

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

A G E N D A

November 12, 2024
10:00 AM

Bill Mahan Conference Room
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton

The Port of Bremerton Board of Commissioners have resumed in-person meetings but are maintaining the option for the public to participate remotely as well. The public is invited to view and/or participate in the hybrid meeting by attending in person or through one of the following options:

- To stream online only (via BKAT feed, with no interaction possible):
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
- To join the online Zoom meeting: <https://us02web.zoom.us/j/3359030010>
- For audio only; dial 1.253.215.8782; Meeting ID: 335 903 0010

Call to Order

Pledge of Allegiance

Approval of Agenda

Consent Items

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting of October 15, 2024.
- B. Payment of checks #902492 through #902493 and #902494 and #902495 through #902499 and #02296 and #86222 through #86237 and #E02297 through #E02310 and #902500 through #902503 and #E02311 and #902504 through #902507 and #E02312 and #902508 through #902518 and #E02313 and #86323 through #86382 and #E02314 through #E02339 and #902519 and #902520 through #902523 and #E02340 and #902524 through #902529 and #902530 through #902533 and #86383 through #86399 and #E02341 through #E02356 and #902534 through #902535 and #902536 through #902539 and #86400 through #86409 and #E02357 through #E02372 from the General Fund for \$865,010.70.
- C. Excuse Commissioner Strakeljahn's absence due to personal travel.

Work Study Session

1. 2025 Preliminary Budget

Citizen Comments: *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board (gingerw@portofbremerton.org).*

Action Items

1. First Amendment to Lease Agreement with L3Harris Technologies, Inc.
2. Bid Acceptance for the Bay Street Structure Removal Project with Skycorp, Ltd

Staff Reports

Commission Reports / New Business

Executive Session *(if necessary)*

Adjournment

Regular business and other meetings that may be attended by members of the Board

<u>Date</u>	<u>Time</u>	<u>Meeting</u>
11/12	10:00 am	*Commission Regular Business Meeting – Hybrid
11/21	11:00 am	Kitsap Regional Coordinating Council (KRCC) Executive Committee
11/26	6:00 pm	*Commission Regular Business Meeting – Hybrid

Meetings are subject to change or cancellation

**Denotes events in which two (2) or more Commissioners may attend*

PORT OF BREMERTON
BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING

MINUTES

October 15, 2025
(adjourned from October 8, 2024)
10:00 AM

Bill Mahan Conference Room
Port Administration Offices
Bremerton Nat'l Airport Terminal Bldg
8850 SW State Hwy 3, Bremerton
Remote Option via Zoom

Commissioners and Staff Present

Commissioners

Gary Anderson
Cary Bozeman
Axel Strakeljahn - Remote

Staff Members

Jim Rothlin
Arne Bakker
Aaron Schielke
James Weaver
James Goodman
Cole Barnes
Ginger Waye
Stephanie Frame
Anne Montgomery, Atty

Call to Order

President Anderson called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Approval of Agenda

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting of September 24, 2024.
- B. Payment of checks #902471 through #902472 and #E02276 and #902473 and #902474 and #86165 through #86207 and #E02277 through #E02284 and #902475 and #902476 through #902479 and #902480 through #902483 and #902484 and #902485 through #902486 and #902487 and #86208 through #86221 and #E02285 through #E02295 and #902491 from the General Fund for \$426,745.39. Void Checks #84529 and #85004 and #85019.

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Stormwater Environmental Update – Phil Struck, Struck Environmental

Mr. Struck offered a brief bio stating he has been practicing stormwater and environmental consulting for 30+ years and, to give context on his background, listed some of his recent projects.

He provided a PowerPoint presentation detailing the following:

- Status of the Port's National Pollutant Discharge Elimination System (NPDES) Permit Compliance detailing how the Port is currently meeting the permit requirements; however, additional investments were discussed that are recommended to maintain compliance especially with new upcoming permit requirements.
- Overview of the Port's expansive stormwater system.
- Stormwater Pollution Prevention Plan (SWPPP), which needs to be updated at least every 5 years or as needed.
- Draft 2025-2029 Permit has been released and is out for comment; it will be finalized by the end of the year and goes into effect January 1, 2025. Major changes to the permit were discussed along with the potential impacts to the Port.
- Next steps and schedule

Mr. Struck responded to questions and comments throughout the presentation.

Work Study Session

1. 2025 Budget Workshop

CEO Jim Rothlin described the overall budget process stating tonight's workshop would cover details of the capital budget, overview of the operating budget, and community activities.

CFO Aaron Schielke led a PowerPoint presentation providing detail on:

- Mission & Vision
- Port job generation
- Port indirect economic impact
- 2025 budget goals

COO Arne Bakker reviewed the top Port priorities that came out of the retreat held in June 2024 and provided the 2025 capital projects including roll-overs from prior years and new projects. Director of Marine Facilities, James Weaver, discussed in detail the necessary marina dock repair/replacements that are needed along with the Port Orchard Marina breakwater replacement. COO Bakker closed with a capital budget summary which listed a total 2025 internal funding need for capital projects of \$2,039,790.

CFO Schielke continued his presentation detailing:

- Operating and tax revenue comparisons from 2021-2025
- Operating expenses comparisons from 2021-2025
- 2025 budget operating and non-operating revenues and expenses
- Levy analysis on property tax comparison between 0% and 1%

Questions and comments were addressed throughout the presentation.

CEO Rothlin introduced the 2025 community activities budget stating it is 100% Commission-driven. CFO Schielke presented a spreadsheet listing the previous four years' allocations to community agencies and groups stating that a total of \$55,000 has been allocated to the 2025 budget. The Commissioners were also provided with the 2025 request letters. Following review of the spreadsheet and the 2025 requests, the Commissioners made the following revisions to the allocation list:

- Visit Kitsap decreased to \$2,000
- Western Washington Center of the Arts (WWCA) – one-time at \$5,000
- Bremerton Pilots Association increased to \$10,000
- Recreational Boater Association of Washington (RBAW) added at \$1,000
- Legislative Luncheon – removed

Citizen Comments

Doug Haughton, President, Bremerton Pilots Association (BPA)

- Appreciates the consideration to increase the sponsorship for BPA's scholarship fund to \$10,000; however, he discussed the reasoning for BPA's 2025 request for the equivalent of three scholarships at \$16,500 and requested the board reconsider its allocation.

Action Items

1. Second Amendment to Lease Agreement with American Towers, LLC
Presented by Arne Bakker, Chief Operations Officer

Following the presentation and after questions and comments were addressed:

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Approve the Second Amendment to Lease Agreement with American Towers, LLC, as presented and authorize the CEO to execute the Amendment.

MOTION CARRIES, 3-0

2. Final Acceptance of OVIP 7 (Quinault Building) Roof Overlay Project 04-24-40014-C with Signature Roof Service, LLC
Presented by James Goodman, Director of Facilities & Property Development

Following the presentation and after questions were addressed:

It was moved by BOZEMAN, seconded by STRAKELJAHN to:

Accept as final the roofing overlay system and heater replacement project 04-24-40014-C at 5626 Imperial Way (OVIP 7) with Signature Roof Service, LLC, in the amount of \$233,743.

MOTION CARRIES, 3-0

Staff Reports

Jim Rothlin, Chief Executive Officer reported on:

- Recognized the following employees on their work anniversaries with the Port:
 - Brian Robinson, Port Maintenance III, 35 years. CEO Rothlin noted that Mr. Robinson was originally hired as temporary summer maintenance at \$4.50/hr.
 - Ellen Ataie, Contract Administrator, 2 years
 - Tami Brackenburg, Marina Administrative Specialist, 2 years
 - Marco Baladad, Port Maintenance I – Airport, 2 years
- Airport Feasibility Study update
- Working with Puget Sound Energy, Willdan Energy Solutions, and the Washington Department of Enterprise Services on a strategic energy efficiency plan.
- US Navy performing underwater exercises in the vicinity of Bremerton Marina in October.
- WA Department of Fish & Wildlife conducting European green crab testing around Bremerton Marina.
- Port's fall food drive which is currently underway until the end of November.

Commission Reports / New Business

Commissioner Anderson

- Attended the Northwest Marina & Boatyard Conference hosted by Northwest Marine Trade Association (NMTA) and Washington Public Ports Association (WPPA). Director of Marine Facilities, James Weaver, provided details on the conference.

Executive Session - None

Adjournment

There being no further business before the Board, the meeting was adjourned at 12:06 p.m.

Submitted,

Approved,

Jim Rothlin
Chief Executive Officer
November 7, 2024

Cary Bozeman
Commission Vice-President
November 12, 2024

Port of Bremerton
Preliminary Budget
2025

Port of Bremerton 2025 Preliminary Consolidated Budget

Revenues	2024 Budget	2025 Budget	Change \$	Change %
Airport	661,449	709,880	48,431	7.32%
Industrial Parks	1,711,605	1,860,640	149,035	8.71%
Port Orchard Marina	2,059,884	2,074,456	14,572	0.71%
Bremerton Marina	1,330,630	1,429,500	98,870	7.43%
Other Marinas	109,706	91,336	(18,370)	-16.74%
Total Operating Revenues	5,873,274	6,165,812	292,538	4.98%
Non-Operating Revenues	2024 Budget	2025 Budget	Change \$	Change %
Tax Levy	4,123,766	4,357,262	233,496	5.66%
Grants/Loans	7,283,000	2,145,000	(5,138,000)	-70.55%
Interest Income	260,000	885,000	625,000	240.38%
Total Non-Operating Revenues	11,666,766	7,387,262	(4,279,505)	-36.68%
Total Revenue (Sources)	17,540,040	13,553,074	(3,986,967)	-22.73%
Operating Expenses	2024 Budget	2025 Budget	Change \$	Change %
Airport	1,388,693	1,342,520	(46,173)	-3.32%
Industrial Parks	1,084,166	1,049,389	(34,777)	-3.21%
Port Orchard Marina	1,904,189	2,013,267	109,078	5.73%
Bremerton Marina	1,324,630	1,411,247	86,617	6.54%
Other Marinas	131,550	146,132	14,582	11.08%
General & Administrative	2,495,170	2,555,817	60,647	2.43%
Total Operating Expenses	8,328,398	8,518,372	189,974	2.28%
Non-Operating Expenses	2024 Budget	2025 Budget	Change \$	Change %
Interest Expense	31,091	42,108	11,017	35.43%
Debt Service	119,325	391,663	272,338	228.23%
Total Non-Operating Expenses	150,416	433,771	283,355	188.38%
Total Expenses	8,478,814	8,952,143	473,329	5.58%
Transfer (from) to Stormwater Reserve	314,025	(235,000)	(549,025)	-174.83%
New Building Funding - Future Year Capital Project	-	300,000	300,000	100.00%
Transfer (from) to Reserves	-	146,141	146,141	100.00%
Net Transfer from(to) Reserves	314,025	211,141	(102,885)	-32.76%
Total Available for Capital Projects	8,747,201	4,389,790	(4,357,411)	-49.81%
Capital Projects	2024 Budget	2025 Budget	Change	Change
Airport	787,500	2,200,000	1,412,500	(787,500)
Industrial Parks	705,000	645,000	(60,000)	(705,000)
Port Orchard Marina	6,040,500	235,000	(5,805,500)	(6,040,500)
Bremerton Marina	152,500	122,000	(30,500)	(152,500)
Other Marinas	777,000	1,030,000	253,000	(777,000)
General & Administrative	284,701	157,790	(126,911)	(284,701)
Total Capital	8,747,201	4,389,790	(4,357,411)	-49.81%
Total Expenses & Capital (Uses)	17,540,040	13,553,074	(3,986,967)	-22.73%

**Port of Bremerton
2025 Preliminary Capital Budget**

Segment	New Projects for 2025	2025 Project Budget	Grants/ Appropriations	Restricted Reserves	Net \$ 2025
Airport	Airport Master plan	\$ 800,000	\$ (720,000)		\$ 80,000
Airport	Feasibility Study Phase 2	\$ 515,000	\$ (515,000)		\$ -
GA	Economic Impact Study	\$ 75,000			\$ 75,000
OVIP	Cruiser Loop Spec building Design	\$ 250,000			\$ 250,000
BM	Restroom showers remodel	\$ 12,000			\$ 12,000
PO Prop	Marina Park restroom/lift station design	\$ 100,000			\$ 100,000
Airport	Regulator & Capacitor Replacement Airport Lighting	\$ 35,000			\$ 35,000
Airport	Hangar 11-16 Ramp Rehabilitation	\$ 500,000			\$ 500,000
PO Prop	Baystreet Environmental Project (521,525 Bay Str)	\$ 760,000	\$ (760,000)		\$ -
APT/OVIP	Stormwater Enhanced Maintenance Plan	\$ 80,000	\$ (60,000)	\$ (20,000)	\$ -
POM	Fuel tank lining & refit	\$ 185,000			\$ 185,000
APT/OVIP	OWS Shop (Restricted Stormwater)	\$ 90,000		\$ (90,000)	\$ -
APT/OVIP	Backhoe	\$ 125,000		\$ (125,000)	\$ -
APT/OVIP	Wastewater pond water service	\$ 50,000			\$ 50,000
APT/OVIP	Small Wastewater debris screen & removal	\$ 200,000			\$ 200,000
POM	Marina Office roof replacement	\$ 20,000			\$ 20,000
APT/OVIP	Vehicle Replacement/Replacement of Ranger 1998	\$ 55,000			\$ 55,000
POM	IT Equipment replacement (Router, switches, patch)/ dedicated	\$ 30,000			\$ 30,000
BM	Truck replacement Ranger (2005)	\$ 55,000			\$ 55,000
BM	Office VAN replacement	\$ 55,000			\$ 55,000
Airport	Terminal Building Exterior Siding / Paint	\$ 25,000			\$ 25,000
APT/OVIP	Fuel Pumps Maintenance Shop	\$ 50,000			\$ 50,000
OVIP	Security Cameras OVIP	\$ 20,000			\$ 20,000
OVIP	Belfair Hose Fencing	\$ 50,000			\$ 50,000
PO Prop	Marina Park ADA Improvements (only if Grant is obtained)	\$ 170,000	\$ (90,000)		\$ 80,000
	SUB TOTAL - New 2025 Projects	\$ 4,307,000	\$ (2,145,000)	\$ (235,000)	\$ 1,927,000

Replenishment of Capital Reserve Funding:

Site, Utility, Building Improvements (\$200,000 target)	\$ 22,755	\$ 22,755
Business Development Opportunities (\$50,000 target)	\$ 10,035	\$ 10,035
Software Upgrades, System Expansion (\$150,000 target)	\$ 50,000	\$ 50,000

Total Capital Projects	\$ 4,389,790	\$ (2,145,000)	\$ (235,000)	\$ 2,009,790
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PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #1
Subject: L3Harris First Amendment to Lease Agreement
Exhibits: Lease Amendment
Prepared By: Cole Barnes, Airport Manager
Meeting Date: November 12, 2024

Summary:

L3Harris has operated and maintained the FAA’s Automatic Dependent Surveillance Broadcast (ADS-B) at Bremerton National Airport since May 26, 2009. ADS-B is a technology used in aviation to improve the accuracy and efficiency of air traffic control. Currently, L3Harris is negotiating a new contract with the FAA, which is set to expire on September 30, 2025. L3Harris needs to execute an annual extension for their 50’x50’ ground lease with the Port. Currently, L3Harris does not pay a lease rate as they are providing the airport with an ADS-B radio station in coordination with an FAA contract. This lease will be renewed as long as the FAA contract is in place with L3Harris. This is an FAA driven program that adds great benefit to our airport in exchange for a small plot of land that would otherwise not be utilized.

Fiscal Impact:

None

Strategic Purpose:

This action conforms with the Port’s strategic plan in Goal Strategy 4.c. Have a deliberate, cost-effective process for evaluating new and unique business opportunities.

Recommendation:

Staff recommends approval of Lease Amendment #1 with L3Harris Technologies Inc.

Motion for Consideration:

Move to approve the First Amendment to Lease Agreement with L3Harris Technologies Inc. as presented.

**FIRST AMENDMENT TO LEASE
BREMERTON NATIONAL AIRPORT, ADS-B RADIO STATION SITE SV174-19**

This First Amendment (“Amendment”) is made by and between **L3Harris Technologies, Inc.**, (“Lessee”) a Delaware corporation, and the **The Port of Bremerton**, (“Lessor”). This amendment is effective as of the date of the last signature below (“Effective Date”). This Amendment may refer to L3Harris and the **The Port of Bremerton** collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the original ADS-B radio station site lease agreement (“Agreement”) originally dated 26 May 2009 was between the **Port of Bremerton** and ITT Corporation (“Original Lessee”); and

WHEREAS, Original Lessee divested into Exelis Inc. effective October 31, 2011, Exelis Inc. then merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

WHEREAS, the ADS-B radio station site on the leased premises is an integral part of the FAA National Airspace Systems (NAS); and

WHEREAS, the initial 18-year FAA contract term for ADS-B surveillance services with the Lessee concludes at the end of GFY 2025 with such contract services thereafter being continued by FAA extension to the current contract and/or continued under a new FAA contract; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Agreement to update the point of contact for Notice and to extend the term thereof and to otherwise modify the Agreement as expressly provided herein to accommodate services beyond GFY2025 by removing the September 30, 2025 occupancy limitation and replacing it with a limitation based on the then-current FAA contract, thereby providing assurance to the airport that the lease remains valid only if the lessee has an active contract with the FAA that is supported by the leased premises.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

- 1. RENEWAL.** Section 7 of the Agreement is deleted and replaced with the following:

This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee’s option shall be deemed exercised and the lease renewed each year for one (1) year unless Lessee gives Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the term of the then-current FAA contract supported by the use of the premises.

- 2. NOTICES.** Section 15 of the Agreement is deleted and replaced with the following:

All notices/correspondences shall be in writing and shall be addressed as follows (or to such other address as either Party may designate from time to time by notice or correspondence to the other).

TO LESSOR:

TO LESSEE: L3Harris Technologies, Inc.
Attn: Jennifer Banasik
2235 Monroe Street (5th floor),
Herndon, VA 20171.
Jennifer.Banasik@L3harris.com.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives as of the date shown below.

THE PORT OF BREMERTON

L3HARRIS TECHNOLOGIES, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PORT OF BREMERTON
AGENDA SUMMARY

Agenda Item No: Action Item #2
Subject: Bid Acceptance - Bay St. Properties Structure Removal
Exhibits: Construction Contract with Skycorp, Ltd
Prepared By: James Weaver, Director of Marine Facilities
Meeting Date: November 12, 2024

Summary:

This project is for the bid acceptance and construction contract of the removal of two structures located at 521 and 525 Bay Street in Port Orchard Washington.

In 2020, the Port of Bremerton purchased properties located at 521 and 525 Bay Street, Port Orchard, Washington, which contained former petroleum tanks and contaminated soils. Permits for the structure removal have been approved by the City of Port Orchard. The bid acceptance and construction contract are for the hazardous construction material abatement and removal of two structures to allow for the tank removal, contaminated soils removal, and for the environmental cleanup work to proceed.

Fiscal Impact:

Total 2024 Capital Budget #03-22-30008 Bay St properties:	\$ 120,208.00
<i>(The original estimated project cost: \$ 95,000.00)</i>	
The Skycorp, LTD bid amount	\$ 58,312.80
Remaining 2024 Capital Budget #03-22-30008 Bay St properties:	\$ 61,895.20

Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 7. Continue to improve the Port's environmental performance and minimize its ecological footprint.

Recommendation:

Authorize staff to accept the bid from Skycorp, Ltd for the Bay Street properties' structure removal and to authorize the CEO to sign the construction contract.

Motion for Consideration:

Move to accept the bid from Skycorp, Ltd for the Bay Street properties' structure removal and to authorize the CEO to sign the construction contract.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is entered into this ____ day of November, 2024, by and between the Port of Bremerton (the "Port"), whose business address is 8850 SW State Highway 3, Bremerton, WA 98312, and the Contractor identified below.

CONTRACTOR

Contractor's Name	SKYCORP LTD
Authorized Representative	SKYLER WALDAL
Address	526 NW AVE SUITE 11, ARLINGTON, WA 98233
Telephone Number	360-926-8989
Facsimile Number	
Registration Number	SKYCOL*899DD
Washington UBI Number	603-077-334
Federal Identification Number	

WITNESSETH:

That for and in consideration of the terms and conditions contained herein and the Contract Documents made part of this Contract, the parties hereto agree as follows:

1. Scope of Work: For and in consideration of the Contract Sum noted below, subject to the terms and conditions contained herein, the attachments hereto, and the documents referenced herein, the Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner consistent with industry standards and applicable codes, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce and to fully, completely, and faithfully comply with all the terms and conditions of this Contract:

Demolition of properties 521 and 525 Bay St. in Port Orchard, WA, per the Contract Documents below (if any).

Contractor shall ensure that each subcontract incorporates this Contract and is subject to its terms and conditions.

2. Contract Documents: The Contract Documents include:

- i. This Contract;
- ii. The Invitation to Bid Project 03-22-30008-C, Small Works ID PB-24-0006 & PB 24-0005 and all appendices, attachments, and/or specifications attached thereto, if any (the "Bid Documents");
- iii. General Conditions, if any;
- iv. Any additional drawings and/or specifications provided by the Port;
- v. Any Change Orders executed by and between the Port and Contractor after execution of this Contract; and
- vi. The Contractor's bid proposal dated October 22, 2024 (Small Works ID PB-24-0005) and October 23, 2024 (Small Works ID PB-24-0006), if any ("Contractor's Proposal").

Any conflicting provisions in the Contract Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Port, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. General Conditions;
- iii. Any Change Orders executed by and between the Port and Contractor after execution of this Contract;
- iv. Any additional drawings and/or specifications provided by the Port;
- v. The Bid Documents; and
- vi. The Contractor's Proposal.

3. Contract Sum: The Port shall pay the Contractor the lump sum amount of Fifty-Eight Thousand Three-Hundred Twelve Dollars and Eighty Cents (\$58,312.80), inclusive of all applicable taxes, for the Work completed in conformance with this Contract (the "Contract Sum").

4. Contract Time: The Work shall commence after the Port issues a Notice to Proceed, and the Work shall receive final completion no later than 25 calendar days after Contractor's receipt of the Notice to Proceed (the "Contract Time").

5. Payment: On or before the first (1st) day of each month, Contractor shall submit a detailed monthly pay request, in a form reasonably acceptable to the Port, for all Work completed during the immediately preceding month. The requested payment shall be in an amount proportionate to the percentage of the Work completed, as reasonably determined by the Port. The Port may

request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor as a condition of issuing payment. The Port shall remit payment within thirty (30) days after approval of the pay request, pursuant to the terms below:

- a. In the case of a dispute as to the amount owed, the Port will pay only the undisputed amount until the dispute is resolved. The Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute and must continue to perform the Work pursuant to this Contract pending resolution of the dispute.
- b. In cases of single payment, the Port shall make payment only after all appropriate releases are submitted and the retention period has expired.
- c. The Port shall retain five (5) percent of the moneys earned by the contractor as required by RCW 60.28, and pay the retainage as provided therein.
- d. Before final payment, Contractor shall furnish to the Port the following:
 - i. An affidavit that payroll, bills for materials and equipment, and other indebtedness connected with the work for which the Port or Port's property might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied.
 - ii. State Department of Labor & Industry - "Affidavit of Wages Paid on Public Works Contract" for Contractor and each Subcontractor (RCW 39.12.040).
 - iii. State Department of Labor and Industry - "Letter releasing the Port from Industrial Insurance Contribution Liability" (RCW 51.12.050).
 - iv. State Employment Security Department - "Certificate of Payment contributions, penalties and Interest on Public Works Contracts" (RCW 50.24.130).
 - v. Any other close-out documents reasonably requested by the Port or required by law.

6. Payment and Performance Bond: The Contractor shall secure, at its sole cost and expense, a payment and performance bond from a surety company acceptable to the Port admitted and licensed in the State of Washington, which bond shall in the full amount of the Contract Sum, plus sales tax, pursuant to RCW 39.08 (the "Contractor's Bond"). The Contractor's Bond shall be substantially in the form attached hereto as Exhibit A. Within five (10) days of entering into this Contract, the Contractor shall deliver two (2) copies of the bond to the Port. THE PORT MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH CONTRACTOR'S BOND IS RECEIVED AND/OR TERMINATE THIS CONTRACT IF CONTRACTOR FAILS TO TIMELY PROVIDE THE CONTRACTOR'S BOND.

6.1 Alternative to Contractor's Bond: In the event the Contract Sum is less than \$150,000, and upon written request from the Contractor prior to the first payment under this Contract, in lieu of the Contractor's Bond the Port will retain ten percent (10%) of the Contract Sum

from each payment for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later pursuant to RCW 39.08.010(3).

7. Employment and Wage Law Compliance: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW, and all other applicable laws. The workers of all contractors and subcontractors on all Port "public works" as defined by RCW 39.04.010 shall be paid the "prevailing rate of wage" including "usual benefits" and overtime, paid in the locality as those terms are defined by Chapter 39.12 RCW. The contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities. In accordance with RCW 39.12.030, applicable prevailing wage rates can be found at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. Any dispute in connection with this contract which the parties cannot resolve among themselves shall be referred to the director of Washington State Department of Labor & Industries for arbitration, and the director's decision shall be final, conclusive and binding on all parties to the dispute.

8. Insurance:

8.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington and reasonably acceptable to the Port, an occurrence-based Commercial General Liability Insurance policy, which shall provide bodily injury and property damage liability on the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by subcontractors of any tier or by anyone directly or indirectly employed by any of them including owned, non-owned and hired vehicles, or by anyone for whose acts any of them may be liable.

8.2 The insurance will name the Port, its consultants and employees, and any required governmental agencies as additional named insureds by way of a policy endorsement for Work performed under this Contract and the policy shall be designated primary for both defense and indemnity. Such limits of liability insurance shall not be less than the following:

- a) \$1,000,000.00 per occurrence for bodily injury liability including sickness, disease or death, and \$2,000,000.00 bodily injury liability for all occurrences (other than automobiles);
- b) \$1,000,000.00 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence, and \$1,000,000.00 property damage liability for all occurrences;
- c) As an alternate to subparagraphs a) and b) above, the Contractor may insure for \$1,000,000.00 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000.00 general aggregate stop loss;

d) \$1,000,000.00 per accident for bodily injury liability including sickness, disease or destruction of property of others, including loss of use thereof arising out of the operation of automobiles; and;

e) \$1,000,000.00 for claims for damages insured by personal injury liability covered (included and defined in the Commercial General Liability Insurance Policy) which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or; (2) by another person.

8.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit, and other similar employee benefit acts in the State statutory amount, and Employer's Liability with coverage of at least \$250,000.00/\$500,000.00.

8.4 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment.

8.5 Before commencing Work, the Contractor shall furnish the Port with Certificates of Insurance as evidence of all insurance required by the Contract Documents. No Progress Payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies. Furthermore, the policies of insurance required herein (except for Workers' Compensation Insurance) shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Lessor except upon forty-five (45) days' prior written notice from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Contractor which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Contractor.

9. Change Orders:

9.1 The Port may, without invalidating the Contract, order in writing extra Work or make changes to the Work by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof, and of the Contract Documents, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. Contractor shall make no claims for extras unless the same shall be agreed upon in writing by the Port and signed by the Port prior to the performance of any such extra Work. No change order is valid and binding on the Port unless and until it has been signed by the Port. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK,**

ADJUSTMENT IN THE CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE PORT.

9.2 In case of any dispute over adjustment of the Contract Sum or the Contract Time, Contractor shall proceed with the Work and deliver to the Port a Statement of Claim setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data within ten (10) days of the event giving rise to the Statement of Claim. Contractor waives all rights to an increase the Contract Price or extension of time if it fails to provide timely Statement of Claim as required in this Paragraph. The Port does not waive the requirement for timely written Statement of Claim, unless the Port's waiver is unequivocal, explicit, and in writing. The dispute shall be resolved in accordance with the procedures set forth in the Contract.

9.3 Contractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Contract Sum and/or Contract Time effected through a written change order shall constitute full accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

10. Liquidated Damages: The parties agree that time is of the essence of this Contract and that the Port will suffer financial loss if the Work is not completed within the Contract Time set forth above, plus any extensions allowed due to change orders. They also recognize the delays, expense, and difficulties involved in providing the actual loss suffered by the Port if the Work is not completed on time. Accordingly, instead of requiring any such proof, Port and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Port \$100.00 for each calendar day that expires after the time set forth above for completion of the Work.

11. Non-Compliance:

11.1 If the Contractor fails to comply with the terms and conditions of this Contract, the Port will give the Contractor three (3) days' written notice to cure such default. If Contractor fails to correct said default after receipt of written notice from the Port to commence and continue correction of such default or neglect with diligence and promptness, the Port may terminate this Contract in writing and, thereafter, obtain another contractor to perform the Work. Any such costs incurred by the Port shall be charged against the Contractor.

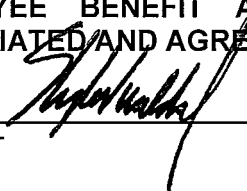
11.2 In addition to the termination rights set forth in Paragraph 11.1, the Port may terminate the Work for its convenience at any time and for any reason or no reason at all. In the event the Port terminates the Contract for convenience, the Port shall give the Contractor written notice of its intent to terminate as soon as possible and, in any event, at least five (5) working days prior to the date of termination. Upon receipt of the Port's written notice of intent to terminate, the Contractor shall immediately begin taking such steps as are necessary to cancel material and equipment orders, and other subcontracts, in such manner as to minimize cancellation costs. After receipt of a notice of termination for convenience, the Contractor shall submit to the Port a request for costs associated with the termination, which shall be prepared in accordance with the procedures in this

Contract. In the event that the Port terminates the Contract for convenience, payment shall be made in accordance with the terms of this Contract for the actual Work performed.

11.3 In the event the Port terminates this Contract for cause but such determination is later determined by a court of law or other binding dispute resolution process that the termination was without cause, such termination shall be deemed a termination for convenience and Contractor shall be compensated as set forth in Paragraph 11.2.

12. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the Port and its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and costs, consulting fees, expert fees, and expenses, arising out of or resulting from performance of the Work. Contractor's indemnity and defense obligations do not extend to liability resulting from the sole negligence of the Port and their agents. Contractor's duty to indemnify and defend the Port for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Port and their agents; and (b) Contractor or its agents, employees, and subcontractors and suppliers of any tier, shall apply only to the extent of the negligence of Contractor, its agents, employees, and subcontractors and suppliers of any tier.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONTRACTOR BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, THE UNITED STATES LONGSHORE AND HARBOR WORKERS COMPENSATION ACT, 33 USC §901-950, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO



Contractor

Port of Bremerton

13. Warranty: For a period of one (1) year from the date of final acceptance, the Contractor warrants that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, will be performed in a skillful and workmanlike manner in compliance with all applicable codes, and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Port, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall not be relieved of its general warranty obligations by the specification of a particular product in the Contract Documents. During the warranty period the Contractor shall repair or replace any substandard or defective Work at no cost to the Port. The warranty provided in this Paragraph is non-exclusive and shall not replace

any other warranty or contractual obligations of the Contractor. The Port expressly reserves all other remedies available to it at law or equity.

14. Job Safety/Housekeeping: Contractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including, but not limited to, compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/WISHA, and any safety measures requested by Port. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Contractor's or its lower-tier subcontractor's care, custody or control. Contractor and its lower-tier subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and Port's safety rules, as provided in writing to Contractor. Contractor shall promptly provide Port with written notice of any safety hazard(s) or violation(s) found on the jobsite. Contractor agrees to defend, indemnify and hold Port harmless from all WISHA and/or OSHA claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor's or its subcontractors' failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Port may charge against the sums otherwise owing to Contractor the amount of the fine and/or fees, costs and expenses incurred by Port in the defense of the claim's citation and/or fine arising from or related to the Contractor's above-referenced failure.

All Work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the Port determine Contractor is not fulfilling its obligation in this regard, the Port reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

15. Permits. Unless specified otherwise in the Contract Documents, the Contractor shall obtain and pay for all required permits, including the General Building Permit and any associated plan check fees, etc. The Contractor is to provide and pay for any required plan development and engineering, etc. required to obtain the needed permits. The Contractor shall pay for any and all inspections necessary for execution and completion of the Work.

16. Compliance with Laws: Contractor shall comply with all applicable laws in performing the Work, including, but not limited to, all federal, state, and local laws, regulations, codes, and standards that are applicable at the time Contractor performs Work.

17. Taxes and Temporary Functions: Contractor shall pay any and all federal, state, and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its Work,

including, but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagmen, drinking water, storage, ventilation, and heat.

18. Dispute Resolution: This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in the Superior Court in and for Kitsap County. In the event that any party commences litigation against the other party relating to the performance, enforcement, or breach of this Contract, the substantially prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs, and any such fees or costs incurred on appeal. Both parties waive their right to a jury trial.

19. Non-Discrimination: The Contractor agrees that it shall not discriminate against any person on the grounds of race, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable federal, state or local law, code or regulation. In the event that the Contractor violates this provision, the Port may terminate this Contract immediately.

20. Independent Contractor: Contractor is an independent contractor and not an agent or employee of the Port.

21. Amendment: No modification, termination, or amendment of this Contract may be made except by written Contract signed by all parties.

22. Waiver: No failure by the Port to insist upon the strict performance of any covenant, duty, Contract, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, Contract, term or condition. Any waiver by the Port must be expressly made in writing and signed by the Port.

23. Captions: The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

24. Survivability: All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

25. Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26. Neutral Authorship: Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract, in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

27. Notice: All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to

have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address provided in this Contract or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

28. Entire Contract: This Contract represents the final understanding of the parties. The entire agreement between the parties hereto is contained in this Contract and the exhibits hereto; and this Contract supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.

This Contract is entered into as of the day and year first written above.

PORT OF BREMERTON

CONTRACTOR

Skyco's, Ltd

By: _____

By: *[Signature]*

Title: _____

Title: *President*

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE

(Select One)



I hereby elect to have the retained percentage of this contract held in a fund by the OWNER until thirty (30) days following final acceptance or until retainage can be released as provided by law, whichever date is later.



I hereby elect to have the OWNER invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.011, .021, and .051.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The OWNER shall not be liable in any way for any costs or fees in connection therewith.

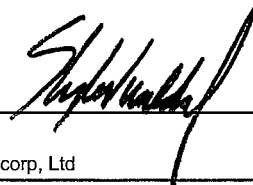
Prior to the OWNER investing any fund in an escrow account, the contractor shall obtain an escrow agreement from the repositor stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by the OWNER.



I hereby elect to provide a Retainage Bond.

Date 10/30/2024

Signed _____



Company Name Skycorp, Ltd

Address 526 NW Ave Suite #11

Arlington, WA 98223



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (10/30/2024), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Skycorp, Ltd

Bidder’s Business Name

Signature of Authorized Official*

Skylar Waldal

Printed Name

President

Title

10/30/2024

Date

Arlington

City

WA

State or country

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington State

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**RETENTION OF CONTRACT AMOUNT
IN LIEU OF PERFORMANCE AND PAYMENT BOND**

I hereby elect that in lieu of a performance and payment bond, as provided by RCW 39.08.010, the Port retain 10% of the contract amount for up to 30 days following the date of final acceptance or until the retainage can be released as provided by law, whichever date is later.

Date 10/30/2024

Signed 

Company Name Skycorp, Ltd

Address 526 NW Ave Suite #11

Arlington, WA 98223

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	Skycorp, Ltd		
	2 Business name/disregarded entity name, if different from above.			
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>			
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)		
	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
	526 NW Ave Suite #11			
	Arlington, WA 98223			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7		4	5	5	1	3	9	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 10/30/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they