler system now installed on the Premises. In the event such system or any of its appliances shall be damaged or injured or not be in proper working condition by reason of any negligence or fault of the Lessee, its agents, servants, employees, or visitors or otherwise, the Lessee shall forthwith make such repairs as may be needed and restore the system to a good working condition. In the event that the Board of Fire Underwriters or the Fire Insurance exchange or any bureau, department, or official of the state or municipal government shall require or recommend that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied by reason of the business conducted by the Lessee or the location of partitions, trade fixtures, or the contents of the Premises or if any such changes modifications, additional sprinkler heads, or other equipment become

necessary for any reason whatsoever, the same shall be promptly made and supplied and the cost shall be shared evenly by the Lessor and the Lessee.

Standards

Section 5.05.

The necessity for and adequacy of structural repairs to the Premises and adjoining areas shall be measured by the standard which is appropriate for improvements of similar construction and class, provided that the Lessor shall in any event make all repairs necessary to avoid any structural damage or injury to the building.

Appearance and Safety

Section 5.06.

Lessee shall maintain all portions of the Premises and adjoining areas in a clear and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions. In addition, Lessee shall service the elevator and contract for pest/rodent control.

Alterations and Improvements

Section 5.07.

Lessee may make alterations, additions or improvements to the Premises ("Alterations") with the prior written consent of Lessor. The term "Alterations" shall not include the installation of shelves, movable partitions, Lessee's equipment, and trade fixtures which may be performed without damaging existing improvements or the structural integrity of the Premises, and Lessor's consent shall not be required for Lessee's installation of those items. Lessee shall complete all Alterations at Lessee's expense in compliance with all applicable laws and in accordance with plans and specifications approved by Lessor, and using contractors approved by Lessor. Lessor shall be deemed the owner of all permanent Alterations.

Inspection by Lessor

Section 5.8.

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises, upon receipt of 48 hours prior written notice from the Lessor and any Lessee requested security or background check, at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of this agreement, for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises, for the purpose of performing Lessor's duties under this Agreement or for the purpose of showing the Premises to prospective Lessees.

Surrender of Premises

Section 5.10.

On expiration or sooner termination of this Agreement, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this Agreement, excluding reasonable wear and tear.

ARTICLE 6. INSURANCE

Property Insurance

Section 6.01.

If Lessor's property insurance coverage for the Premises has a deductible clause, Lessee shall be liable for such deductible amount in the event of an insured loss except for a loss cause by the sole negligence of Lessor.

The Lessor will not insure Lessee's fixtures, equipment or lessee improvements unless the Lessee improvements have become a part of the Premises. Lessee shall insure its own fixtures, equipment and Lessee improvements that have not become a part of Lessor's property.

Public Liability and Public Property Damage Insurance

Section 6.02.

Lessee shall, reimburse Lessor for Public Liability, Public Property Damage, and Loss of Rents Insurance for the Premises.

Lessee's Personal Property

Section 6.03.

Lessee may at its option, during the full term of this agreement and any renewals or extensions thereof, maintain at Lessee's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in Washington insuring for their full insurable value all fixtures and equipment and, to the extent possible, all merchandise that is in or on the Premises during the term of this agreement against damage or destruction by fire, theft, or the elements. Should Lessee obtain insurance coverage for its personal property a copy will be provided Lessor.

ARTICLE 7. SIGNS AND TRADE FIXTURES

Installation and Removal of Trade Fixtures

Section 7.01.

Lessee shall have the right at any time, and from time to time during the term of this Agreement, at Lessee's sole cost and expense, to install and affix in, to, or on the Premises such items, herein called "trade fixtures," for use in Lessee's trade or business that Lessee may, in Lessee's sole discretion, deem advisable. Any and all such trade fixtures that can be removed without structural damage to the Premises or any building or improvements on the Premises shall, subject to Section 7.02 of this agreement, remain the property of the Lessee and may be removed by Lessee at any time before the expiration or earlier termination of this Agreement, provided Lessee repairs any damage caused by the removal.

Unremoved Trade Fixtures

Section 7.02.

Any trade fixtures described in this Article that are not removed from the Premises by Lessee within thirty (30) days after the expiration or earlier termination, regardless of cause, of this Agreement shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed.

Signs

Section 7.03.

Lessee may erect, maintain, permit and from time to time remove any signs in or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall comply with all requirements of any governmental authority with jurisdiction.

ARTICLE 8. DESTRUCTION OF THE PREMISES

Abatement of Rent

Section 8.01.

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.

In the event Lessee is able to continue partial operation of its business, Lessee shall continue to pay the monthly rent, taxes and insurance reimbursements provided for under this Agreement, but the monthly rent, taxes and insurance reimbursements shall be reduced during the period of repair, restoration, or rebuilding by the percentage of reduction in Lessee's usage of the Premises for each full month immediately preceding the month for which rental is due.

ARTICLE 9. CONDEMNATION

Total Condemnation

Section 9.01.

If at any time during the term of this agreement, title and possession of all of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity, this agreement shall terminate as of 12:01 A.M. of the date actual physical possession of the Premises is taken by the agency or entity exercising the power of eminent domain, and both Lessor and Lessee shall thereafter be released from all obligations under this agreement, except those described in Section 9.04.

Termination Option for Partial Condemnation

Section 9.02.

If at any time during the term of this agreement, title and possession of only a portion of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity, Lessee may, at Lessee's option, terminate this agreement. If Lessee elects to exercise the option granted under this section, Lessee shall give Lessor at least thirty (30) days prior written notice within twenty (20) days after Lessee receives notice of the taking that designates the precise area of the Premises to be taken. This agreement shall terminate as of the date specified for termination in Lessee's notice, or on the date actual physical possession of the Premises is taken by the public or quasi-public agency or entity, whichever date is earlier.

Partial Condemnation without Termination

Section 9.03.

If Lessee fails to exercise the option described in Section 9.02 of this agreement:

(a) This agreement shall terminate as to the portion of the Premises taken by eminent domain as of 12:01 A.M. of the day actual physical possession of that portion of the Premises is taken by the agency or entity exercising the power of eminent domain (the "date of taking");

(b) The rent specified in ARTICLE 2 of this agreement shall, after the date of taking, be reduced by an amount that bears the same ratio to the rent specified in ARTICLE 2 of this agreement as the square footage ground area of the portion of the Premises taken under the power of eminent domain bears to the total square footage ground area of the Premises as of the date of this agreement.

Condemnation Award

Section 9.04.

If at any time during the term of this agreement, title and possession of all or any portion of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking shall be awarded to and be the sole property of the Lessor.

ARTICLE 10. DEFAULT, ASSIGNMENT AND TERMINATION

Restriction Against Subletting or Assignment

Section 10.01.

Lessee shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Lessor's written consent which may be given or withheld in Lessor's sole discretion. Consent to any Transfer shall not operate as a waiver of the necessity for Lessor's consent to any subsequent Transfer.

Default Defined

Section 10.02.

The occurrence of any of the following shall constitute a material default and breach of this agreement by Lessee:

(a) Any failure by Lessee to pay the rent or to make any other payment required to be made by Lessee under this agreement;

(b) The abandonment or vacation of the Premises by Lessee of fourteen (14) consecutive days shall constitute an abandonment or vacation for the purposes of this agreement; or

(c) A failure by Lessee to observe and perform any other provision of this agreement to be observed or performed by Lessee, when that failure continues for ten (10) days after written notice of Lessee's failure is given by Lessor to Lessee; provided, however, that if the nature of that default is such that it cannot reasonably be cured within a ten (10) day period, Lessee shall not be deemed to be in default if Lessee commences that cure within that ten (10) day period and thereafter diligently prosecutes it to completion.

Termination of Agreement and Recovery of Damages

Section 10.03.

In the event of any default by either Party under this agreement, in addition to any other remedies available to the non-defaulting Party at law or in equity, the non-defaulting Party shall have the right, but not the obligation, to terminate this agreement by giving written notice of the termination to the defaulting Party.

Lessor's Right to Relet

Section 10.04.

In the event Lessee breaches this agreement, and Lessor has followed the procedures set forth in section 10.02 regarding default, Lessor may enter on and relet the Premises or any part of the Premises to a third party or third parties for any term, at any rental, and on any other terms and conditions that Lessor in its sole discretion may deem advisable, and shall have the right to make alterations and repairs to the Premises. In the event Lessor relets the Premises, Lessee shall pay all rent due under and at the times specified in this agreement, less any amount or amounts actually received by Lessor from the reletting.

Waiver of Breach

Section 10.05.

The waiver by Lessor of any breach by Lessee of any of the provisions of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this agreement. The waiver by Lessee of any breach by Lessor of any of the provisions of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessor either of the same or another provision of this agreement.

ARTICLE 11. MISCELLANEOUS

Force Majeure - Unavoidable Delays

Section 11.01

If the performance of any act required by this agreement to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

Attorney's Fees

Section 11.02.

If any litigation or arbitration is commenced between the parties to this agreement concerning the Premises, this agreement, or the rights and duties of either party in relation to the Premises or to this agreement, each party shall pay its own attorney's fees and costs (including experts' fees).

Binding on Heirs and Successors

Section 11.03.

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

Partial Invalidity

Section 11.04.

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this agreement shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

Section 11.05.

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the agreement term created under this agreement, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. This agreement supersedes all prior agreements of the parties with regard to any subject matter herein addressed.

Time of Essence

Section 11.06.

Time is of the essence in this agreement.

Applicable Law

Section 11.07.

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Venue

Section 11.08.

Venue for any cause of action under this agreement is King County, State of Washington.

Dispute Resolution

Section 11.09.

The Parties agree to attempt to resolve all disputes arising out of this Agreement by mediation.

Any Party desiring mediation may begin the process by giving the other Party a written Request to Mediate, describing the issues involved and inviting the other Party to join with the calling Party to name a mutually agreeable mediator and a time frame for the mediation meeting. The Parties and mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential as may be permitted under Chapter 42.56 RCW, Public Records Act, and non-discoverable in subsequent arbitration or litigation, if any. If the Parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by the Parties, and the dispute shall be at an end.

If the result of the mediation is a recognition that the dispute cannot be successfully mediated, or if either Party refuses to mediate or to name a mutually acceptable mediator and a time frame for mediation within fourteen (14) days of receipt of a written Request to Mediate, then the Parties shall submit the matter to binding Arbitration.

Except for injunctive relief, any dispute thus arising between the Parties to this agreement regarding the rights, terms or conditions therein contained shall be submitted to a single arbitrator at Judicial Dispute Resolution LLC, (or another arbitrator mutually agreed to by the Lessor and Lessee) for binding arbitration. The designated arbitrator shall render a decision which decision may be entered into a King County, State of Washington, Superior Court judgment by any Party and so enforced.

Recording of Agreement

Section 11.10.

Lessor and Lessee may execute a short form of this agreement for purposes of recording the rights of the parties in King County, State of Washington.

Security Measures

Section 11.11.

Lessee hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of Lessee, its agents, and invitees from acts of third parties.

Payment Classification

Section 11.12.

Any monetary obligation of Lessee to Lessor under the terms of this agreement shall be deemed to be rent.

Holdover

Section 11.13.

If Lessee shall, without the written consent of Lessor, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Washington law. During such tenancy, Lessee agrees to pay to Lessor the same rate of rental last payable under this Lease, unless a different rate is agreed upon by the Parties. All other terms of the Lease shall remain in effect.

ARTICLE 12. RIGHT OF FIRST REFUSAL

Time/Manner of Exercise

Section 12.01.

In further consideration of this lease agreement, during the term of this Lease, and provided that Lessee is not in material default under any term or provision of the agreement, Lessee shall have the right of first refusal to purchase the Premises, including any personal property and improvements thereon as follows:

(a) If Lessor receives a written offer for sale of the premises which Lessor desires to accept, before accepting the offer, Lessor shall first give written notice to Lessee and provide a copy of the offer to Lessee. The offer must contain all material terms relating to the proposed purchase and sale, including but not limited to, the name and address of the proposed purchaser and the price and terms.

(b) For ninety (90) days after notice is received by Lessee, Lessee shall have the right to purchase the premises upon the terms set forth in the offer, PROVIDED THAT, if Lessee elects to exercise its right to purchase, the time for closing in the offer shall be extended by the time remaining on Lessee's 90 day term for acceptance. For example, if Lessee gives Lessor notice of exercise of their right to purchase on the 40th day, then the offer time limit for closing shall be extended by 50 days.

(c) If such right is not exercised by Lessee, Lessor may sell premises in accordance with the terms and conditions and to the person(s) described in the offer.

Credits

Section 12.02.

If Lessee shall exercise this right, Lessee shall receive credit towards the purchase price only for any prepaid rent paid to Lessor that has not been applied to Lessee's rental due under this agreement.

ARTICLE 13. MORTGAGE SUBORDINATION AND ATTORNMENT.

So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within fifteen (15) days of written request by Lessor, the state's standard Subordination, Non-Disturbance and Attornment Agreement which has been approved as to form by the Office of the Attorney General. A \$250.00 processing fee will be assessed for processing this document.

Lessee shall attorn to the holder of any Lessor's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Lessor's Mortgage provided such person(s) assume the obligations of Lessor under this Lease. Notwithstanding the foregoing, Lessee's obligations under this Section are conditioned on the holder of each Lessor's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Lessor's Mortgage not disturbing Lessee's occupancy and other rights under this Lease, so long as no uncured Event of Default exists.

ARTICLE 14. ESTOPPEL CERTIFICATES.

So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to issue, within fifteen (15) days of written request by Lessor, the state's standard Estoppel Letter which has been approved as to form by the Office of the Attorney General. A \$250.00 processing fee will be assessed for processing this document.

If Lessee shall fail to respond within fifteen (15) days of receipt by Lessee of a written request by Lessor as herein provided, Lessee shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Lessor to a prospective purchaser or mortgagee

ARTICLE 15.

Effective Date.

This agreement shall be deemed effective as of January 1, 2017.

ARTICLE 16. SIGNATURE AUTHORITY

Each signatory hereto certifies their authority to sign on behalf of the entity indicated, and documentation evidencing the authority of the undersigned Assistant Attorney General to approve this document in that capacity is attached hereto.

Approved as to form:

Assistant Attorney General Date

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ISSUES LIST

Proposers: Use this form to respond to item **(C) Information and Instructions for Proposers** on page 3 of Work Release Siting RFP12192.

Item	Reference Document and Section #	Issue	Proposer's Proposed Solution/Rationale
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Leased Space Requirements

Revised July 2005

This document comprises the basic requirements and the minimum quality standards and performance criteria required for all State leased projects administered by the Department of Enterprise Services, Real Estate Services (RES).

Revisions to this document will be approved and issued by RES in the form of Addenda.

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PART A GENERAL INFORMATION

A0 PURPOSE AND GENERAL OVERVIEW

The purpose of Leased Space Requirements, along with any RES-approved addenda, is to provide basic requirements and performance criteria to Lessors and their consultants who are providing new and renovated facilities leased by the State of Washington through the Department of Enterprise Services, Real Estate Services (RES). This document may be accessed electronically at the following website: <http://www.des.wa.gov/RES/LSR2005.doc>

The information contained in Sections A2, A3, A4 and A5 are the minimum basic requirements for all spaces leased by the State of Washington, including the site, and shall be included in the Lessor's proposal at the Lessor's sole cost and expense. Divisions 1-16 are the minimum performance and quality specifications for all State-leased projects. Requests for exceptions to these requirements must be submitted in writing to the RES Architect for approval prior to submittal of the construction bid (see Section A2.4).

A1 DEFINITIONS

A1.1 ADDENDUM

AGENCY ADDENDUM: a tenant-generated, RES-approved document describing items or conditions in addition to or exceeding the Basic Requirements delineated in Leased Space Requirements. This document is an integral part of the Advertisement for Space, and all costs associated with its directives shall be the Lessor's responsibility.

RES ADDENDUM: a RES-generated document describing items or conditions in addition to or exceeding the Basic Requirements delineated in Leased Space Requirements. This document is an integral part of the project bid package with the RES-approved plans and specs, and all additional costs associated with its directives shall be itemized on the Construction Bid Cost Breakdown Form submittal.

A1.2 ADDITIONAL TENANT IMPROVEMENTS

Specific project requirements that exceed the Basic Requirements delineated in Parts A4 and A5. Lessor shall itemize these costs on the Construction Bid Cost Breakdown Form (see Part B for instructions and a copy of the form).

A1.3 APPROVAL

Reviewed by the Project Team and authorized by the RES Architect.

A1.4 BASIC REQUIREMENTS

Tenant improvements for a leased facility as described in Parts A4 and A5. All costs associated with Parts A4 and A5 are the Lessor's responsibility and are included within the base lease rate.

A1.5 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.

A1.6 EXISTING CONDITIONS

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

A1.7 PLANS & DRAWINGS

Where plans and drawings are referenced or noted, they refer to RES-approved plans and drawings. The RES-approved drawings will include RES and Tenant Agency approval signatures.

A1.8 PROJECT TEAM

The State's Project Team consists of the RES Lease Agent, the RES Architect, the Agency Facility Planner and one local representative of the Tenant Agency. The team's responsibility is to implement, approve, and carry out all facets of the project, from lease negotiations to final acceptance of the built facility. The approval of any directives for any phase of the project must originate 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 Lease Agent may authorize Notice to Proceed with Construction for new leases. Only the RES Architect may authorize Change Orders, approve tenant improvements, issue the Letter of Substantial Completion, and release the Authority to Pay to the Tenant Agency for TI construction costs and Change Orders.

A1.9 PUNCHLIST

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 Architect. Punchlist work must be completed and approved before the final Authority to Pay is issued.

A1.10 REVIEW

Examination by the RES Architect to determine if submittal or construction is consistent with project requirements.

A1.11 SUBSTANTIAL COMPLETION

A determination made by the RES Architect subsequent to the punchlist inspection that the Lessor has sufficiently completed the project requirements so that the agency can safely occupy the facility. Receipt of the Certificate of Occupancy or the final signed-off building permit is required to achieve Substantial Completion.

A2 LESSOR'S PROPOSAL INFORMATION

A2.1 CODE COMPLIANCE

All spaces leased to the State of Washington shall meet or exceed the requirements of all applicable local governing codes. These include, but are not necessarily limited to, the most current edition of the State Building Code (including WAC Chapter 51, containing the Washington State Regulations for Accessibility), International Building Code (IBC), all Accessibility regulations (ANSI) in force at the time of the approved lease agreement, the Washington State Energy Code, and the Ventilation and Indoor Air Quality Code. Comply with all regulations pertaining to Prevailing Wages on Public Works Projects. All improvements required to meet these codes and regulations are the financial responsibility of the Lessor.

A2.2 DRAWING SUBMITTALS

Lessor shall provide to the RES Architect accurate drawings of existing or proposed buildings and site prior to the commencement of the State's space plan design phase. These drawings shall delineate the most current building information and physical configuration (including mechanical and electrical), and be submitted either on a computer disk or via e-mail in a format compatible with the AutoCAD version currently in use by RES. Lease exhibit plans, along with performance specifications, will be subsequently generated by RES based on these submittals. 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 Architect, and accomplished at the sole cost of the Lessor.

A2.3 PREPARATION OF PLANS AND SPECIFICATIONS

Lease exhibit plans, along with Leased Space Requirements and any Addenda will be approved and released by RES for each State-leased facility requiring buildout. Changes to these documents are not permitted without written approval from the RES Architect.

The Lessor, at his sole cost and expense, is responsible for all construction documents required by the governing building department for permits and construction, which may include plans and specifications prepared by a licensed architect and/or engineer. Obtaining the building permit is the financial responsibility of the Lessor.

A2.4 DECLARATION OF NON-CONFORMANCE WITH LEASED SPACE REQUIREMENTS

For existing facilities which 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, 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.

A2.5 SUSTAINABILITY

This document specifies current sustainable products, practices and elements; however, further efforts toward sustainability are encouraged. Additionally, projects requiring compliance with specific LEED™ (US Green Building Council's Leadership in Energy and Environmental Design) sustainability criteria shall 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™ or equivalent sustainability elements.

A3 BUILDING MEASUREMENTS

The current edition of the Building Owners and Managers Association (BOMA) "Standard Method for Measuring Floor Area in Office Buildings" shall be the criteria for determining the leased square footage for all office and warehouse space leased to the State of Washington.

When the State leases one hundred percent (100%) of the building, the State will use square footage calculations of the "GROSS BUILDING AREA" of the building. When the State leases less than one hundred percent (100%) of the building, itemized square footage calculations of the "USABLE AREA" will be used unless specified otherwise in the Request For Proposal advertisement.

A4 BASIC SITE REQUIREMENTS

A4.1 PARKING, SIDEWALKS, CURBS, CURB CUTS, AND WHEELSTOPS

The number of required parking spaces and the layout for sidewalks, curbs and cuts shall be determined by the regulations of the local zoning ordinance, RCW 43.01.240(3) – "Employee Parking Limitations" (Commuter Trip Reduction), and others as specified in the Request For Proposal. Provide marked truck and passenger loading areas, and marked parking stalls with barrier-free access. All required parking and loading spaces shall be asphalt or concrete, striped, and with required signage (see Section 02500). Submit drawings showing the parking and signage configuration to the RES Architect for approval.

A4.2 SITE ILLUMINATION AND SECURITY LIGHTING

Provide full-coverage site illumination, including all parking areas and pedestrian pathways, as described in Section 16520. Submit drawings showing the site lighting configuration to the RES Architect for approval.

A4.3 REFUSE RECEPTACLE

Provide covered refuse receptacle(s) and screened enclosure as described in Section 11170.

A4.4 FLAGPOLES

Provide aluminum flagpoles and illumination devices as described in Section 10350, where tenant agencies lease 100% of the building.

A4.5 LANDSCAPING

For new construction and change-of-use facilities, provide landscaping and underground irrigation system to all landscaped areas as described in Section 02900.

A4.6 UTILITIES TO THE SITE

See requirements in Part A5.30.

A4.7 PROJECT COMPLETION

Perform final cleaning services as directed in Section 01010, 1.8.

A5 BASIC BUILDING REQUIREMENTS

A5.1 BUILDING EXTERIORS

All new work on building exteriors shall comply with Washington State Energy Code and all other applicable codes and requirements. Existing buildings with a change of use or occupancy may require added insulation and/or glazing for the new use or occupancy. Provide a roof assembly that is free from leaks and complies with all provisions of Section 07500. Promptly and properly repair any leak damage. Lessor guarantees that the structure is constructed and maintained to resist weather infiltration.

A5.2 BUILDING INTERIORS

All interior spaces shall be finished per the Basic Minimum Finish Schedule in Section 09000, unless otherwise noted. The main entrance(s) into the building shall be accessed through an enclosed vestibule.

A5.3 SUBMITTALS & CERTIFICATIONS

Provide project submittals and certifications as described in Section 01700, 1.1.

A5.4 FLOOR CONSTRUCTION

Floors shall be smooth and level, with no more than 1/8" variation in 8' horizontal. Substrate shall meet the finished flooring manufacturer's requirements for installation.

A5.5 FLOOR LOADING

In all general office occupancies, provide a minimum floor structure loading design of 85 pounds per square foot uniform live load, plus all applicable additional dead load requirements including 20 pounds per square foot uniformly-distributed dead load for partitions. For new construction, live load deflection of the floor system shall not exceed L/480 for spans up to 15 feet and L/600 for spans 15 feet and over when member is fully loaded. For existing construction, deflection shall not exceed L/360 when member is fully loaded.

A5.6 DEMOLITION & RECYCLING

For new leases, Lessor must demolish all existing walls that do not meet current Leased Space Requirements. Lessor may also be required to demolish some existing walls which do meet current Leased Space Requirements and codes (up to 10 lineal feet per 1,000 square feet of leased space) in order to carry out the approved space design. This includes the removal of doors, relights, casework, electrical receptacles, telephone and communication (data) outlets, etc., within these walls. Demolition may also include items within the leased space not attached to existing walls, such as floor monuments, casework, etc. at the direction of the RES Architect.

The Lessor's design and construction team shall develop and utilize a demolition and construction waste management plan that identifies materials to be recycled (asphalt, bricks, concrete and masonry, metals, wood, cardboard, carpet, gypsum drywall and ceiling tiles, for example) and the sources for their disposition. This plan shall include construction waste materials, packaging, and associated clean-up activities. The plan shall be submitted to the RES Architect, and shall be implemented at no additional cost to the State.

A5.7 COFFEE BARS AND LUNCHROOM COUNTERS

Provide one accessible coffee bar or lunchroom counter per floor for each leased space. Provide second accessible coffee bar for leased spaces over 10,000 square feet per floor. Each coffee bar and lunchroom counter shall consist of upper and lower cabinets 96" long, including self-rimming stainless steel sink with hot and cold water supply, instant hot water dispenser, and towel and soap dispensers. Provide as described in Sections 06400, 10800, 15440 and 15450.

A5.8 CHAIR RAILS AND CORNER GUARDS

Provide chair rails on all walls in all conference/training rooms and public reception/waiting areas (see Section 06200, 1.4). Provide corner guards on the "outside" corners of all walls in high-traffic areas (hallways, major circulation paths, public reception/waiting areas) (see Section 10260).

A5.9 DOORS AND HARDWARE

Provide all entrance and exit doors complete with hardware, weatherstripping and cold weather fluid in the closers. Provide doors and basic hardware for stairways, restrooms, janitor and voice/data distribution rooms. In addition, provide 1 new door, including basic hardware, for each 400 square feet of leased space (basic hardware for all doors is specified in Section 08000, 1.2). Provide locking hardware for security and utility doors, and up to 25% of the additional doors. In addition, for remodels of existing spaces, provide lever hardware at all doors. (See also A5.28)

A5.10 RELIGHTS

Provide 20 square feet of new relights per 1,000 square feet of leased space. Unless otherwise noted on the plans, the size of each wall relight shall be 3'-0" x 4'-0". The size of each door relight shall be 2'-0" x 3'-0", unless code restricts the size or as noted otherwise on the plans. (See Section 08900)

A5.11 EXTERIOR GLAZING

Provide window and/or skylight glazing amounting to a minimum of 6% of the floor area (see Section 08900). Provide blinds on all exterior windows (see Section 12500). Provide moisture resistant sills at all new construction, as specified in Sections 06600 and 08900, 1.1.

A5.12 WALLS

Provide walls enclosing all restrooms, stairs, elevator and elevator machine rooms, mechanical shafts, and voice/data distribution rooms. Provide all demising walls between the State-leased facility and any adjacent interior spaces (used or unused). Demising walls shall extend from the floor to the underside of the structure above and be fully sound-attenuated as described in Section 07200, 1.2. In addition, provide 75 lineal feet of new full-height sound-attenuated interior walls for each 1,000 square feet of leased space (see Section 09250). All new walls shall be fully sound-attenuated, as specified in Section 07200, 1.2.

A5.13 FLOOR COVERING

In all general office occupancies, provide carpet tile as specified in Section 09680, and base as specified in Section 09650, 1.5. Provide ceramic tile flooring and wainscoting in all restrooms as specified in Sections 09000 and 09300 (for leased spaces under 5,000 square feet, sheet vinyl flooring and plastic laminate wainscot may be substituted). Provide vinyl composition tile in front of coffee bars, lunchroom counters and at vending machine locations, and sheet vinyl flooring in utility areas as specified in Section 09650. Provide project-approved slip-resistant flooring at all entrances and vestibules as specified in Section 09000, 1.1 or as shown on the plans.

A5.14 CEILINGS

Provide complete ceiling system, including suspended grid and ceiling tile as specified in Sections 09000, 1.3 and 09500.

A5.15 SIGNS

Provide tenant-identifying exterior signs and all code-required interior signs or identification devices. The location, application, construction, operation, and appearance of all signs shall be as described in Section 10400.

A5.16 ELEVATORS

If elevators are existing, they shall be upgraded to provide controls and signaling devices complying with current accessibility requirements.

A5.17 PLUMBING ACCESSORIES & SPECIALTY HARDWARE

Provide new restrooms in the configuration shown on the drawings, including all associated equipment, fixtures, and accessories as specified in Sections 10800 and 15440. Upgrade existing restrooms to meet the requirements of this section. Provide plumbing facilities, including total fixture count, to meet or exceed applicable code (minimum 36" wide by 60" deep stalls), as well as provide other specialty items required by code. Provide 2 accessible shower facilities (one men's and one women's) in leased spaces exceeding 20,000 square feet (see Sections 10810 and 15440,1.6). Provide 1 accessible drinking fountain per floor in tenant's leased space. In leased spaces exceeding 5,000 square feet, provide 1 additional accessible drinking fountain where shown on the RES drawing (see Section 15440,1.5). Provide one janitor closet per floor. Provide mop sink, mop holder, and shelving in each janitor closet (see Sections 15440, 1.4 and 06400, 1.1).

A5.18 BUILDING PERFORMANCE AND ENERGY SURVEY

For new space, including new leases in existing buildings, the building shell, weatherstripping, insulation (reference Section 07200), HVAC (reference Section 15500), electrical and lighting systems (reference Division 16) are required to meet or exceed these specifications and all applicable codes including current energy performance criteria.

At lease renewal, the Lessor shall conduct and submit to the RES Lease Agent a Leased Facilities Walk-Thru Survey identifying the building's energy systems and components that must be upgraded to comply with these specifications. In all cases the building must comply with all applicable codes and ordinances. Energy Survey forms are available online at <http://www.des.wa.gov/RES/WalkThruSurvey.doc>

A5.19 HEATING, VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS

For all portions of the State-leased space, provide an HVAC system(s) complying with all applicable provisions of Section 15500. Provide the most economically-operated type of HVAC system. HVAC systems for all new office space and major remodeled office space shall have design work accomplished under the supervision of a licensed mechanical engineer. Provide certification as described in Section 01700, 1.1, A, and all performance documents as described in Section 01700, 1.2. (See also Section 15500 1.1.)

For new State-leased space in existing buildings, return air plenums, ductwork and air-handling equipment shall be inspected by a licensed engineer and certified as clean. For all State-leased space, cleaning and/or certification shall be performed at lease inception and lease renewal, but not longer than five-year intervals.

Submit a copy of the written maintenance agreement with a qualified vendor for the term of the lease, including filter change schedule (minimum of 4 times per year). Provide a copy to the Agency of vendor's work order or invoice for filter change and maintenance after each service by the vendor.

A5.20 ENERGY MANAGEMENT SYSTEM (E.M.S.)

Provide a Direct Digital Control (DDC) E.M.S. on all new leased space over 25,000 square feet. The E.M.S. shall control lighting and all HVAC equipment including exhaust fans. For the purposes of responding to an RFP where specific design information is not provided, at a minimum there shall be one lighting zone per floor. Parking lighting is exempt from this requirement. Projects that require an EMS/DDC system shall have a computer-based front end with graphical interface.

A5.21 ELECTRICAL SERVICE TO BUILDING

Provide building electrical service and distribution system, including panels and subpanels, based on 3.5 watts per square foot for duplex receptacles, plus all other electrical loads. Do not locate transformers within 15'-0" of a voice/data distribution room. Do not locate microwave ovens, electric panels, or wiring in non-metallic conduit closer than 3'-0" from a voice/data distribution room. (See Division 16).

A5.22 ELECTRICAL RECEPTACLES

Provide circuitry and 1 new standard-power duplex receptacle for each 75 square feet of leased space, exclusive of general housekeeping 20-amp duplex receptacles which shall be provided at the lessor's sole cost and expense, located to serve a maximum 25' equipment cord length. All circuits and receptacles shall have a minimum capacity of 20 amps each, and be configured and identified per Section 16400, 1.1. Up to 10% of all allowable receptacles may be dedicated 20-amp receptacles. Provide a maximum of 6 duplex receptacles on each non-dedicated circuit; a fourplex receptacle will be calculated as 1.5 duplex receptacles. Additional circuits, isolated-ground circuits and receptacles, and special receptacles (30-amp and above) are Additional Tenant Improvements when shown on RES-approved drawings or change orders (see additional requirements in Division 16). Provide certification as described in Section 01700, 1.1, B.

A5.23 LIGHT FIXTURES

Provide lighting as specified in Sections 16500, 16510, 16520 and 16530.

A5.24 SERVICE POLES

Service Poles (power duct posts) are acceptable only in open office areas or when shown on the RES-approved drawing or pre-approved in writing by the RES Architect. Where Tenant Agency is providing electrified systems furniture, provide "hot" junction boxes at ceiling, walls, or floor as indicated on drawings, and connect the systems furniture wiring (supplied by State vendor) to the "hot" boxes after the systems furniture has been moved in and installed by the State's vendor. Provide a maximum of 6 standard-power duplex receptacles on each non-dedicated circuit. (See A5.22 above and Section 16610, 1.2).

A5.25 VOICE/DATA SERVICE DROP (DEMARICATION)

Lessor shall provide a minimum of 4 – 4"Ø conduits from points of service in the street or right-of-way to the demarcation points in the building. Provide separate access (pull) boxes located at point of service, changes in direction, and at regular intervals. Provide pull strings in each conduit.

A5.26 TENANT'S VOICE/DATA DISTRIBUTION ROOM(S)

Lessor shall provide voice/data room(s) as described in Section 16700, with the location(s) as approved by RES Architect or as shown on the drawing. The room(s) shall have a separate HVAC system (except as noted in 15500, 1.3), and shall be maintained at a temperature range of 65° - 70° F. Also provide plywood equipment boards for Tenant Agency's use in each voice/data distribution room (see Section 06200, 1.3).

A5.27 VOICE/DATA CABLES AND RECEPTACLES (TELEPHONES AND COMPUTERS)

Lessor shall provide 1 new combined-use rough-in outlet with conduit (see Section 16700, 1.2) for each 150 square feet of leased space. Cable, installation, and trim-out to be by State Agency's vendor, or as an Additional Tenant Improvement. Provide a cable management system as described in Section 16000, 1.2.

A5.28 SECURITY ACCESS SYSTEMS

Lessor shall provide 1 single-gang rough-in box with conduit (see Section 16700, 1.2) at each of the locations described below for housing the State Agency's vendor-provided security access system card reader. All such boxes shall be co-located or grouped with any automatic door opener activators or similar devices, and be mounted on the strike side of each door so as to comply with accessibility requirements. Each door served by a card reader-activated access system shall be equipped with an electric/electronic strike or lockset (including appropriate electrical provisions) with emergency key override. See Section 08700, 1.4.

Required locations for rough-in boxes:

- Adjacent to exterior door(s) serving as a pathway (either public or private) directly accessing the building's common interior public areas (verify door locations with RES Architect)
- Adjacent to each door directly accessing the agency's space from common interior public areas (corridors, lobbies, stairwells, etc.) at each floor
- Adjacent to each door within the agency's space that accesses each LAN/WAN room, human resources file room, and the equipment room housing the security access system controls

A5.29 SECURITY SURVEILLANCE SYSTEMS

Lessor shall provide 1 rough-in box (including 2 parallel integral 1" conduits, see Section 16700, 1.2) at each of the locations described below for housing the State Agency's vendor-provided security surveillance (CCTV) system. All such boxes shall be located so as to allow a clear, uninterrupted view of the intended door, and shall be mounted so as to be resistant to vandalism.

Required locations for rough-in boxes:

- Serving each primary and secondary building entrance
- Serving each door directly accessing the agency's space from common public areas (corridors, lobbies, stairwells, etc.) at each floor

A5.30 UTILITIES WITHIN THE BUILDING

Provide pathways, vaults, and demarcation points and all utilities required by the Tenant Agency from the site and throughout the building to the Tenant Agency's termination room(s). Installation of pathways and equipment shall be coordinated by the Lessor to insure that they are available and that they will meet the move-in schedule of the Tenant Agency. Reference Part A5.25.

A5.31 PROJECT COMPLETION

Perform final cleaning and initial tenant occupancy preparation services as directed in Section 01010, 1.8.

End of Part A

PART B ITEMIZED COST CALCULATIONS

B1 CONSTRUCTION BID COST BREAKDOWN FORM

Refer to Part A for basic requirements of the site and building.

The Lessor shall submit a signed itemized construction bid, detailing costs for work to accomplish the RES-approved plans and specifications. Those costs shall be submitted on the Construction Bid Cost Breakdown Form or other format approved by the RES Architect. 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.

There is a completed example of the standard Construction Bid Cost Breakdown Form on the next page, followed by a blank form that may be copied for use. An electronic version of this form is also available online at <http://www.des.wa.gov/res/cbcbf.xls>. The following is an explanation of some of the items on the example form:

- 1) Interior Walls--Part **A5.12 WALLS** states:

"Provide 75 lineal feet of interior walls for each 1,000 square feet of leased space."

Thus, $12,592 \text{ sq. ft.} \div 1000 = 12.59 \times 75 = 944$ lineal feet of wall allowance.

The approved plan has 980 lineal feet of new walls. $980 \text{ lf} - 944 \text{ lf} = 36 \text{ lf}$ at Agency cost. $36 \times \$45 \text{ per lf} = \$1,620$. (Agency cost for walls found in the "Additional T.I." column)

- 2) Interior Doors--Part **A5.9 DOORS AND HARDWARE** states:

"Provide one door for each 400 square feet of leased space."

Thus, $12,592 \text{ sq. ft.} \div 400 = 31$ doors allowed.

The approved plan has 35 doors. $35 - 31 = 4$ at Agency cost. $4 \times \$525 \text{ per door} = \$2,100$ (Agency cost for doors found in the "Additional T.I." column).

- 3) Dedicated Power Receptacles--Part **A5.22 ELECTRICAL RECEPTACLES** states:

"Provide one standard-power receptacle for each 75 square feet of leased space", and "10% of all allowable receptacles may be dedicated 20-amp receptacles."

Thus, $12,592 \text{ sq. ft.} \div 75 = 168$ standard-power duplex receptacles allowed.
 $168 \times 10\% = 17$ dedicated-power receptacles allowed.

The approved plan has 12 dedicated-power receptacles. Therefore, there is no additional Agency cost for these items.

The subtotal reflects the additional tenant improvement base costs. The project mark-up and sales tax is added and the total cost to the Agency is written on the "Total Project Cost" line (see Section 01010, 1.3). Sign and date the form in the "Lessor" box near the bottom of the page, and return the completed form to the RES Architect.

Call the RES Architect if you have any questions regarding completion of the form.

End of Part B

Construction Bid Cost Breakdown Form

Project #	Address	RES Architect
SRL#	City	RES Lease Agent
Agency	Square Feet Leased Area	Agency Facility Planner
Lessor & Phone #		Date
Contractor & Phone #		Revised Date

Item	Total Units	Unit Cost	Total Cost	Basic Requirements		Additional T.I.	
				# or %	\$ Cost	# or %	\$ Cost
Interior Walls	980 LF	\$45	\$44,100	944	42,480.00	36	1,620.00
Interior Doors	35	525	18,375	31	16,275.00	4	2,100.00
Electrical							
Standard-Power Receptacles	140	65	9,100	100	9,100.00		
Isolated-Ground Receptacles	58	90	5,220			100	5,220.00
Dedicated-Power Receptacle	12	75	900	17	900.00		
Phone/Data Rough-ins	60	45	2,700	100	2,700.00		
Reception Counter	1		2,250			100	2,250.00
Coffee Bars	3	4000	12,000	2	8,000.00	1	4,000.00
Relights	316	20	6,320	252	5,040.00	64	1,280.00
Cleaning			250		250.00		
Project Cost Subtotal			\$101,215.00		\$84,745.00		\$16,470.00
Total Project Mark-Up (15% max)			\$10,121.50		8,474.50		1,647.00
(8.0%) Sales Tax			\$8,906.92		7,457.56		1,449.36
Total Project Cost			\$120,243.42		\$100,677.06		\$19,566.36

Method of Payment: Cash upon project completion, unless agreed otherwise. Up to 80% payable at substantial completion.

Note: Lessor shall sign and date this form prior to submitting it to the RES Architect.

Approvals			
Lessor	Agency Facility Planner	RES Lease Agent	RES Architect
Date	Date	Date	Date

PART C SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK AND PROCEDURES

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 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 Architect.

1.2 CONTRACT DOCUMENTS

These specifications, including any addenda, along with RES-approved drawings, summarize the project requirements. Any changes to these documents may only be made in writing by the RES Architect. Omissions and discrepancies between drawings, specifications, site conditions, and code requirements shall be brought to the attention of RES. The RES Architect will clarify the intent of the drawings and program requirements and assist in resolving conflicting issues.

The RES-approved drawings will include RES and Tenant Agency approval signatures, and BOMA square footage area(s) will be indicated in the lower right hand corner of the sheet.

1.3 COST SUBMITTALS; CHANGES AND REVISIONS; CHANGE ORDERS

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 Construction Bid Cost Breakdown Form. 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 Construction Bid Cost Breakdown Form 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 Architect. Any proposed change or revision to the work that would result in additional cost to the State must be submitted in writing to RES. The RES Architect will issue written approval to the Lessor for the work to proceed if the proposal is accepted. Tenant agencies have no authority to make changes to the work, nor may they make payments for unauthorized work. 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 Subcontractor's and General Contractor's prices ("Project Cost Subtotal")
Total Project Mark-Up*
State sales tax
Lessor's total ("Total Project Cost")

** Total Project Mark-up shall include overhead and profit, Lessor's management fee, B&O, Builders Risk, Prevailing Wage documentation, General Conditions, etc., and shall not exceed 15%. General Conditions shall not be allowed in the Lessor's cost response for Change Orders.*

Upon satisfactory completion of the project, as delineated in Section 01700, the RES Architect will issue to the Tenant Agency an Authority to Pay for all RES-approved non-amortized costs.

1.4 PERMITS

Lessor shall provide and pay for all permits, fees, 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 Architect at closeout.

1.5 CODE COMPLIANCE AND WORK QUALITY

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. 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. Lessor is responsible for all new construction meeting applicable code requirements.

1.6 ALTERNATE METHODS/SUBSTITUTIONS AND MATERIALS

The State will consider formal requests from the Lessor for substitution of products or methods in place of those specified. In general, the contract documents describe minimum standards of construction. Construction methods or materials other than those mentioned herein may be acceptable if, with the RES Architect'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 Architect 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 Architect. Approval of the proposed substitution must be in writing from the RES Architect (see Section 01300 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.

1.7 ENVIRONMENTAL CONTROLS

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

- A. When possible, schedule renovation work to occur only during the Tenant Agency's non-operating or "off" hours (for example, on weekends and/or evenings), as mutually approved and scheduled with Tenant Agency.
- 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 Tenant Agency.
- 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 means of an installed plastic shield or curtain. Provide filtration at return air intake grilles in the affected areas during construction.
- 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 building materials, including preparatory and finished materials and products, shall be non-VOC (volatile organic compound) type products. (See Section 01300, 1.2)

1.8 FINAL CLEANING OF FACILITY

Prior to the RES Architect's punchlist 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 Architect's punchlist 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 relight 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 15440, 1.1).

SECTION 01060 - REGULATORY REQUIREMENTS

1.1 PREVAILING WAGES

Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this agreement unless specifically exempted by the Department of Labor and Industries (L&I). Lessor agrees to comply with the provisions of RCW 39.12 when required to do so under RCW 39.04.260 and the rules and regulations of L&I. 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 Architect 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>.

1.2 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: <http://www.des.wa.gov/EAS/elcca/home.html>).

SECTION 01200 - PROJECT MEETINGS & INSPECTIONS

1.1 General Communications

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

1.2 Pre-Construction Meeting (Agenda):

- A. Establish construction schedule, including milestone/action items
- B. Establish progress meeting schedule
- C. Schedule RES Architect inspections, including cover and punchlist
- D. Establish lines of communication/authority

- E. Establish Change Order process
- F. Establish submittals process
- G. Coordinate State vendors and general contractor
- H. Establish type of furniture partitions
- I. Establish as-built record keeping
- J. Establish payment schedule

SECTION 01300 - SUBMITTALS

1.1 PRODUCT SUBMITTALS

Submit complete product specifications, literature, and all material, color and finish samples to RES Architect for approval and/or selection. Allow 10 working days for submittals to be reviewed by RES Architect. Provide a minimum of 2 submittal packages for review. Submit together all colors and materials that occur in the same room or rooms. Provide full range of manufacturer's color samples for each material color selection. Provide shop drawings where appropriate. Coordinate with Tenant Agency's 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 MATERIAL SAFETY DATA SHEETS (MSDS)

Provide Material 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 casework. Submit copies to the RES Architect.

SECTION 01500 - CONSTRUCTION FACILITIES

1.1 TEMPORARY FACILITIES AND UTILITIES

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

SECTION 01700 - PROJECT CLOSE-OUT

1.1 CERTIFICATIONS, WARRANTIES AND SUBMITTALS

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

- 1) Permanent Certificate of Occupancy or final signed-off building permit
- 2) Certification of compliance with prevailing wage regulations (see Section 01060, 1.1)
- 3) As-built drawings (see Section 01700, 1.3)
- 4) Operations & Maintenance manuals (see Section 01700, 1.2)
- 5) HVAC certification (see below)
- 6) Electrical certification (see below)
- 7) Illumination certification (see below)
- 8) Carpet certification (see below)
- 9) Domestic water potability certification (see Section 15440, 1.1)
- 10) Material Safety Data Sheets (MSDS) (see Section 01300, 1.2)

Submit written certifications to the RES Architect 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 the Ventilation and Indoor Air Quality 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.
- C. The lighting levels stipulated in Section 16520 are being achieved.
- D. The carpet material and installation procedure has been provided according to the requirements of Section 09680, including documentation (such as manufacturer's invoices or bills of lading) verifying that the product supplied is the same as the product approved by the Project Team.

1.2 OPERATING INSTRUCTIONS / MAINTENANCE MANUALS

Provide Operations & Maintenance manuals for all facility systems, equipment, hardware, finish materials, and so forth 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 Tenant Agency facility manager covering the HVAC controls and all other major building systems/ equipment/ hardware.

1.3 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 2 sets of as-built drawings to the RES Architect, one "red-lined" paper set on the State-approved plans and one as an updated version on a computer disk or via e-mail in a format compatible with the AutoCAD version currently in use by RES.

1.4 AUTHORIZATION OF PROJECT PAYMENTS

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

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 Architect's determination of Substantial Completion. The balance of all RES-approved costs is payable to the Lessor upon the RES Architect's determination that the Lessor has satisfactorily resolved all punchlist items.

End of Division 1

DIVISION 2 SITEWORK

SECTION 02200 - EARTHWORK

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 local building officials. All new utilities required for this project shall be underground and meet all local regulations. Existing above-ground utilities may be retained.

SECTION 02500 - PAVING AND SURFACING

1.1 PAVING

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.

1.2 PARKING LAYOUT, STRIPING AND SIGNAGE

Standard parking stalls shall be 9' x 20' minimum. 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).

1.3 CONCRETE SIDEWALKS

New sidewalks shall be screeded, floated, and steel-troweled with a light broom finish, or to match adjacent work. Concrete shall be a minimum of a 5½ sack mix, with a minimum compressive strength of 3,000 psi.

1.4 WHEELSTOPS

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.

1.5 BOLLARDS

Bollards shall be 6"Ø concrete-filled galvanized steel pipe. Embed minimum of 4' into ground and extend 4' above ground level. Paint exposed surface international yellow.

SECTION 02900 - LANDSCAPING

1.1 PLANTINGS

Landscaping should include trees, shrubs, groundcover and grass in all locations on the site intended or allowed for such purpose. Show the location of all existing trees on the pre-design as-built submittal drawing, and appropriately protect all retained trees and shrubs during construction. Submit plans for review by RES Architect.

1.2 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.

End of Division 2

DIVISION 6 WOOD & PLASTICS

SECTION 06100 - 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 09250)

SECTION 06200 - 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 melamine-surfaced Medite II or other non-VOC material.

1.2 TRIM AT CLOSINGS

Provide soundproof 2" wide wood or metal closing trim at walls meeting window mullions or window glazing. Match depth and type of window sill material and finish wall ends. Styrofoam closures are not acceptable. Submit proposed method to RES Architect for review.

1.3 EQUIPMENT BOARDS

Provide ¾"x4'x8' fire-resistant plywood or plywood treated with flame retardant paint (if approved by the Fire Marshal) on all walls of voice/data distribution rooms or as otherwise noted on the approved plan. Mount bottom no lower than 24" above floor, top no higher than 84" above floor. Alternate design may be indicated on RES drawing or specified by RES Architect. Mount on wallboard, masonry, or concrete. Existing equipment boards may be reused if treated with flame retardant coating.

1.4 CHAIR RAILS

Provide 1x4 minimum solid wood with eased edges, or approved alternate. Finish and wood species to match other wood work in the leased space. If no other wood work, provide oak or hem/fir with stain and varnish finish. Provide solid blocking for attachment. Verify the appropriate mounting height with the Tenant Agency representative prior to installation.

SECTION 06400 - CASEWORK

1.1 GENERAL

Furnish and install casework at the locations shown on the drawings and as specified, complete with hardware. Provide shop drawings for service/reception counters and/or other specialty casework to RES Architect for review and approval. Provide adequate blocking and bracing. Secure to wall framing with screws. Shelves shall support minimum 25 pounds per lineal foot without sagging. Provide minimum 5 rows of shelves, adjustable in 1" increments with metal adjustable end brackets.

1.2 RESTROOM CASEWORK

Provide wall-mounted countertop with recessed sinks. 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 plywood countertop. Provide full-width 24" high plastic laminate back and side splashes. Provide plastic laminate-faced Medite II or other non-VOC material for cabinet faces. Provide matching edges for all exposed-to-view surfaces. Provide bronze wire pulls and bronze adjustable self-

closing hinges. Provide 5-pin locks on 1 door (provide divider) and 1 drawer at each coffee bar or lunchroom cabinet, keyed alike.

Cabinet doors and drawers shall be a maximum of 24" wide. Provide durable drawer construction, ¾" face, ½" sides, ¼" bottom with Grant #329 guides or equal. Provide high-density or similar plastic overlay over ¾" Medite II or other non-VOC material for interior shelving that is self-edged, removable, and adjustable in 1" increments.

SECTION 06600 - PLASTIC LAMINATE

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 Architect. Locations include countertops, edges, splashes, windowsills, cabinet faces, wainscots, chair rails, toilet partitions and/or doors. See Sections 09000, 1.2 and 10150 for related requirements.

End of Division 6

DIVISION 7 THERMAL & MOISTURE PROTECTION

SECTION 07200 - INSULATION

1.1 THERMAL INSULATION

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

1.2 SOUND 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 Architect for review.

SECTION 07500 - 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 roof), which shall be kept clean and in good repair so as to maintain its effectiveness. Design with positive slope and no standing water. Control run-off with adequately-sized rainwater leaders and stormwater system. Protect all openings against water infiltration with curbs, minimum of 6" high.

1.2 EXISTING ROOFING

Provide roof assemblies in good repair, free of leaks and prolonged standing water. Control runoff away from sidewalks and entries.

SECTION 07900 – SEALANTS, ADHESIVES AND COMPOUNDS

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 7

DIVISION 8 DOORS & WINDOWS

SECTION 08000 - DOORS AND WINDOWS

1.1 GENERAL

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

1.2 TYPICAL DOOR SCHEDULE

A door schedule may be included either on the drawings or in an addendum to these specifications for each project. If no project door and hardware schedule is provided, the schedule below applies. Each letter or number designation within each category indicates a specific configuration assembly for the referenced door. The designation is a 3-symbol format, with the first letter denoting the door type, the middle number referring to the type of locking operation, and the last letter indicating the hardware grouping.

Example: A "C8F" notation would indicate a solid-core wood door, with a classroom-function lock and hardware consisting of kickplates and a 24" x 36" relight.

Basic Hardware

All doors shall include frame and trim, and receive not less than 1½ pair ball-bearing hinges, lever lock or latch, 1 wall stop, 3 silencers (except if smoke seal or weatherstripping provided), and closer and smoke seals where required, in addition to any scheduled HARDWARE GROUP requirements listed below. Provide kickplates on all restroom, janitor, stair, entrance and exit/pathway doors, and where called for in the door schedule.

<u>Door Type</u>	<u>Lock Type</u>	<u>Hardware Group</u>
A. Storefront	1. Automatic opener -- Provide after-hours locking as required. Door opens with infrared sensors or electric push pads. Manual emergency egress.	A. Existing Hardware
B. Hollow Metal	2a. Card Key 2b. Proximity Reader 2c. Digital Keypad } Inside always unlocked; outside entry by card or digital keypad unless unlocked from outside by key.	B. Basic Hardware only
C. Wood	3. Cypher -- Inside always unlocked; outside entry by non-electronic combination keypad.	C. Closer
D. Accordion partition	4. Vestibule -- Inside always unlocked; outside entry by key unless unlocked from inside.	D. Closer, Kickplates
E. Acoustic accordion partition	5. Passage latchset -- Both sides always unlocked.	E. Closer, Relight
F. Acoustic operable panels	6. Privacy -- Inside push-button; outside entry by special key or device.	F. Kickplates, Relight
H. Wood bi-fold	7. Office -- Push-button locking from inside. Turning inside lever handle releases button and unlocks outside lever handle, unless unlocked with key from outside.	G. Closer, Kickplates, Relight
J. Roll-up security gate	8. Classroom -- Inside always unlocked; outside entry by key unless unlocked from outside by key.	K. Kickplates
K. Metal overhead sectional door	9. Storeroom -- Inside always unlocked; outside entry by key only.	R. Relight
L. Roll-up fire-rated assembly	10. Corridor -- Push-button locking from inside. Turning inside lever handle or closing door releases button. Outside lever handle locked or unlocked by key. 11. Communicating -- Key in either lever handle locks or unlocks each lever handle independently. 12. Push/pull plates (6"x20" plate with 1" diameter x 10" long pullbar.)	S. Special hardware W. Sound gasket weatherstripping

SECTION 08100 - METAL DOORS AND FRAMES

1.1 SIZE AND CONSTRUCTION (EXTERIOR)

Doors shall be 3'-0" minimum width, 7'-0" minimum height, 1- $\frac{3}{4}$ " thick flush, 18 gauge minimum, galvanized and insulated. Frames shall be galvanized, welded, insulated, weatherstripped, 16 gauge minimum, and reinforced for hardware.

1.2 SIZE AND CONSTRUCTION (INTERIOR)

Doors shall be 3'-0" minimum width, 7'-0" minimum height, 1- $\frac{3}{4}$ " thick, 18 gauge minimum. Frames shall be hollow metal, welded or knockdown, 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.

SECTION 08200 - WOOD DOORS AND FRAMES

1.1 SIZE AND CONSTRUCTION

Doors shall be 3'-0" minimum width, 7'-0" minimum height. All wood doors shall be hardwood veneer (no mahogany), 1- $\frac{3}{4}$ " thick solid-core. Exterior doors shall be sealed against water penetration.

1.2 FRAMES

Interior frames shall be softwood, hardwood or hollow metal (see Section 08100), Lessor's choice.

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.

SECTION 08300 - ACOUSTIC PARTITIONS AND MISCELLANEOUS DOORS

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

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 Architect.

ACOUSTIC ACCORDION PARTITIONS

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

ROLL-UP SECURITY GATES

Provide electrically-operated gates whose operation is controlled by a switch located on the non-public side of the counter or wall/partition. Gate shall include an override mechanism to allow full manual operation in case of power outage. Locate motor, spindle, and other operating mechanisms above finished ceiling. When approved by the RES Architect, the mechanism may be mounted below the ceiling, and the Lessor shall provide a GWB/painted enclosure to match adjacent walls.

SECTION 08400 - ALUMINUM ENTRANCES AND STOREFRONTS

1.1 DESCRIPTION OF THE WORK

Provide thermally-broken anodized 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 Agency's security and access systems. See Section 08900 for glazing requirements.

1.2 SIZE, COMPONENTS AND CONSTRUCTION

Doors

Doors shall be a minimum of 3'-0" wide and 7'-0" high, 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 #2100 sliding door, or approved equal.

SECTION 08700 - HARDWARE AND SPECIALTIES

1.1 GENERAL REQUIREMENTS

Provide a Certified Professional Locksmith (CPL) or Architectural Hardware Consultant (AHC) to work with the RES Architect 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. Coordinate master keying system by hardware supplier assisting the Tenant Agency. Hardware supplier shall provide construction keys to contractor and 4 sets of permanent keys to the Tenant Agency.

1.3 HARDWARE SPECIAL REQUIREMENTS

Locksets and Latchsets

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, Schlage Series D, or equal.

Hinges

Provide ball-bearing hinges throughout. McKinney or equal.

Closers

All closers shall be adjustable. Adjust closers to a maximum opening force of 5 pounds at interior doors and 8½ pounds at exterior doors. 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 8½ pounds, 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 equal.

Silencers

Provide silencers on each door except where smoke seal or weatherstripping 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 Architect. Provide solid blocking for all wall stops. Closer used as stop is not acceptable.

Kickplates

Provide 34"x12" kickplates, stainless steel or 1/8" thick clear plastic, unless noted otherwise. Provide kickplates on both sides of door.

Weatherstripping and Thresholds

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

1.4 ACCESS SYSTEMS

Cypher Locks

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

Automatic Opener Assembly

When noted in the door schedule, provide an automatic operator that is actuated by a push-button or plate, and manually operable for other pedestrian traffic. Alternately, infrared sensors may be provided if appropriate for special design applications and approved by the Tenant Agency. 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 Architect and Tenant Agency, and interface all construction disciplines as appropriate. Reference Part A5.28.

1.5 FINISH

Provide hardware with matching finishes. Match new hardware finish to remaining existing hardware. For new construction, unless noted otherwise, provide either semi-gloss bronze (US-10) or semi-gloss chrome (US-26d), or as approved by the RES Architect.

SECTION 08900 – WINDOWS & GLAZING

1.1 DESCRIPTION OF WORK AND PRODUCT QUALITY

All new glazing shall meet current Energy Code for integral shading and "U" values. Maximum Solar Heat Gain Coefficient (SHGC) = 0.65 for horizontal and vertical surfaces, and the maximum "u" value for vertical glazing = .60 and for horizontal glazing (skylights) = 1.3.

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.

1.3 WALL RELIGHTS

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.

1.4 DOOR RELIGHTS

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.

End of Division 8

DIVISION 9 FINISHES

SECTION 09000 - FINISHES

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

1.1 FLOORS AND BASE

Offices (and spaces not listed below)

Carpet tile and 4" base.

Restrooms, Shower Rooms

Slip-resistant, unglazed porcelain 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.

Break Rooms, Lunch Rooms and Coffee Bars

Vinyl composition tile 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 4" base.

Mechanical, Electrical, Voice/Data Distribution, Copy, and Janitor Rooms

Vinyl composition tile and 4" base .

Stair Treads

Rubber flooring (see Section 09650, 1.7).

Vestibules and Entries

Woven polypropylene, with 4" base, unless code dictates otherwise. "Endurance" or equal.

1.2 WALLS

Offices (and spaces not otherwise indicated)

Gypsum wallboard and orange peel texture, satin or eggshell enamel paint.

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.

Restrooms, Shower Rooms

Ceramic tile wainscot to 72" AFF minimum on all walls, and gypsum wallboard with semi-gloss enamel above. For leased spaces under 5,000 square feet, plastic laminate wainscot (all walls) and sheet vinyl floors 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 to 48" high minimum above finished floor at mop sink. Extend 18" minimum on each side of sink.

Chair Rails & Corner Guards

Provide chair rails and corner guards in the locations directed in Part A5.8 and as specified in Sections 06200, 1.4 and Section 10260.

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'. Provide 12'-0" minimum ceiling height for large open areas where the minimum room width exceeds 50'.

Restrooms

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

Shower Rooms & Stalls

Provide gypsum wallboard with epoxy coating.

Mechanical, Voice/Data Distribution, Janitor and Electrical Rooms

Ceilings may be gypsum wallboard or suspended acoustical ceiling, Lessor's option.

SECTION 09250 – GYPSUM WALLBOARD AND WALL FRAMING

1.1 STEEL OR WOOD FRAMING AND FURRING

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 (preferred) or 24" maximum. 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, considering 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 per code. Frame around ducts penetrating walls to provide support for gypsum wallboard.

1.2 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 09300, 1.2 for ceramic tile applications). Screw-attach wallboard into metal studs or KD wood studs. Maintain fire-resistant rating of wall/ceiling assemblies at openings. Provide galvanized metal cornerbead and edge trim. Tape and mud joints (two coats minimum). Match existing adjacent wall texture; light orange peel texture in new construction.

Demountable Partition Systems

Ceiling-height interior demountable partitions shall be faced with vinyl film or fabric as selected by the Tenant Agency from the manufacturer's standard colors.

Place demountable partitions on carpeting and extend to the underside of the finished ceiling system. Fastening of the partitions to the floor shall not be done in any way that removal of the partition will cause spalling of the concrete subfloor. Drilling and anchoring are preferred but any other system producing the same result is acceptable. Demountable partitions shall be capable of having glass vision panels installed with micro blinds. Vision panels shall be installed where shown on the approved plans. All demountable partitions shall have a minimum STC rating of 42, and additional sound-deadening material shall be applied to walls and above the ceiling where required for conference rooms, lunch rooms, and where shown on the approved plans.

SECTION 09300 – CERAMIC TILE

1.1 DESCRIPTION OF WORK

Provide glazed ceramic tile wainscots and slip-resistant porcelain ceramic tile floors. Provide bullnosed edges at all 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.

1.2 SUBSTRATE

Provide cementitious tile backer board behind all ceramic tile applications in all wet areas, Wonderboard or equal. Install with corrosion resistant fasteners. (See also Section 10810)

SECTION 09500 – ACOUSTICAL CEILING

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.

1.2 SUSPENSION SYSTEM

Provide rust-resistant 2'x4' 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 per governing code. Provide corrosion-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.

1.3 ACOUSTICAL TILE PANELS

Non-fire-rated tile

Size 24"x48" by $\frac{3}{4}$ " minimum thickness, 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. Install tile in accordance with tile manufacturer's requirements. 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 moisture-resistant tiles in "wet" and exterior areas.

Fire-rated tile

Size 24"x48" by $\frac{3}{4}$ " minimum thickness, 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.

SECTION 09650 – 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, waxed, and finished according to manufacturer's recommendations just prior to Tenant occupancy.

1.3 VINYL COMPOSITION TILE (VCT)

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

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

1.4 SHEET VINYL FLOORING

Commercial-grade, .085" thick, .050" wear surface, Mannington Magna, Armstrong Corlon or equal. Provide full backing and 5" integral cove for base. All sheet vinyl seams shall be welded in compliance with manufacturers recommendations.

1.5 RUBBER COVE BASE

All topset cove base shall be minimum 4" high 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 toebase. Provide job-formed corners from continuous rolls.

1.6 RESILIENT EDGE STRIP

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.

1.7 RUBBER FLOORING

24" x 24" x 3/16" thick (or as standard by manufacturer) studded rubber tile, and/or 1/4" thick full-width stair treads with matching risers and stringers. Roppe, Johnsonite, Nora, or equal.

SECTION 09680 – CARPET

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), and shall bear the CRI Green Label Plus approval as well as a CRI Green Label Plus Indoor Air Quality Control Category & Registration Number.

1.3 PRODUCTS

CARPET TILE

TYPE:	Level or textured loop
TILE SIZES:	18"x18" or 24"x24"
YARN TYPE:	100% type 6.6 Nylon
DYE METHOD:	Minimum 70% Solution-dyed / Maximum 30% Yarn-dyed
FIBER WEAR WARRANTY:	15 years
PILE WEIGHT:	20 oz. minimum
PILE THICKNESS:	.102 minimum
GAUGE:	1/10 minimum
STITCHES:	6.33 per inch
TUFT DENSITY:	63.3 tufts per square inch minimum
DENSITY:	7,058 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
NYLON TREATMENTS:	Manufacturer-applied stain protection
DELAMINATION:	None (ASTM D-3936)
TUFT BIND:	Pass (ASTM D-1335)
AACHEN TEST:	Pass
PHILIPS ROLL CHAIR TEST:	Rating of 3 or greater
MOISTURE IMPACT TEST:	10,000 cycles
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)

1.4 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.

1.5 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, so as to achieve a level subfloor throughout (see Part A5.13). Proceeding with carpet installation constitutes installer's acceptance of the responsibility for correction of unacceptable work due to floor conditions.

1.6 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.

1.7 FINISH CONDITION

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

1.8 WARRANTY

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

SECTION 09900 - 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: Kelly-Moore, Glidden, Sherwin Williams or equal.

1.3 PAINTING SCHEDULE

Gypsum Wallboard Finish System

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

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

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 9

DIVISION 10 - SPECIALTIES

SECTION 10150 - COMPARTMENTS AND CUBICLES

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 finished with 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.

SECTION 10260 – CORNER GUARDS

1.1 DESCRIPTION OF WORK

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

SECTION 10350 - 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 Architect and the Tenant Agency. Provide all appropriate support and foundation as recommended by the flagpole manufacturer.

SECTION 10400 - IDENTIFYING DEVICES

1.1 SITE / BUILDING / TENANT IDENTIFICATION SIGN

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 agency occupies 100% of a building, provide agency identification on the site sign (unless waived by tenant).

If the building does not have a site sign, then provide agency 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 Tenant Agency. Provide white vinyl, Helvetica, medium style letters, unless approved otherwise by the Tenant Agency.

1.3 BUILDING DIRECTORIES

If the building is occupied by multiple tenants or by more than one State agency, 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 Tenant Agency and the RES Architect prior to fabrication. Verify with the Tenant Agency the exact wording to be used on all signs.

SECTION 10800 - TOILET AND BATH 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 15440, 1.1), privacy partitions and screens (see Section 10150), sinks in counters, 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 1 for each accessible toilet stall and at all shower enclosures; stainless steel, 1½" diameter.

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.

SECTION 10810 - SHOWER ENCLOSURE

1.1 GENERAL

Where indicated on the drawings, provide either a fiberglass shower stall or a ceramic tile-lined shower enclosure, complete with all fixtures including fold-down seat and grab bars. Provide shower curtain rod and 2 clothes hooks for each shower. See also Sections 09300 & 15440.

End of Division 10

DIVISION 11 - EQUIPMENT

SECTION 11000 - 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.

SECTION 11170 - 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 so as 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

DIVISION 12 - FURNISHINGS

SECTION 12500 - WINDOW TREATMENT

1.1 SUMMARY OF WORK

All new window coverings shall be vertical blinds as a basic requirement, unless building standard or existing window treatments are accepted by the RES Architect, or other treatments are specified by the Tenant Agency.

1.2 VERTICAL BLINDS

Provide vertical, 180° swivel, adjustable, traversing, rigid, vinyl louvers, manufactured by Levolor or equal. Provide perforated and/or solid per direction from the RES Architect. Mount so as 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

DIVISION 15 - MECHANICAL

SECTION 15410 - 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.

SECTION 15440 - 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 Architect. Flush valves for toilets and urinals in new construction shall be infrared-activated valves. Lavatories shall also have infrared-activated or single 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 so as to effect positive drainage into the drain. Provide adjustable brass cover grille.

1.3 COFFEE BAR SINKS

Provide 1 self-rimming stainless steel sink, measuring 15" x 17" x 7" with swivel gooseneck fitting, as well as an instant hot water dispenser at each coffee bar (see Section 15450).

1.3A LUNCHROOM SINKS

Provide 1 self-rimming stainless steel sink, measuring 20" x 31" x 8½" with swivel gooseneck fitting, as well as an instant hot water dispenser at each lunchroom counter (see Section 15450).

1.4 MOP SINKS

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

1.5 DRINKING FOUNTAINS

Provide accessible, high-low, wall-mounted, refrigerated drinking fountain, Elkay ERHP2-8, Haws HT-ESR, or equal. Locate where shown on the drawings.

1.6 SHOWERS

Provide showers where shown on drawings, and as specified in Section 10810. Provide an adequate supply of tempered water (see Section 15450, 1.2), and a floor drain at the drying area. Showers shall be equipped with low-flow heads.

SECTION 15450 - HOT WATER EQUIPMENT

1.1 INSTANT HOT WATER DISPENSER

Provide a wristblade-handle instant hot water dispenser, Waste King QHD-780, Insinkerator H-990, Insinkerator HC-1100, or equal.

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, located where appropriate so as to provide the most efficient service, sized in accordance with area use and/or as required to service the building. Provide a circulation pump with 7-day programmable electronic timer with battery back-up, or additional water heaters where hot water delivery to fixtures exceeds 10 seconds. Provide 120° temperature water, except where tempered water (92°) is specified.

Plumb the relief valve as directed by the heater manufacturer and to meet code.

1.3 PIPE INSULATION

Piping shall be thermally insulated in accordance with Energy Code.

SECTION 15500 - HEATING, VENTILATING 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. 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, VAV, 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 PSC or 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, 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 (packaged, split system, air source HP, water source HP, gas-fired heat, DX cool, chiller, boiler, refrigerant types, supplemental heat source, etc) Electric heat shall not be used, except as supplemental heat.
- 4) **Ventilation Capacity/Sustained Capability.** Indicate outdoor air ventilation flow rates for each central unit. If any of the proposed equipment has an outdoor air percentage above 50%, discuss the equipment features that allow the unit to sustain operation/comfort at that outdoor air percentage (gas-fired stainless steel heat exchangers with modulating or multiple stage [3 or more] control, heat recovery, modulating hot water coils/valves, pre-heat of outdoor air for heat pumps, etc). Note: In determining the outdoor percentage, use the flow rate associated with the expected maximum from the VIAQ, even if a CO₂ DCV system is provided.
- 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 stand alone. 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). If lighting is to be controlled, provide a proposed lighting zone map. Projects that require an 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, lighting control over-ride locations, etc.

Install mechanical equipment and dampers to facilitate service, maintenance, and repair or replacement of equipment components. Ductwork must be sealed per Energy Code and the duct leakage must not exceed 3%.

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. Ducts detected with moist liner will be required to be replaced at no additional cost to the State.

1.2 CALCULATIONS AND LOADS

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

Ventilation

New installations must comply with local code requirements, the Washington State Ventilation and Indoor Air Quality Code (VIAQ) and the Non-Residential Energy Code (NREC). The table below reflects the values given in the 2004 VIAQ converted to units of CFM per square foot for occupancies typical of State facilities. Multiply the appropriate value by the useable room square footage to get the outside air volume for each zone. Unless indicated otherwise, “exhaust or transfer air” vent rates refer to outside air via the zone air handler.

Table 15 C-1 Ventilation Rates		
Space Type	Ventilation Rate (9 ft ceiling assumed)	VIAQ Table 3-4 Reference
Conference Rooms, Hearing Rooms, Public Service Areas, ^{1, 4}	1.0 cfm/sq.ft.	“Office, Conference Rooms”
Office Reception Areas ⁴	0.9 cfm/sq.ft.	“Office, Reception Areas”
Training Rooms ⁴	0.75 cfm/sq.ft.	“Education, Classroom”
Computer Rooms	0.14 cfm/sq.ft.	“Office, Office Space”
Corridors	0.05 cfm/sq.ft.	“Public Spaces, Corridors and Utilities”
Elevator Switch Rooms, Voice/Data Distribution Rooms, Janitor’s Closets	0.05 cfm/sq.ft. ²	“Public Spaces, Corridors and Utilities”
Elevators	1.0 cfm/sq.ft. ²	“Public Spaces, Elevators”
Laboratories	0.6 cfm/sq.ft. ³	“Education, Laboratories”
Libraries	0.3 cfm/sq.ft.	“Education, Libraries”
Lunch Rooms	0.3 cfm/sq.ft. ²	“Food and Beverage Service, Kitchens (Cooking)”
Offices	0.14 cfm/sq.ft.	“Office, Office Space”
Restrooms	50 cfm/fixture ²	“Public Spaces, Public Restroom”

Footnotes

1. Public Service Areas are high-density office reception areas such as food stamp, licensing, and unemployment compensation waiting areas
2. Exhaust or “transfer air”
3. Consider fume hoods
4. Consider using the exception to Section 3.4 of the Ventilation and Indoor Air Quality Code (52% clause).

Load Calculations

HVAC systems shall be sized in accordance with the following table values, and the ventilation rates shown above. The designer shall utilize either a commercially-available computer program designed for this purpose, a spreadsheet, or hand calculations to assist in sizing all heating and cooling equipment. Methods shall be as described in ASHRAE Fundamentals. Load calculations for each zone or piece of HVAC equipment shall be submitted to the RES Architect 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.

Table 15 C-2 Heating and Cooling Load Requirements Summary		
Item	Heating Load	Cooling Load
General Calculation Method	ASHRAE Fundamentals or approved program	ASHRAE Fundamentals or approved program
Indoor Design Temperature	70° F	74° F
Outdoor Design Conditions	See Table 15 C-4	See Table 15 C-4
Equipment, People, Lights, Solar Heat Gains	Not included in load	Include in load
Infiltration Rates, CFM/SF Wall		
Tight	0.1	0.1
Average	0.3	0.3
Leaky	0.6	0.6
Safety Factor	add 20%	add 20%

Table 15 C-3 Miscellaneous HVAC Loads (Watts/SF)		
Space Type	Lighting	Equipment
Office	1.2	0.75
Classroom, Day Care, Conference	1.35	0.5
Classroom w/ Computers	1.0	2
Voice/Data Distribution (LAN) Rooms	1.0	varies
Retail	5	0.5
Assembly, Theater, Gym	1	0
Corridor	0.8	0
Laboratory	2.0	2.0

Table 15 C-4 Outdoor Design Conditions			
	Winter (See Note)	Summer (See Note) (measurements taken simultaneously)	
Vicinity	Dry Bulb (°F)	Dry Bulb (°F)	Wet Bulb (°F)
Aberdeen	25	80	65
Bellingham	15	81	67
Bremerton	21	82	65
Colville	-8	93	64
Ellensburg	2	94	65
Everett	21	80	65
Kennewick	13	99	68
Longview	19	88	68
Moses Lake	1	97	66
Olympia	16	87	66
Port Angeles	24	72	62
Republic	-10	93	64
Seattle	22	85	68
Spokane	-6	93	64
Tacoma	19	86	66
Vancouver	17	89	68
Walla Walla	0	97	67
Wenatchee	7	99	67
Yakima	11	96	65

Note: Table values are from the 1993 ASHRAE Fundamentals, Chapter 24, Table 1, Winter 99% and Summer 1% columns.

1.3 **SYSTEM DESIGN**

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 separate zones for all corner offices larger than 200 SF (ie. rooms having multiple exterior exposures). HVAC serving interior zones may not also serve exterior zones unless approved by the RES Architect. 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. Exception: A thermostatically-controlled exhaust fan system will be considered for rooms generating less than 800 BTUs.

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.

1.4 **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 70° F ± 2° F throughout the year, with a maximum allowable variation of ± 4° F under extreme outdoor design conditions as listed in Table 15 C-4. In addition, during the heating season on a design day, systems shall be capable of attaining a temperature within this acceptable range within 3 hours of switching from a 10° F setback.

1.5 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 (see Part A5.20). Provide CO₂ sensors in the main returns of the air handlers to monitor and control the CO₂ levels and interface with the projects DDC/EMS system (if applicable).

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

1.6 FILTRATION

Air filters shall be rated at 25-30% average atmospheric dust spot efficiency with an average arrestance rating of 90-95% when tested in accordance with ASHRAE 52-76 Standard. Return air in a plenum system shall be filtered at the terminal box before entering system.

1.7 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 07200, 1.2.

1.8 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 (see Table 15 C-1). 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 15500, 1.3 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.*

1.9 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 so as 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 air flows 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.

1.10 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 so as to prevent tampering.

1.11 HUMIDIFICATION

Where specifically required by Tenant Agency addendum, humidification systems shall be provided to maintain system air at a minimum of 35% relative humidity under outdoor conditions of 20° F Dry Bulb and 70% relative humidity.

End of Division 15

DIVISION 16 - ELECTRICAL

SECTION 16000 - ELECTRICAL

1.1 GENERAL

Provide complete 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 A5.21, A5.22, A5.23 & A5.24).

1.2 PRODUCTS AND APPLICATIONS

Provide spec-grade devices. 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.

Cable management system shall consist of trays or stirrups, and shall be used along the spine of the building, turning at 90 degrees to connect any cable rings or hangers used to secure cables from trays or stirrups to point of use. Coordinate the location with the Tenant Agency.

SECTION 16400 - POWER CIRCUITS (DEFINITIONS)

1.1 SUMMARY OF THE WORK

Separate the mechanical power and resistance circuits from receptacle circuits, and locate in separate panels when more than one panel is used. Circuit breaker boxes located in areas accessible to the general public shall have key-controlled locking covers. Identify all circuits on panel box and mark each receptacle with its appropriate circuit number with a visible, indelible marking.

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. Connect to 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.

Isolated Dedicated Receptacle

The sole receptacle with "clean" power served by a dedicated powered circuit. See IG Receptacle definition below for information about circuit breakers. Run separate isolated, insulated ground wire from receptacle to the IG floating grounding bus in panel, with the IG bus connected to common ground at service entrance. Only one simplex, duplex or fourplex receptacle allowed per circuit (usually 20-amp). Receptacle shall be color-designated with an additional red dot. Typically used for: computer mainframes, LANs, file servers, PCs and other microprocessor-based equipment.

Isolated-Ground (IG) Receptacles

Receptacles with "clean" power from a 120v, 60Hz, single-phase, 20-amp branch circuit with a separate insulated ground wire that runs from each isolated-ground receptacle to the panel box. IG circuit breakers shall serve only IG receptacles. Group IG circuit breakers together in the main panel (or subpanel) or into a separate subpanel exclusively for IG circuits. If in a branch circuit panel box, run the isolated ground wires to a special insulated separate IG ground bus. Run an

insulated ground wire from the IG bus to the service entrance. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal. Connect the IG ground, neutral, and standard ground at the service entrance only. Up to four duplex receptacles may be served from a single 20-amp circuit. IG receptacles shall be color-designated. Typically used for desktop computers.

As an alternative approach for computer management, if requested by the Tenant Agency and approved by the RES Architect, provide a separate dedicated subpanel, standard 20-amp circuits, gray-colored receptacles, maximum of 4 receptacles per circuit.

Standard Receptacle

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

SECTION 16500 – LIGHTING

1.1 SUMMARY OF THE WORK

Provide electric lighting serving all spaces shown or referenced on the RES-approved drawings so as to achieve the lighting levels specified in Section 16520, utilizing the fixtures specified in Section 16510, and incorporating switch controls as specified in Section 16530.

1.2 INSTALLATION

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

SECTION 16510 – FIXTURE TYPES

1.1 FIXTURES, BALLASTS AND LAMPS

Provide, high-efficiency, energy-saving fluorescent fixtures with rapid or programmed-start ballasts, except where noted otherwise below.

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: T-5HO or high-efficiency T-8 tri-phosphorous lamps with 3500° K.(+) temperature rating and a minimum color rendering index (CRI) of 80.
2. For specialty fixtures: T-5HO, compact fluorescents, ceramic metal halide, or halogen IR, as appropriate.
3. For exit lights: Light-Emitting Diode (LED) light source with battery back-up. Exit signs must meet Energy Star requirements.

1.2 FIXTURE REQUIREMENTS FOR SPECIFIC AREAS

For general office space: provide direct/indirect lighting fixtures, either pendant or recessed (Ledalite "Achieva", Lithonia "RT5", Lithonia "Peerless" or "Peerlite", or approved equal).

For restrooms, utility rooms, lunchrooms, storage rooms, LAN rooms, and the like: provide standard recessed prismatic-lensed 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 lamp and ballast light fixtures that use multiple T-5HO fluorescent lamps. Lamp and ballast shall have an average rated life of 100,000 hours. Lamps shall be T-5HO lamps with 3500° K.(+) temperature rating and a minimum color rendering index (CRI) of 80.

All 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).

SECTION 16520 - LIGHTING LEVELS

1.1 WAITING, STORAGE, RESTROOMS AND HALL AREAS

Provide a minimum of 10 average maintained foot-candles illumination in waiting, storage areas and restrooms. Hallways shall have a minimum of 5 average maintained foot-candles illumination.

1.2 OFFICES, OPEN OFFICE AREAS, ASSEMBLY AREAS

Provide a minimum of 45 average maintained foot-candles illumination at all work surface desk-level locations. Coordinate light fixture locations with workstation layout in open office areas.

1.3 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.

1.4 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.

SECTION 16530 - 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.

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

The maximum lighting area that may be controlled from a single switch or automatic control shall not exceed 1,000 sq.ft. 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 daylighted zones, from either skylights or windows, shall be provided with controls which:

1. Control the lights independent of general area lighting, and
2. Automatically reduce lighting power in response to available daylight by either:
 - a. A combination of multi-level switching and daylight-sensing automatic controls, which are capable of reducing the light level automatically and turning the lights off, or
 - b. A combination of dimming ballasts and daylight-sensing automatic controls, which are capable of dimming the lights continuously.

Exceptions:

Display, Exhibition and Specialty Lighting Controls shall be controlled independently of general area lighting.

1.4 AUTOMATIC SHUT-OFF CONTROLS, EXTERIOR

Exterior lighting, including signs, shall be capable of being automatically switched off during daylight hours and non-use nighttime hours by either a combination of timer and photocell, or a timer with astronomic control. Automatic time switches shall also have a program back-up capability, which prevents the loss of program and time settings for at least 10 hours if power is interrupted.

1.5 AUTOMATIC SHUT-OFF CONTROLS, INTERIOR

Leased spaces greater than 5,000 sq ft shall be equipped with separate automatic controls to shut-off the lighting during unoccupied periods. Within these spaces, all office areas enclosed by walls or ceiling-height partitions, and all meeting and conference rooms, shall be equipped with occupancy sensors.

Exceptions:

1. Areas that must be continuously illuminated or illuminated in a manner requiring manual operation of the lighting.
2. Emergency lighting systems.
3. Areas in which health care tasks are performed.

Provide two-level, dual technology, manual-on/manual-off automatic sensors. Mount sensors on the wall or ceiling of the space to be switched.

1.6 OCCUPANCY SENSORS

Occupancy sensors shall be capable of automatically turning off all the lights in an area no more than 30 minutes after the area has been vacated. Lighting fixtures controlled by occupancy sensors shall have a wall-mounted, manual switch capable of turning off lights when the space is occupied.

1.7 AUTOMATIC TIMED SWITCHES

Automatic timed switches 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.

1.8 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, and submit to the RES Architect.

SECTION 16600 - COMPUTER ISOLATED POWER SYSTEM

1.1 SUMMARY OF THE WORK

Where required as a tenant improvement and shown on the drawings, provide isolated 120-volt power circuits with separate insulated ground wire throughout to separate ground bus in main panel. Identify with color-designated receptacle and identify in panel box. Group isolated power circuits together or provide separate panel box. Provide 1 circuit for 4 isolated-ground duplex receptacles maximum.

1.2 CALCULATIONS

NOTE: Provide proper power to all computer equipment; do not overload circuits. Calculations for the number of workstations are based on the following:

<u>Typical</u>	
1 personal computer (CPU)	2.70 amps
1 monitor	<u>.95</u> amps
Total	3.65 amps

A 20-amp circuit design load is 80 percent (80%), or 16 amps.

$$16A \div 3.65A = 4.38 \pm \approx 4 \text{ computers}$$

Dot matrix printers should be plugged into standard-power receptacles. Laser printers should be plugged into isolated-ground receptacles. Laser printers should have circuits verified for electrical load. It is recommended that they have their own isolated-dedicated ground. The loads are:

Dot matrix	1.00 amps
Laser	7.60 amps

These loads shall be verified by the electrical information plate on the computer or by referencing its manual. A 20-amp circuit is needed for one PC, monitor, and laser printer.

SECTION 16610 - POWER 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 Agency. Connect the systems furniture wiring (provided by the State's vendor) to the "hot boxes" after the system furniture has been installed.

SECTION 16700 - VOICE/DATA DISTRIBUTION ROOMS

1.1 GENERAL

Contractor shall coordinate with, and provide site access to, the State Department of Information Services 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 telephone 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.

NOTE: J-box and conduit required only where location is in walls or partitions. Provide standard flush-floor box service fittings for open office locations except at existing slab-on-grade.

1.3 VOICE/DATA DISTRIBUTION ROOMS

Do not locate the building electrical panels in, adjacent to, or on a common wall with any voice/data distribution room. Provide 2 - 120V dedicated outlets on one dedicated 20-amp circuit for telephone equipment, location as required by the State Department of Information Services. 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 06200, 1.3 for wall-mounted equipment board requirements).

SECTION 16720 – FIRE ALARMS

1.1 SUMMARY OF THE WORK

Where required by code or the Tenant Agency, 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 16

END OF REQUIREMENTS

R.E.S. ACCESSIBILITY ADDENDUM

Issued June 2007

The following addenda items are supplementary requirements to the July 2005 edition of Leased Space Requirements that apply to all State-leased facilities. The Lessor is required to comply with all requirements and directives delineated in its content. All issues and directives contained in this Addendum are considered basic requirements as defined in Parts A4 & A5 and therefore shall be accomplished at the sole cost and expense of the Lessor. **(The original code references that are superseded or revised by this addendum are shown in parentheses.)**

- 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. **(Part A2.2 in Leased Space Requirements)**
- 2) All accessible pedestrian curb cuts shall be located and constructed perpendicular to each street served, eliminating diagonal curb cuts (those which direct people towards the center of street intersections).
- 3) All accessible entries shall be as close as practical to the adjacent finished grade and accessible parking.
- 4) The accessible route of travel shall be in front of or to the side of the parking spaces. **(ICC/ANSI A117.1-2003, Section 502 and IBC 1106.6).**
- 5) All exterior on-site accessible routes shall be a minimum of 60" wide and shall have visual and textural cues at transition areas. **(ICC/ANSI A117.1-2003, Sections 402, 403.5, 703 & 705)**
- 6) On single-owner multi-building sites, there shall be accessible routes of travel to and between all buildings.
- 7) All interior and exterior accessible pathways, including ramps, shall have a slope no steeper than 1' of rise in 20' of run, excluding curb ramps/cuts, equipment distribution ramps, loading docks and data centers. **(ICC/ANSI A117.1-2003, Sections 405)**
- 8) Where benches are provided, at least one shall have a back, a support arm, and a level wheelchair space immediately adjacent to the bench end. **(ICC/ANSI A117.1-2003, Section 305)**
- 9) For buildings housing a minimum of 10,000 sf of State-leased space, at least one set of the primary entry doors, as well as the primary interior entrance to all State-leased spaces within such buildings, shall be equipped with power-operated doors (controlled by either motion sensors or remote activators, and configured so as to be compatible with any building access security systems). **(ICC/ANSI A117.1-2003, Section 404.3)**
- 10) Accessible stations at reception and service counters shall be integrated within the main service counter.

- 11) 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.
- 12) Where public telephones are provided, at least one in each group of telephones shall be equipped for TTY. (ICC/ANSI A117.1-2003, Section 704)
- 13) Areas of refuge shall be provided on each story above ground level. Where feasible, locate areas of refuge in a stairwell on an exterior wall. (IBC 1007.6)
- 14) All floors served by elevators shall have at least one cab sized to accommodate an ambulance stretcher. (IBC 3002.4)
- 15) When a sound system is installed in assembly occupancies, it shall include an assistive listening system. (ICC/ANSI A117.1-2003, Section 706)
- 16) The HVAC serving all offices, open office areas, conference/meeting rooms, and auditoria shall conform to noise criteria specified in the 2003 ASHRAE Handbook, Chapter 47, Table 34, “Design Guidelines for HVAC-related Background Sound in Rooms.”

EXCEPTIONS

The RES Architect may approve exceptions to any of the above requirements for good and reasonable cause. These might include unusual terrain, prohibitive cost, compliance with local jurisdiction design standards, or where the building design cannot be realized and still meet applicable requirements. All requests for exceptions shall be submitted in writing.

END OF R.E.S. ACCESSIBILITY ADDENDUM



State of Washington

SPACE PLANNING DATA SHEET

Last updated: June 2017

Instructions: This form should accompany the Modified Pre-Design and is to be completed for all new leases, purchases, relocations or expansions over 500 square feet. This tool is designed to provide an estimated rentable square footage. Refer to the State Facilities Workplace Strategies and Space Use Guidelines for more information.

Data supplied in this document will be used to:

- Evaluate the agency's request for space
- Develop the request for proposal or market search for space
- Evaluate qualifying proposals ability to meet the program needs
- Assist in developing a space plan

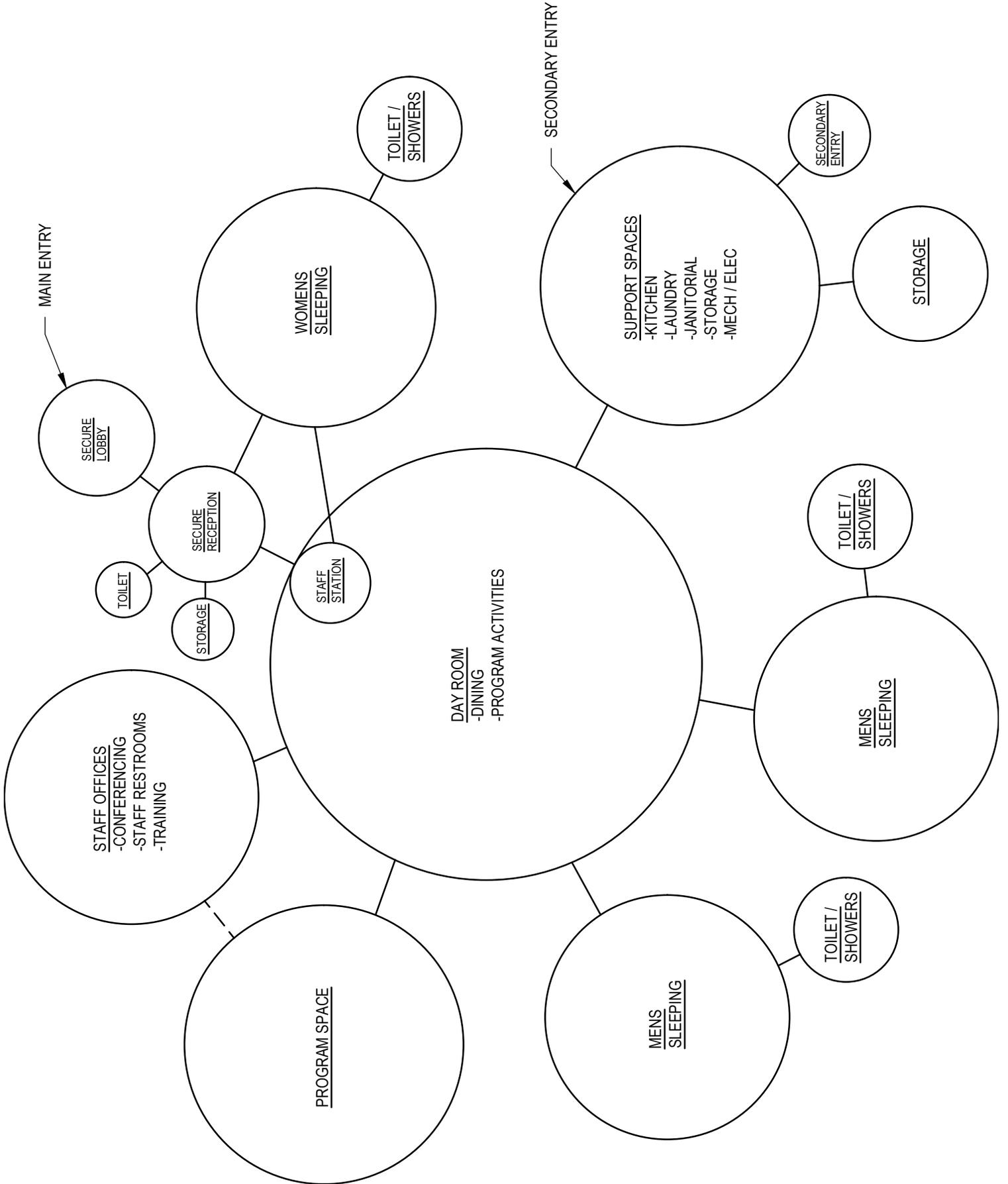
The following pages include summary instructions at the top of each page.

Project Summary Information (compiled from the following tables)

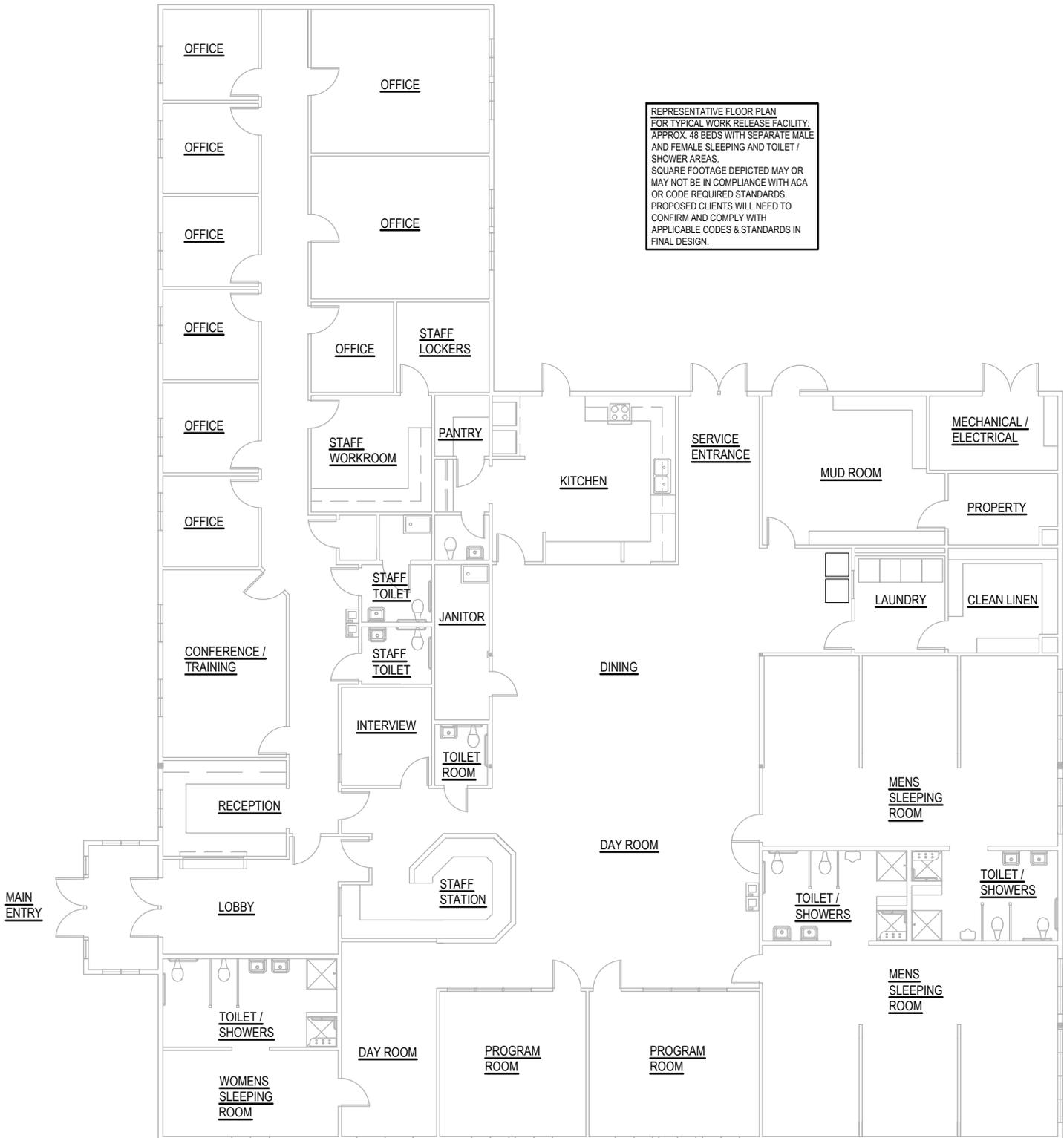
Project Title:	DOC Work Release Expansion Program	Date Submitted:	12/1/2019
Existing Facilities Total Square Feet:			
Facility Area Summary			Planned
Square Feet for Workspaces			1,650
Square Feet for Meeting & Focus Space			240
Square Feet for Office Support			525
Square Feet for Storage & Files			50
Square Feet for Program Special			6,095
Occupant Area			8,560
Base Building Circulation (40% of Total Occupant Area)			3,424
Usable (Total Occupant Area + Base Building Circulation)			11,984
Building Service and Amenity Areas (10% of Usable Square Feet)			1,198
Total Rentable Square Feet			13,182
Square Feet for Warehouse and Special Equipment (Not in Circulation Area)			120
Total Project Square Feet			13,302
User and Workspace Summary			
	Existing	Planned	
Resident	0	0	
Internally Mobile	0	0	
Externally Mobile	0	0	
Remote	0	0	
Vacant	0	0	
Total Users	0	0	
Total Offices	0	9	
Total Workstations	0	7	
Total Mobile Benches	0	0	
Total Touchdown Spaces	0	0	
Total Workspaces	0	16	
Rentable Square Feet Per Users	0	0	
Rentable Square Feet per Workspaces	0	824	

Percent of Workspaces to Number of Users	0.0%	0.0%
Planned User Growth		#DIV/0!
Planned Workspace Growth		#DIV/0!

APPENDIX 'C'
FUNCTIONAL RELATIONSHIP DIAGRAM



APPENDIX 'D'
REPRESENTATIVE FLOOR PLAN for 48 BED FACILITY



REPRESENTATIVE FLOOR PLAN

SCALE: NOT TO SCALE

Date: December 27, 2019
Project: Washington State Department of Corrections (DOC)
Work Release Program Expansion
Project No. 2020-311 A (1)
Subject: Regulatory

A Department of Corrections (DOC) 'work release' facility is an establishment approved for housing and monitoring of work/training release residents during the resident's stay in a work/training release program. DOC work release facilities shall conform to all applicable building codes, federal laws, zoning ordinances, and DOC policies in order to provide a safe and comfortable physical environment.

New or substantially remodeled work release facilities shall comply with the following:

1. DOC Policy 250.500, Work Release Physical Plant together with all referenced American Correctional Association (ACA) standards contained therein including but not limited to:
 - a. ACA, Adult Community Residential Services (ACRS), Fourth Edition
 - b. ACA, Performance-Based Standards for Adult Local Detention Facilities (ADLF), Fourth Edition
 - c. ACA, 2010 Standards Supplement
2. Chapter 19.27 Revised Code of Washington (RCW), State Building Code Act and the National Codes and Standards as adopted by reference in RCW 19.27.031 including:
 - a. ICC, International Building Code (Residential Group R-2, congregate living facility)
 - b. ICC, International Mechanical Code
 - c. ICC, International Fire Code
 - d. IAPMO, Uniform Plumbing Code
3. Chapter 19.27A RCW, Energy Related Building Standards as adopted by reference in RCW 19.27A.020.
4. Chapter 19.28 RCW, Electricians and electrical installations, rules, regulations, and standards as adopted by reference in RCW 19.28.031.
5. Chapter 39.35D RCW, High-Performance Public Buildings standards as adopted by reference in RCW 39.35D.30
6. Other more restrictive mandatory local standards, codes or ordinances deemed applicable by the local building authority.



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
WORK RELEASE

REVISION DATE
6/1/14

PAGE NUMBER
1 of 4

NUMBER
DOC 250.500

POLICY

TITLE
WORK RELEASE PHYSICAL PLANT

REVIEW/REVISION HISTORY:

Effective: 7/31/06
 Reviewed: 7/31/07
 Revised: 7/22/08
 Reviewed: 6/12/09
 Reviewed: 8/16/10
 Revised: 6/1/14

SUMMARY OF REVISION/REVIEW:

I.D. - Removed content on lighting and air circulation testing

APPROVED:

Signature on file

BERNARD WARNER, Secretary
 Department of Corrections

4/30/14

 Date Signed

 <p>STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS</p> <p>POLICY</p>	<p>APPLICABILITY WORK RELEASE</p>		
	<p>REVISION DATE 6/1/14</p>	<p>PAGE NUMBER 2 of 4</p>	<p>NUMBER DOC 250.500</p>
	<p>TITLE WORK RELEASE PHYSICAL PLANT</p>		

REFERENCES:

DOC 100.100 is hereby incorporated into this policy; [ACA 1A-01](#); [ACA 1A-06](#); [ACA 1A-09](#); [ACA 1A-10](#); [ACA 1A-11](#); [ACA 1A-12](#); [ACA 1A-13](#); [ACA 1A-14](#); [ACA 1A-15](#); [ACA 4B-03](#); [ACA 4B-05](#); [ACA 5A-23](#); [ACA 5A-24](#); [ACA 5A-25](#); [ACA 5A-26](#); [ACA 7A-05](#); [ACA 7D-37](#); [ACA 7E-02](#)

POLICY:

- I. Work Releases will conform to all applicable building codes, federal laws, and zoning ordinances to provide a safe and comfortable physical environment. [1A-09] [7A-05]
Reasonable accommodation will be made to ensure that all parts of the facility that are accessible to the public are accessible and usable by individuals with disabilities. [7E-02]

DIRECTIVE:

- I. Physical Plant Expectations
 - A. For new construction, the location of a Work Release will facilitate access to and use of community based services, resources, and public transportation. [5A-26]
 - B. The number of offenders will not exceed the facility's rated bed capacity. [1A-10]
 - C. The facility's potable water source and supply must be sanitary and approved by an independent, qualified agency or individual as compliant with jurisdictional laws and regulations. [1A-01]
 - D. The facility will be clean and in good repair, and a housekeeping and maintenance plan will be in effect. [1A-06]
- II. Facilities and Conditions
 - A. Offenders will have access to writing and seating space. [1A-13]
 - B. Offenders will have the following facilities and conditions available:
 1. Sanitation facilities, including access to toilets for use without employee assistance 24 hours a day. [4B-03]
 2. A washbasin with hot and cold running water. [4B-03]
 3. A bed and adequate space to store clothes and personal property. [4B-03]
 4. Natural light from a source within 20 feet of the sleeping room. [4B-03]
 5. Temperatures appropriate to summer and winter comfort zones. [4B-03]

 <p>STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS</p>	<p>APPLICABILITY WORK RELEASE</p>		
	<p>REVISION DATE 6/1/14</p>	<p>PAGE NUMBER 3 of 4</p>	<p>NUMBER DOC 250.500</p>
	<p>TITLE WORK RELEASE PHYSICAL PLANT</p>		
<p>POLICY</p>			

6. [1A-12] Operable showers with temperature controlled hot and cold running water.
 - a. There will be a minimum ratio of one shower for every 8 offenders, unless national or state building or health codes specify a different ratio. A mitigation plan will be in effect when a facility does not meet the minimum ratio.
 - b. Water for showers will be thermostatically controlled to temperatures ranging from 100-120 degrees Fahrenheit to ensure offender safety and promote hygienic practices.

- C. Adequate and appropriate areas will be provided for visiting, recreation, and leisure time activities. [5A-23]
- D. Adequate private counseling space will be readily accessible. [5A-24]
- E. Adequate space and furnishings to accommodate group activities, such as group meetings of the offenders, will be provided in the facility. [5A-25]
- F. [7D-37] Adequate space will be provided for administrative, direct care, professional, and clerical employees. This space includes conference areas, a storage room for records, and toilet facilities.
- G. Space will be provided for janitorial supplies in one or more locations that are accessible to the living and activity areas. [1A-11]
- H. Space will be provided in the facility to store and issue clothing, bedding, and other items required for personal hygiene. [4B-05]

III. Living Space

- A. Male and female offenders will not occupy the same sleeping room. [1A-14]
 1. [1A-15] Offenders will be permitted to decorate their living and sleeping quarters with personal possessions within facility guidelines. These guidelines will be available to all offenders and employees/contract staff, and will be reviewed annually and revised as needed.

DEFINITIONS:

Words/terms appearing in this policy may be defined in the glossary section of the Policy Manual.



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
WORK RELEASE

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POLICY

TITLE
WORK RELEASE PHYSICAL PLANT

ATTACHMENTS:

None

DOC FORMS:

None