

PRELIMINARY AGENDA

REGULAR MEETING

January 20, 2021

I. "COOLER TALK" 11:45 AM

II. OPEN SESSION 12:00 PM
PLEDGE OF ALLEGIANCE

• **CONSENT ITEMS**

- A. Approval of Minutes – Kim
- B. Approval of Checks – Kim

• **NEW BUSINESS/DISCUSSION ITEMS**

- C. DEI Policy - David
- D. Bldg 20 A&E Contract w/ CIDA – Mark
- E. Certification of Equipment as Surplus – David
- F. Resolution 3-21 Surplus Equipment for Trade-in – Kim
- G. Strategic Planning Discussion – David

• **PUBLIC COMMENT** [3 min. apiece]

• **ACTION ITEMS**

- H. Adopt DEI Policy - David
- I. Approve Bldg 20 A&E Contract w/ CIDA – Mark
- J. Adopt Resolution 3-21 Surplus Equipment for Trade-in - Kim

STAFF REPORTS & COMMENTS

K. Chief Executive Officer, Chief Operating Officer and Director of Planning and Development

• **COMMISSIONER REPORTS**

• **PUBLIC COMMENT** [3 min. apiece]

• **ADJOURN**

• **"COOLER TALK" – 15-minutes**

On March 24, 2020 a new Governor's proclamation went into effect regarding public meetings. By order of Washington State Governor Jay Inslee, Proclamation 20-28.13, the Regular Commission Meeting will be available to the public (only) by conference or video call. **This meeting is accessible via conference or video call at: +1 (253) 215-8782, Meeting ID: 977 5197 8968, Password: 091071 or via this video link: <https://zoom.us/j/97751978968?pwd=V2o3bTRNOUVkMlhZMVo3cHkzZDhuQT09>**

MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
January 6, 2021

By: Kim Noah, Chief Operating Officer

A regular meeting of the Commissioners of the Port of Camas-Washougal was held at the Port Offices, 24 South 'A' Street, Washougal, WA, on Wednesday, January 6, 2021, at 4:45 pm.

PRESENT: Commissioners Larry Keister, Cassi Marshall, and John Spencer; Chief Executive Officer David Ripp; Chief Operating Officer Kim Noah; Director of Planning and Development Mark Miller; Legal Counsel; port staff members; and members of the press and public. The general public has access through a designated conference call line and Zoom video.

The board meeting began with an informal “Cooler Talk” period of 15 minutes where community members were invited to a social discussion with Port Commissioners and staff.

At 5:01 pm, following the Pledge of Allegiance, Commission President Larry Keister called the Open Session public meeting to order, noting that because of Governor Inslee's Proclamation 20-28.13, the Commission is social distancing and at least 10 feet apart. The Chat function has been disabled.

- **CONSENT ITEMS**

- Minutes

Commissioner Keister presented Minutes from the December 16, 2020 – Regular Meeting. Reading of the Minutes were dispensed with; it is noted that copies had been provided previously to all Commissioners. After a brief discussion, a motion was made by Commissioner Spencer, seconded by Commissioner Marshall. December 16, 2020 - Regular Meeting minutes carried unanimously.

- Claims / Checks

Chief Operating Officer Kim Noah presented the current payables. After review and brief discussion, upon motion by Commissioner Spencer, seconded by Commissioner Marshall and carried unanimously, the electronic payments and the issuance of general fund checks 6957-6984 and 50063-50064 in the total amount of \$276,319.90 were approved as presented.

- **NEW BUSINESS / DISCUSSION ITEMS**

- Update on Steigerwald Wildlife Refuge Levee Project

Chief Executive Officer David Ripp introduced Chris Collins with the Lower Columbia Estuary Partnership to provide an update on the progress of the levee project at Steigerwald Wildlife Refuge. Chris began with stating it was a successful year for the levee project. 2019 started by enhancing 53 acres along the elevated canal. In 2020, project tasks completed included raising state route 14, realigning and enhancing gibbons creek (creek is responding well to recent rain events), constructing the flood wall (access on west side of wall for port

maintenance staff to maintain as needed), constructing the foundation of the two new levees (this was a key part of the project to get completed in 2020 in order to start up again in April 2021), and began constructing the new parking lot – 30 spaces (50% larger than prior parking lot). Chris stated the new wetlands that were created were already holding water. Compaction factor was a challenge of the project in 2020. In late August they discovered they were losing soil due to compaction, levee settlement and calculation issues. This was most impactful near the west levee footprint; therefore, there is more fill needed than anticipated. Currently they are working with Rotschy (Project General Contractor) to determine soil areas to make up for this soil loss. Major activities for 2021 will be deterring heron nesting in rookery adjacent to levee, removing 2.2 miles of existing levee, finishing levees, finishing habitat improvements, completing the trail system and planting 150 acres of historic riparian forest. Trail will close again in early-mid April 2021 with the goal to reopen trail in February-March 2022. No decisions were made.

- CEO Delegation of Authority Resolution

Chief Executive Officer David Ripp requested review of the CEO's Delegation of Authority Resolution in order to refresh and/or make any changes. Commissioner Marshall asked if the \$50,000 limit, was set per RCW or port set. David responded that it is port set and runs in line with the small works roster guidelines. Marshall also asked if the port's small works roster was run by a co-op or operated by the port solely, response by staff was that it was operated by the port only. No decisions were made.

- Resolution 1-21 Surplus Property

Chief Operating Officer Kim Noah presented Resolution 1-21 for formal approval. This annual resolution that follows RCW 53.08.090 outlines the procedure for selling surplus Port property valued at less than \$19,531.00. Request for approval during Action Items. No decisions were made.

- Resolution 2-21 2022 Budget Schedule

Chief Operating Officer Kim Noah presented Resolution 2-21 for formal approval. This annual resolution that follows RCW 53.35 outlines the schedule for filing the 2022 budget. Request for approval during Action Items. No decisions were made.

- COVID-19 Policy Revision

Chief Operating Officer Kim Noah presented the revisions to the Port's COVID-19 policy, specifically related to secondary exposure and flying out of state guidelines. Request for approval during Action Items. No decisions were made.

- Building 20 Update

Director of Planning & Development Mark Miller provided an update on recent activities that had taken place with the Building 20 project, specifically in relation to Architecture & Engineering (A&E) services. Commissioner Keister asked if the roof design would be able to support solar panels and would there be charging stations. Miller commented that the design scope required the roof to be prepared for potential solar panel support. He also stated that charging stations were required through City of Washougal's building code. No decisions were made.

- **PUBLIC COMMENT #1**

No comments.

- **ACTION ITEMS**

- Adopt Resolution 1-21 Surplus Property

Commissioner Keister requested the adoption of Resolution 1-21 Surplus Property as presented in discussion items. Upon motion by Commissioner Keister, seconded by Commissioner Spencer and carried unanimously, Resolution 1-21 was adopted as proposed, effective January 6, 2021.

- Adopt Resolution 2-21 2022 Budget Schedule

Commissioner Keister requested the adoption of Resolution 2-21 2022 Budget Schedule as presented in discussion items. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, Resolution 2-21 was adopted as proposed, effective January 6, 2021.

- Adopt COVID-19 Policy Revision

Commissioner Keister requested the adoption of COVID-19 Policy revision as presented in discussion items. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the COVID-19 Policy revision was adopted as proposed, effective January 6, 2021.

- **STAFF REPORTS & COMMENTS**

Chief Executive Officer David Ripp reported on the following topics:

Strategic Planning Update – the next planning session will be at the January 20 board meeting. The focus of that session will be the ports mission, values and goals and reviewing the results of the stakeholder interviews.

WPPA Communication Award – Each year, the Washington Public Ports Association (WPPA) recognizes extraordinary accomplishments by member ports in the categories of environmental stewardship, community engagement, job creator of the year, and creative partnerships.

WPPA announced yesterday the Port of Camas-Washougal as the winner of the 2020 Community Engagement Award for their deeply thoughtful approach to working with and engaging their community over the long-term in their Parker’s Landing Waterfront Development Project.

Eric Plantenberg Facilities Manager mentioned staff starting port’s annual asset inspections.

- **COMMISSIONER REPORTS**

Commissioner Marshall stated it was fun to hear staff talk about the A&E process. She requested we pass along to Sadie the great job she did on the WPPA presentation. Happy New Year everyone!

Commissioner Keister looking forward to a positive 2021.

- **PUBLIC COMMENT #2**

Martha Martin, Washougal thanked Cassi, Krista and Kim for their work at the Port. She asked if port used DocuSign to have Commission sign documents instead of going in to sign; it was stated that this is not currently used at the Port.

The meeting adjourned at 6:10 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners



POLICIES & PROCEDURES MANUAL

Section:	EXECUTIVE POLICY & PROCEDURE	Revision Date:	
Subject:	Diversity, Equity and Inclusion Policy	Adoption Date:	

Diversity, Equity and Inclusion Policy

The Port of Camas-Washougal is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and the Port's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Port of Camas-Washougal's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of the Port of Camas-Washougal have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.



POLICIES & PROCEDURES MANUAL

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Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the Port's diversity policy and initiatives should follow the Informal and Formal complaint process.

Informal complaints

An informal complaint is a request that the Human Resource Manager / Chief Executive Officer seek to reach an informal resolution of the complainant's concerns. The procedures for such complaints are designed to be very flexible to enable the Port to be able to address an individual's situation in the most effective and expeditious manner possible. Resolutions of informal complaints are accomplished with the assistance of other Management/Supervisors at the Port in the area relevant to the complaint.

In the case of an informal complaint, the accused party normally will not be informed of the complainant's action or identity without the consent of the complainant unless circumstances require. No disciplinary action can be taken against the accused party on the basis of a complaint of which the accused party has not been informed.

Formal Complaints

A formal complaint involves an impartial investigation of the complainant's allegations by the Human Resource Manager/Chief Executive Officer, supported by Legal Counsel. The investigation begins when the Port provides written notice to the accused party ("Respondent") of the filing of the complaint, the identity of the complainant, and the general allegations of the complaint. The Respondent is then interviewed regarding the specifics of the allegations and given an opportunity to respond fully to the allegations. The Port may also interview other persons believed to have factual knowledge relevant to the allegations. The purpose of the investigation is to establish whether a reasonable basis exists to believe that the Policy has been violated as alleged.

The Human Resource Manager/Chief Executive Officer will issue written findings outlining the basis for its conclusions. The written findings normally will be issued within 60 days of when the complaint was filed. When it is not reasonably possible to issue the findings within that



POLICIES & PROCEDURES MANUAL

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Formal Complaints Continued

time, the Human Resource Manager / Chief Executive Officer will notify the complainant and the Respondent that the finding will be delayed and indicate the reasons for the delay. Upon completion of the investigation, both the complainant and the Respondent also receive copies of the findings.

If the Human Resource Manager/Chief Executive Officer concludes that a complaint of Policy violation is founded, appropriate disciplinary steps will be taken. Appropriate disciplinary steps may range from verbal reprimand, written reprimand, up to and including termination of the Respondent from the Port.

Confidentiality

The Human Resource Manager/Chief Executive Officer treats as confidential information received in connection with the filing, investigation, and resolution of complaints, subject to Public Records Act compliance. It is anticipated and expected that the parties to a complaint will observe the same standard of confidentiality. This practice is in the best interests of all parties to the complaint. Failure to respect confidentiality in certain instances may be regarded as retaliation.

In keeping with this practice, the Human Resource Manager/Chief Executive Officer will obtain the complainant's written authorization to collect and discuss information relating to the complaint with other appropriate individuals, either witnesses or administrators who need to be informed of the allegations of the complaint in order to cooperate with the investigation or to implement any resolution of the complaint.

Definitions

Diversity includes all the ways in which people differ, encompassing the different characteristics that make one individual or group different from another. While diversity is often used in reference to race, ethnicity, and gender, the Port embraces a broader definition of diversity that also includes mission-relevant experience, age, national origin, religion, disability, sexual orientation, socioeconomic status, education, marital status, language(s) spoken, and physical appearance. We also recognize that individuals affiliate with multiple identities.


POLICIES & PROCEDURES MANUAL

Section:	EXECUTIVE POLICY & PROCEDURE	Revision Date:	
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Definitions Continued

Equity seeks to ensure fair treatment, equality of opportunity and fairness in access to information and resources for all. The Port believes this is only possible in an environment built on respect and dignity.

Inclusion builds a culture of belonging by actively inviting the contribution and participation of all people. The Port believes every person's voice adds value and we strive to create balance in the face of perceived role-based power differences.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the [] day of [] in the year []
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Port of Camas Washougal
24 South 'A' Street
Washougal, WA 98671

and the Architect:
(Name, legal status, address and other information)

Commercial Industrial Design Architecture, Inc (CIDA – DBA)
15895 SW 72nd Ave, Suite 200
Portland, OR 97089

for the following Project:
(Name, location and detailed description)

Port of Camas Washougal - Building 20
Washougal Washington
A new 49,500 square foot speculative light industrial building constructed of Pre-Engineered Metal Building

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Described to be similar to Building 18 and as issued by the Port RFP for Building 20 and Addendum 1 (Exhibit A and B).

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A new 49,500 square foot speculative light industrial building constructed of Pre-Engineered Metal Building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates: As depicted on the schedule attached as Exhibit E.

.1 Design phase milestone dates, if any:

Design Development – March 17, 2021

Construction Document (Building Permit Application) – August 25, 2021

- .2 Construction commencement date:
September 9, 2021
- .3 Substantial Completion date or dates:
June 15, 2021
- .4 Other milestone dates:

Contractor Procurement Advertisement – April 29, 2021

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitively Bid.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark Miller, Director of Planning and Development
Port of Camas / Washougal
24 South ‘A’ Street
Washougal, WA 98671
360-335-3685 direct
360-608-3425 cell
markm@portcw.com

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Port staff as coordinated by Mark Miller.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

To be Provided by Owner - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jennifer M. Beattie – jenniferb@cidainc.com
Chris Walker – chrisw@cidainc.com

CIDA, Inc.
15895 SW 72nd Avenue, Suite 200
Portland, OR 97224
T-503-226-1285
F-503-226-1670

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CIDA
Curtis Gagner – curtisg@cidainc.com
Same address as Architect

.2 Mechanical and Electrical Engineer:

Daniel Touger – dtouger@sazan.com
Sazan Group
111 Southwest Fifth Avenue, Suite 3210
Portland, Oregon 97204
503-416-2400

.3 Civil Engineer:

Craig Harris – craigh@aaieng.com
AAI Engineering
4875 SW Griffith Drive, Suite 100
Beaverton, OR 97005
T-503-620-3030

.4 Landscape Architect:

David Anderson – dave@andersonassoc-la.net
Anderson Associates
PO Box 872276
Vancouver, WA 98687
T-503-318-0549

§ 1.1.11.2 Consultants retained under Supplemental Services:

Survey:
KC Development

Special Inspections
Terracon for Construction Related Building Services

Cost Estimating
ACC Cost Consultants LLC

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit C - CIDA's proposal dated PortCW-20 Scope Proposal – 12-18-2020

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than set in the attached certificate of insurance (Exhibit D) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits set in the attached certificate of insurance per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability see attached certificate of insurance.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits within attached certificate of insurance.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The Architect will be responsible for any actual damages arising from any defects in design or negligence in the performance of Terracon Consultants, Inc., the special construction inspector listed as a subcontractor in CIDA's Scope of Services document, Exhibit C to this Agreement

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3)

the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3 if the optional service is selected by the Owner.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Contractor Procurement Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Owner will lead the bid procurement process; the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to the Owner for distribution to prospective bidders;
- .2 attending a pre-bid conference for prospective bidders;
- .3 assisting the Owner in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 the Owner is organizing and conducting the opening of the bids, and CIDA will prepare subsequent documenting for the Owner's distribution of the bidding results..

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with

the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Article 11. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	No Applicable
§ 4.1.1.4 Existing facilities surveys	Not Applicable
§ 4.1.1.5 Site evaluation and planning	Architect / Civil Engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not Applicable and at the architect's discretion, release is to be in 2-D formats
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable
§ 4.1.1.8 Civil engineering	Architect's contract with Civil Engineer
§ 4.1.1.9 Landscape design	Architect's contract with Landscape Architect
§ 4.1.1.10 Architectural interior design	Architect (limited scope as noted per CIDA's proposal dated PortCW-20 Scope Proposal – 12-18-2020)
§ 4.1.1.11 Value analysis	Not Applicable
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	ACC Cost Consultants
§ 4.1.1.13 On-site project representation	Architect per CIDA's proposal dated PortCW-20 Scope Proposal – 12-18-2020
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Applicable
§ 4.1.1.16 As-constructed record drawings	Architect and their consultants
§ 4.1.1.17 Post-occupancy evaluation	Not Included
§ 4.1.1.18 Facility support services	Not Included
§ 4.1.1.19 Tenant-related services	Not Included

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable
§ 4.1.1.21 Telecommunications/data design	Scope as outlined in MEP Engineering
§ 4.1.1.22 Security evaluation and planning	Scope as outlined in MEP Engineering
§ 4.1.1.23 Commissioning	Not Applicable
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25 Fast-track design services	Not Applicable
§ 4.1.1.26 Multiple bid packages	Not Applicable
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Applicable
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

CIDA's proposal dated PortCW-20 Scope Proposal – 12-18-2020

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Renderings
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Up to two reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 See Exhibit C visits to the site by the Architect during construction
- .3 Up to one observation of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 28 months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work has been provided to the architect. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect's consultant, represent the Architect's consultants judgment as a professional. It is recognized, however, that neither the Architect, our consultant nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect and our consultant cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect's team.

§ 6.3 In preparing estimates of the Cost of Work, the Architect's consultant shall complete the work as outlined in CIDA's proposal and ACC's attached agreement.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's consultants estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and

filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Fees required to complete the tasks at hand to ensure a reasonable transfer or conclusion,

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

CIDA's standard release will be required to be signed by the owner, all outstanding invoices paid and the termination fee (if applicable)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

The Scope of Services provided under this contract are a Fixed Fee Cost as outlined in the Project Fee Table in Exhibit C.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

In accordance to scope and related fees that will be presented to the owner for authorization.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and have been estimated in Exhibit C as a lump sum fee. Fees may include:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if requested, this would be an additional service fee.;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment is not required.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in percentage of project task completion generally based upon major milestones of project completion as outlined in Project Schedule attached as Exhibit E to include but not limited to Schematic Design, Design Development, Design Review, Construction Documents and Construction Administration. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 45 days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 This contract follows the federal contract provisions of Appendix II to 2 CFR Part 200 as it pertains to the scope of this project.

§ 12.2 Equal Opportunity Employer:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or

charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

- Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A & B – the Port RFP for Building 20 and Addendum 1

Exhibit C - CIDA's proposal dated PortCW-20 Scope Proposal – 12-18-2020

Exhibit D – Certificate of Insurance

Exhibit E – Project Schedule

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER *(Signature)*

« »« »

(Printed name and title)

ARCHITECT *(Signature)*

« »« »

(Printed name, title, and license number, if required)



**REQUEST FOR PROPOSALS:
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
BUILDING 20**

**Notice is hereby given that the Port of Camas-Washougal will receive proposals by email
up to the hour of:**

5:00 PM

MONDAY, NOVEMBER 30, 2020



Port of Camas-Washougal
Request for Proposal
Architectural and Engineering Design Services

STATEMENT OF REQUEST

The Port of Camas-Washougal is soliciting proposals from qualified Architectural firms to provide professional services for the design, engineering, permitting and construction of an approximately 50,000 square foot pre-engineered steel building in Washougal, WA. The funding for this project will come from various local, state and federal funding sources.

PROJECT GOALS

A/E start date - January 2021

Permit period – April/May/June 2021

Bid Solicitation – May/June 2021

Construction Contract Award – July/August 2021

Anticipated Start of Construction – August/September 2021

SCOPE OF WORK

The Scope of Work will include, at a minimum, the following elements:

1. Preliminary Design and associated Cost Estimate
2. Final Plans, Specifications and Cost Estimate
3. Permitting
4. Bid Solicitation Package

SUBMISSION REQUIREMENTS

- A profile of the consultant or consultant team, those who will work directly and indirectly on the project. List names and titles, as well as experience as it relates to this work.
- Samples of deliverables created by the consultant on project similar to that outlined in this work.
- A proposal outlining the consultant's proposed services and approach to the project based in the information provided in the document and consultant's previous experience.
- Include a project timeline and key tasks that will result in the completion of the project deliverables.
- Project fees. The design firm is requested to provide an hourly fee for each team member. The consultants charge for reimbursable expenses should also be included. Services should be on a fixed price or a cost reimbursement with and agreed maximum. *A&E contract compensation is not based on the use of the cost-plus-a-percentage-of-cost or percentage of construction cost form of compensation.
- Contact information, including address, e-mail, and telephone numbers for references for whom the consultant has performed similar work in the past three years.
- Submit proposal via email by 5:00pm PST on Monday, November 30, 2020 to: Debra Itzen, Contract Specialist. debra@portcw.com 360-335-3678.

SUBMISSION EVALUATION CRITERIA

- Industry experience (45)
 - Experience and expertise with pre-engineered steel industrial building.
 - General Construction.
 - Provide sample drawing set of similar type project.
- Qualifications and Performance (45)
 - Prime Consultant and Sub-Consultant Teams.
 - Quality of past work.
 - Ability to meet specific contract deadlines.
 - References
- Disadvantaged Business and equitable hiring practices. (10)
 - Evidence of DBE Certification or References of equitable hiring practices of minority groups.

Evaluation Committee will score submissions, check references and make Finalist recommendation. If there is more than one Qualified Finalist, teams will be invited to interview for the project. Finalists will be notified within (10) business days of the submittal deadline. All firms submitting Proposals will be notified for Finalist selections.

To learn more about the Port of Camas-Washougal go to www.portcw.com



ADDENDUM 1 TO THE REQUEST FOR PROPOSAL DOCUMENTS

Amendment Date: **November 4, 2020**

Request for Proposal Architectural and Engineering Design Services

A. This Addendum shall be considered part of the request for proposal documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original documents, this Addendum shall govern and take precedence.

B. Firms are hereby notified that they shall make any necessary adjustments in their proposals as a result of this Addendum. It will be construed that each firm's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original request for proposal document remains unchanged. The packet documents are modified and/or clarified, as follows:

SUBMISSION REQUIREMENTS

THE FOLLOWING SUBMISSION REQUIREMENT IS REMOVED FROM THIS RFP:

“Project fees. The design firm is requested to provide an hourly fee for each team member. The consultants charge for reimbursable expenses should also be included. Services should be on a fixed price or a cost reimbursement with and agreed maximum. *A&E contract compensation is not based on the use of the cost-plus-a-percentage-of-cost or percentage of construction cost form of compensation.”

Debra Itzen
Contract Specialist
360-335-3678
debra@portcw.com



SCOPE FOR PROFESSIONAL SERVICES

DATE: December 18, 2020
CLIENT: Port of Camas-Washougal
PROJECT TITLE: Building 20
PROJECT NUMBER: 20Y274.00

PROJECT DESCRIPTION:

The project is an approximately 49,500 square foot Pre-Engineered Metal Building (PEMB) on a 5.84-acre site in Washougal, WA. The building is intended to be speculative light industrial with tenants ranging from 3,000 SF or larger.

PROJECT TEAM:

Port of Camas Washougal (Port of CW)
CIDA
AAI Engineering (AAI)
Anderson Associates
Sazan Group (Sazan)
ACC Cost Consultants
KC Development
Terracon (dba Mayes Testing)

Owner
Architectural, Structural, and Interior Design
Civil Engineering
Landscape Design & Landscape Irrigation
HVAC, Plumbing, and Electrical Engineering
Construction Cost Estimators
Surveyor
Special Inspection Agency

Not included:

- Geotechnical Engineering
- Traffic Engineer
- General Contractor

PROJECT DELIVERY:

This proposal is based on the understanding that the General Contractor for the project will be selected through a formal bid process, as outlined in the Scope of Work below.

It is our assumption that the Fire Protection Sprinkler, Fire Detection and Alarm Services and Pre-Engineered Metal Building Design sub-contractors will be selected by the General Contractor during prior to the Construction Documents phase in order to coordinate their design requirements effectively. CIDA and our consultants will provide performance specifications on these contractor provided items.

PROJECT QUALIFICATIONS:

- CIDA'S drawings will provide approximate areas only, these should not be considered BOMA calculations.
- We don't anticipate that the City of Washougal will require a traffic investigation performed by a licensed traffic engineer.
- We have assumed no 'H' (High Hazard) occupancies. If there are processes or materials located within the building that constitute an 'H' occupancy we assume that will be reviewed for implications by the tenant's architect at the time of the tenant construction documents.
- LEED or other third party certification processes are not assumed to be included. CIDA has included time to provide logical amenities now with the hope that in the future the building may adapt to have further sustainable measures added.
- The building will function similarly to Building 18. CIDA has been provided the conditions of approval from Building 18 which we assume to be comparable to Building 20.
- Land-Use review is subject to a Type II Design Review.
- Buffer Mitigation by others
- Flood Plain and Wetland impact and permits excluded.
- Shallow pad footings with slab on grade.
- Wainscot to 3'-0" maximum.

15895 SW 72ND AVE
SUITE 200
PORTLAND, OR 97224
PHONE: 503.226.1285
FAX: 503.226.1670
INFO@CIDAINC.COM
WWW.CIDAINC.COM

ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS



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- Up to one (1) Canopy design to be attached to PEMB framing in wall. Multiple locations of same design included.
- Cranes are not included.
- Up to one (1) trash enclosure design, 6'-0" tall with no roof. Multiple site locations to be included.
- Retaining walls are limited to those at the docks or buildings, site retaining walls, if required, are assumed to be delegated design by the general contractor.
- Utilities are anticipated to be at the property line and off-site work is not required.
- Test fits and space planning, construction documents for tenants is assumed to be under separate contracts.
- All work is subject to the attached Contract Provisions and AIA Contract. B101-2017
- CIDA understands that the project is funded through an Economic Development Administration Grant (EDA). This understanding includes the following:
 - o CIDA's consultants will provide inspections as outlined in the attached service proposals. CIDA shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the construction completed, and to determine, in general, if the construction observed is being performed in a manner indicating that the construction, when fully completed, will be in accordance with the design documents. On the basis of the site visits, CIDA shall keep the Port reasonably informed about the progress and quality of the portion of the construction completed, and report to the Port known deviations from the design documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the construction.
 - o Design Professionals observe construction but do not supervise. CIDA will provide observations and reports at regular intervals as outlined earlier in this bullet.

PROPOSED SCOPE OF BASIC SERVICES:

CIDA and our consultants will provide design services for the project including programming, site planning, civil engineering, landscape planning, architectural design, structural engineering, mechanical engineering, electrical engineering, interior space planning, interior design and cost estimating.

In accordance with Port and EDA requirements, we have included survey and construction phase special inspection services.

Professional Survey:

As part of this Agreement, CIDA will contract with a licensed professional surveyor to provide an AutoCAD format survey performed. CIDA has reviewed our 'Request for Survey' with the Port of CW. The selected scope of services for Survey work is attached to CIDA's scope of services.

Special Inspection Testing During Construction:

As part of this Agreement, CIDA will contract with a special inspection company to provide building testing and inspections as outlined in current building code. The selected scope of services for both are attached to CIDA's scope of services.

Cost Estimating:

CIDA's consultant will provide cost estimating for the following three tasks:

- Schematic Design Estimate plus reconciliation, provided as optional service.
- Design Development Estimate plus reconciliation.
- Construction Document Estimate plus reconciliation.

Each cost estimate is assumed to take 3 weeks unless specifically coordinated in advance.

EDA Grant Administration Assistance & Project Management Oversight:

CIDA will provide assistance to the Port for EDA Grant Administration. This service will include working with the Port to provide and review requested documents and updates related to project status. In addition, CIDA will provide project management oversight of the provided project consultant team. This management includes coordination reviews and documentation throughout the project. These services will be timed throughout the project and coordinated with the associated project phases listed below.

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Pre-Design:

CIDA will work together with Port of CW to clarify the program for the project. Services provided in this phase are as follows:

- Kick off Meeting with the Port of CW.
- Review of land-use and other development regulations.
- Preliminary review of International Building Code requirements.
- Time has been allocated for two (2) additional meetings with the project team.
- Provide a summary of activities and develop a schedule of events based on the information gathered during this phase of the work.
- Develop concept site plan for project. This site plan will be the basis for acquiring information from the various government agencies having jurisdiction over the project.

Schematic Design:

Based upon the mutual agreement to the project program and schedule and the Port of CW authorization to proceed with Schematic Design, CIDA will prepare Schematic Design Documents for Port of CW approval. The Schematic Design Documents illustrate the scale and relationship of the project components. Services during this phase will include the following:

- Up to two (2) design meetings with Port of CW.
- Schematic site plan including exploration of alternative iterations to improve design efficiency.
- Prepare preliminary level grading and utility plans.
- Schematic Design studies to explore design concepts for building layout, exterior elevations, and building sections.
- Evaluation of building structural systems.
- Evaluation of building HVAC and electrical systems.
- Presentation of Schematic Design Documents to Port of CW.
- Attendance of up to one (1) pre-application meeting. Fees for the meeting are assumed to be paid by the Port.

The Schematic Design phase will conclude with the Port of CW review and approval of the documents and their authorization to proceed with the Design Development phase.

Design Development and Development Review:

Based on the Port of CW approval of the Schematic Design Documents, and authorization to proceed with the Design Development phase, CIDA will prepare Design Development Documents. The purpose of this phase is to further define the materials, finishes and profiles of the building as well as to provide additional details to describe relationships between the architectural, structural, mechanical, and electrical systems. CIDA will also prepare the required exhibits for submittal to the governing jurisdictions for Development Review and provide assistance with the Development Review process. Services during this phase will include the following:

- Up to two (2) meetings with Port of CW.
- Adjustments in the program, schedule or construction budget, when authorized by the Port of CW.
- Update the preliminary site and building code report.
- Formulation of architectural design details.
- Prepare design review level grading and utility plans.
- Prepare design review level stormwater report.
- Formulation of design review narrative to accompany submission.
- Formulation of structural engineering systems.
- Formulation of electrical engineering systems.
- Formulation of mechanical systems.
- Formulation of landscape design.
- Preparation of Design Development Documents on AutoCAD including, site plan, building plans, elevations, building profile sections and development of wall types.
- Selection of major building materials.
- Reviewing plans with applicable agencies.
- Quality control reviews at 50% phase completion.

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- Presentation of Design Development Documents to Owner.
- Assembly of Development Review submittal materials and coordination with Port on application.
- Assist Port of CW with Development Review process. CIDA will provide follow up response to the governing jurisdiction as required to expedite the Development Review process.

These documents will be used as the basis for the final Construction Document phase of the project. The site and landscape plans will be nearly finalized at this point. Significant change to the plans during or after the Design Review phase may cause delays, and is beyond the scope of this Agreement. Jurisdictional reviews are subject to issues that are beyond the control of the Design Professional. Therefore, the fees for this phase are based on previous experience with the City of Washougal. Although we don't anticipate it, if we encounter extraordinary circumstances during the Design Review phase, this fee may need to be revised.

Contractor Procurement Drawings:

CIDA will prepare Contractor Procurement drawings to include the following:

- Final architectural floor plan, elevation, and section drawings.
- Preliminary Door Schedule, Finish Schedule and specialty details if required.
- Specification of building materials to include metal panels and exterior finishes as applicable
- Denote insulation package required per State of Washington energy code.
- CIDA's structural engineer to provide summary of building criteria including design and collateral loads (code and site-specific criteria as applicable)
- Preliminary foundation and slab designs by CIDA's structural engineer based on assumed reactions based on review of Building 18's PEMB package and from previous project experience.
- Layout of interior cores for each space to include toilet rooms only and front of house office space. The plans are assumed to be similar for each suite and depending on leasing may or may not be installed at the time of the shell construction.
- Specification package includes summary of building criteria and materials based on design development drawings including panel profiles, color and gauge.

Contractor Bid Process:

CIDA assumes the Port of CW will manage the solicitation process and CIDA will consult with and support the efforts by the Port of CW. Final selection of the General Contractor is the responsibility of Port of CW. CIDA assumes the Port's solicitation will name a single date and time for Bid Submission.

Document revision and coordination as a result of Value Engineering after the bid process is beyond the scope of this Agreement but may be provided at the request of Port of CW as an Additional Service Agreement. Services provided during this phase include:

- Provide the Port of CW plans and specifications to the Port for distribution to General Contractor bidders.
- Assist in preparing up to two (2) addendums in response to questions and request for information to assist in the bidding process.
- Review Contractor proposed alternates and substitutions and make recommendations for acceptance or refusal to the Owner.
- CIDA to provide summary of bid tabulation.
- Assist in the review and leveling of Contractor bids.

This phase concludes with the execution of the Contract for Construction.

Construction Documents:

This phase includes the final design and development of the architectural and structural documents for the purpose of construction of the project. These documents will be submitted to the City of Washougal for building permit approval. Time has been allocated for minor design modifications as required by the Port of CW. Significant revisions during this phase are beyond the scope of this Agreement. Services provided during this phase include:

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- Up to three (3) meetings with Owner.
- Refine the project requirements, such as any further minor adjustments in the scope or quality of the Project or in the construction budget, when authorized in writing by the Owner.
- Development of major conditions for architectural and structural systems.
- Selection of interior finishes for interior toilet rooms only, including the following: one porcelain floor and wall tile, paint, two plastic laminates for casework and one floor base. We will present two color schemes options. CIDA anticipates up to two meetings, no longer than two hours in length, and one round of revisions to reach a final finish package.
- Development of mechanical and electrical design documents
- Preparation of working drawings in AutoCAD and update to specifications for all disciplines.
- Presentation of Construction Documents to Owner.
- Quality control reviews at 60% and 90% phase completion.

Permitting:

CIDA will submit Construction Documents for building permit approval. Port of CW is responsible for all jurisdictional fees. Jurisdictional reviews are subject to issues that are beyond the control of the design professional. CIDA has included time for coordination with the jurisdiction based on previous experiences. If we encounter extraordinary circumstances during the permit phase, this fee may need to be revised and we will notify you prior to commencing with work beyond the scope of this estimate. This phase includes the following services:

- Assist Owner with the submission of Construction Documents to applicable agencies for plan review and building permits.
- Monitor permit activities and work with agencies to resolve outstanding issues.

This Permitting Phase will conclude upon the City of Washougal's approval of the project and issuance of a building permit.

Construction Administration:

During the construction of the project, CIDA will provide administration of the Contract for Construction as indicated below and in accordance with the current edition of AIA Document A201, General Conditions of the Contract for Construction. The construction of this project is estimated to take approximately ten (10) months in accordance with the schedule provided by the Port of CW. The number of field observations that we have allocated are listed below. This is an adequate number based on our experience with similar projects. If extraordinary circumstances occur during construction, this portion may need to be revised. Construction observation reports will be sent directly to Port of CW.

Services during this phase include:

- Pre-construction Conference.
- Periodic site observations to become generally familiar with the work relative to its conformance with the drawings and specifications, estimate includes to the limits listed below.
 - a) Up to ten (10) architectural site visits (assumed to coincide with pay-application review).
 - b) Up to one (1) structural site visit.
 - c) Up to two (2) mechanical and electrical site visits.
 - d) Up to four (4) civil site visits.
 - e) Up to four (4) landscape site visits.
 - f) One (1) site visit for final acceptance and report, (punch list).
- Shop drawing, product data and samples reviews.
- Review the results of construction tests and inspections by others.
- Review Contractor request for substitutions.
- Respond to Contractor request for information.
- Assist in the preparation of Change Orders.
- Administer the close-out process to include review of O & M Manuals prepared by Contractor.
- Construction Administration Phase Services to include Owner / Architect / Contractor (OAC) weekly meetings (onsite or via video format). Based on preliminary construction schedule this optional service includes up to 35 meetings.

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Construction Phase services will conclude with either the issuance to the Owner of the final Certificate of Payment or 60 days after the date of Substantial Completion. The project is considered to be substantially complete upon any one of the following: When the Certificate of Occupancy has been issued; When CIDA has provided the Client with a Statement of Substantial Completion, or; Upon a sixty-day lapse since the date of CIDA's last project billing.

As-Built Record Drawings:

As-built record drawings will be developed at the completion of the project construction. These documents will be based upon Contractor provided redlined drawings and specifications including tracking of all field revisions, change orders and RFI revisions. Drawings and specification to included detailed information on revisions and not rely upon reference to alternate documents. CIDA and our consultants will provide one site walk to review the conditions against provided redlines to review noted revisions, the walk will likely occur alongside the punch walk. Full measurements are not anticipated during this phase.

CIDA has not included the following services but can through a separate contract or additional service agreement.

Tenant Related Services:

This project is speculative in nature, and the tenants are not known at this time. At Port of CW request, we can provide the following services to assist in marketing to potential tenants. If a tenant contracts with us for the build-out, either directly, or through Port of CW, the costs related to that tenant will be transferred to that contract, unless we are directed otherwise by Port of CW. Services during this phase could include:

- Marketing 'cut sheets' in PDF format showing the following:
- tenant layout
- available tenant spaces with approximate square footage allocations.
 - BOMA (or NAIOP) calculations.
 - Marketing Boards to include 'cut sheet' graphics or other material as directed.
 - Initial meeting with potential tenants to determine space requirements.
 - Preliminary space plan to verify ability of space to accommodate tenant needs (Test-Fit).
 - Adequate information for budgetary construction estimate of tenant build-out.
 - Standard details for framing for roof top units, based on locations, weights and sizes as indicated on shell documents.

CONSULTANT SERVICES:

CIDA's Consultants listed above will provide civil, structural, MEP engineering, survey, cost estimating and special inspection services related to project development. These services will be timed throughout the project and coordinated with the associated project phases listed above. These services will be contracted directly through CIDA. CIDA's proposal fully incorporates our consultant proposals, which are included by this reference and attached to this proposal, including any assumptions, provisions or exclusions. Consultant services are billed at cost.

COMPENSATION:

This is a fixed fee for the Scope of Work described above. Invoices will be issued monthly based on the percentage of project phase completion, plus reimbursables. Extra services requested or required will be billed as noted in the attachments to this agreement.

See Attachment for Fee Estimate Spreadsheet

Note: Construction Phase Special Inspection services are listed as an estimated lump sum based on previous experience and similar project scope and schedules. Once the project documents are completed and jurisdictional requirements verified, including confirmation of inspection scope against code requirements, an updated cost summary will be provided with ongoing review of budgeted scope against project completion percentage and anticipated remaining inspections. Updates to the Port related to the available allowance and forecasted scope will be provided to the Port periodically during construction.

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This is a fixed fee for the Scope of Work described above. Invoices will be issued monthly based on the percentage of project completion, plus reimbursables. Extra services requested or required will be billed as noted in the attachments to this agreement.

Reimbursable Expenses:

These costs include but are not limited to printing and reproduction, mileage, postage and other out-of-pocket expenses required to accomplish the work. Publishing of multiple bidding sets is not included and should be an expense borne by the Contractor and their sub-contractors. CIDA will bill our cost for reimbursable expenses. The reimbursable estimate is a fixed fee based on previous experience. If we experience higher than anticipated costs, CIDA will notify the Port to discuss options for alternate billings.

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The client will be responsible for providing monies for the required jurisdictional fees.

The liability of CIDA and its employees, from whatever cause arising including, but not limited to, contract and negligence, shall be limited to the Contract Sum. CIDA and the Owner agree to waive all consequential damages that may result from this Agreement.

Please sign below and return one copy to us as your authorization for us to proceed. Please do not hesitate to call should you have any questions.

Sincerely,

Jennifer M. Beattie, AIA
President

Attachments: the following documents are incorporated in this agreement by this reference:

1. Project Fee Table 12-22-2020
2. Project Schedule 12-22-2020
3. Professional Service Fee Schedule and Contract Provisions
4. AIA Contract. B101-2017
5. AAI – Civil Engineer Proposal dated: December 15, 2020
6. ACC – Cost Estimating Proposal dated: December 16, 2020
7. Anderson – Landscape Design Proposal dated: December 17, 2020
8. KC Development – Survey Proposal dated: December 14, 2020
9. Sazan Group – MEP Engineering Proposal dated: December 18, 2020
10. Terracon – Testing & Special Inspection proposal dated: January 7, 2021

c: File
Accounting

Port of CW	Project Fee Table						12/22/2020	Total Fee Per Phase
	Planning / Arch/ Int	Struct	Civil	Landscape	MEP Eng	Others		
Surveying						\$ 6,000.00	\$ 6,000.00	
Bldg Special Inspections						\$ 10,500.00	\$ 10,500.00	
Cost Estimating						\$ 17,121.00	\$ 17,121.00	
Project Management	\$ 16,000.00	\$ -					\$ 16,000.00	
Pre Design	\$ 8,000.00	\$ -					\$ 8,000.00	
Schematic Design	\$ 14,000.00	\$ 1,800.00	\$ 4,700.00	\$ 800.00	\$ 6,700.00	\$ -	\$ 28,000.00	
Design Dev	\$ 16,000.00	\$ 2,400.00	\$ 8,700.00	\$ 2,200.00	\$ 20,100.00	\$ -	\$ 49,400.00	
Dev Review	\$ 14,000.00	\$ -				\$ -	\$ 14,000.00	
Contractor Procurement Set	\$ 16,000.00	\$ 4,200.00		\$ 5,200.00		\$ -	\$ 25,400.00	
Contractor Bid	\$ 7,500.00	\$ 800.00	\$ 2,400.00	\$ 800.00		\$ -	\$ 11,500.00	
Construction Doc	\$ 18,000.00	\$ 6,000.00	\$ 16,400.00		\$ 30,150.00	\$ -	\$ 70,550.00	
Permitting	\$ 4,500.00	\$ -				\$ -	\$ 4,500.00	
Interior Design	\$ 1,000.00	\$ -				\$ -	\$ 1,000.00	
Construction Admin	\$ 28,000.00	\$ 3,000.00	\$ 6,500.00	\$ 1,000.00	\$ 10,050.00	\$ -	\$ 48,550.00	
CA Weekly Site Meetings (35)	\$ 13,125.00						\$ 13,125.00	
As-Builts	\$ 6,000.00	\$ 1,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ 7,500.00	
Reimbursables	\$ 5,000.00	\$ 200.00	\$ 1,800.00	\$ 200.00	\$ -	\$ -	\$ 7,200.00	
Total Fee	\$ 167,125.00	\$ 19,400.00	\$ 40,500.00	\$ 10,700.00	\$ 67,000.00	\$ 33,621.00	\$ 338,346.00	

Optional Services:

PV Solar Design	\$ 18,000.00
Security Coordination	\$ 6,000.00
Schematic Design Document Pricing	\$ 7,330.00

ID	Task Name	Duration	Start	Finish	Predecessors	2021												2022								
						1st Quarter				2nd Quarter			3rd Quarter			4th Quarter		1st Quarter			2nd Quarter			3rd Quarter		
						Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	A&E Contract Final	1 day	12/22/20	12/22/20																						
2	Port & EDA Review	3 wks	12/23/20	1/12/21	1																					
3	Commission Approval	1 day	1/20/21	1/20/21	2FS+1 wk																					
4	Survey	1 wk	1/28/21	2/3/21	3FS+1 wk																					
5	Geotechnical (onsite)	2 wks	2/4/21	2/17/21	3FS+2 wks																					
6	Geotechnical (report)	2 wks	2/18/21	3/3/21	5																					
7	Design	140 days	1/21/21	8/4/21																						
8	Building Design	60 days	1/21/21	4/14/21																						
9	Schematic Design	4 wks	1/21/21	2/17/21	3																					
10	Port Review Bldg	1 wk	2/18/21	2/24/21	9																					
11	Design Dev. Package	2 wks	2/25/21	3/10/21	10																					
12	Port Confirm for PEMB release	1 wk	3/11/21	3/17/21	11																					
13	Design Review Package	4 wks	3/18/21	4/14/21	12																					
14	Site Design	50 days	2/4/21	4/14/21																						
15	Schematic Site Design	2 wks	2/4/21	2/17/21	3,4																					
16	Port Review	1 wk	2/18/21	2/24/21	15																					
17	Design Development - Site	3 wks	2/25/21	3/17/21	16																					
18	Design Review Package	4 wks	3/18/21	4/14/21	17																					
19	Contractor Procurement Package	2 wks	4/15/21	4/28/21	18,13																					
20	Final Permit Package	2 wks	7/22/21	8/4/21	37,31																					
21																										
22	Contractor Procurement	30 days	4/29/21	6/9/21																						
23	Advertisement	1 wk	4/29/21	5/5/21	19																					
24	Bidding	3 wks	5/6/21	5/26/21	23																					
25	Finalize Contract / Commission	2 wks	5/27/21	6/9/21	24																					
26																										
27	Washougal Entitlement	120 days	3/11/21	8/25/21																						
28	Pre-App	1 day	3/11/21	3/11/21	9,15FS+3 wks																					
29	Site Design Review	70 days	4/15/21	7/21/21																						
30	Completeness Review	2 wks	4/15/21	4/28/21	13,17																					
31	City Review	60 days	4/29/21	7/21/21	30																					
32	Building Permit	3 wks	8/5/21	8/25/21	37,31,20																					
33																										
34	Construction	310 days	6/10/21	8/17/22																						
35	PEMB Engineering	3 wks	6/10/21	6/30/21	25																					
36	Reactions to CIDA	1 day	7/1/21	7/1/21	35																					
37	PEMB Permit Drawings	2 wks	7/1/21	7/14/21	35																					
38	Construction	10 mons	9/9/21	6/15/22	37,32FS+2 wks																					
39	Closeout	9 wks	6/16/22	8/17/22	38																					

Project: PCW-20 project schedule12-2 Date: 12/22/20

Task: Progress Summary External Tasks Deadline Split: Milestone Project Summary External Milestone



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PROFESSIONAL SERVICE FEE SCHEDULE AND CONTRACT PROVISIONS

PROFESSIONAL SERVICE FEE SCHEDULE

Principal Architect	\$140-\$180
Lead / Sr Architect	\$120-\$170
Project Architect	\$100-\$160
Project Manager	\$80-\$130
Job Captain	\$80-\$100
Architectural Intern / Draftsperson	\$60-\$90

Principal Engineer	\$160-180
Project Engineer	\$100-\$140
Engineering Designer	\$90-\$120
Engineering Tech	\$80-\$100

Director of Interiors	\$145
Senior Interior Designer	\$90-\$120
Interior Designer 1-2	\$70-\$90

Administrative	\$70-\$85
Expert Witness	\$325-\$350

REIMBURSABLES EXPENSES

Plot Copies – Black & White	\$0.67/SF
Plot – Color	\$1.67/SF
Photo Copies – Black & White	\$0.20 each
Photo Copies – Color	\$0.50 each
Mounting Board	\$5.00 / \$15.00
Mileage / Per Diem	Per www.gsa.gov
Outside Consultants	Cost
Archive Retrieval Fee	Per Archive Policy / Digital Media Release
Binders / Postage / Supplies	Direct Cost
DVD / CD / USB	\$6.00 each

Shown above are the hourly rates for the various disciplines and reimbursable cost for CIDA. Billing rates are subject to change annually in January, and each January thereafter, our fees will increase by 5% per annum to cover the increase in the operating costs. Our hourly billing will be based on the billing rates at the time of the billing. Retainers received will be deducted from the final invoice at completion of contract services. CIDA reserves the right to change its professional service fee schedule for new agreements upon thirty (30) days written notice to the client.

CONTRACT PROVISIONS

The Scope of Work does not include the following **unless specifically included**:

- Field verification of existing conditions, other than general observations
- Hazardous material investigations or remedial activity
- Traffic/transportation analysis
- Geotechnical investigation
- Wetlands or Other sensitive lands permit requirements
- Mechanical/ electrical design or condition assessment
- Marketing materials, renderings or models
- Occupational Safety & Health Administration (OSHA) design compliance review
- Value Engineering
- Appeals, variances, public hearings
- Renderings or models
- Fast-track construction
- Construction materials testing
- Detailed construction cost estimating
- As-built drawings
- Civil Engineering or Landscape Design
- BIM Modeling (Revit or other)
- Third Party Certification (LEED, Green Globes, Earth Advantage or other)
- Interior Design and Space Planning
- Boundary survey, topographic survey, tree survey or metes and bounds descriptions

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CIDA's recommendation for the selection of a General Contractor does not imply responsibility for the actions or performance of the General Contractor. The owner or tenant is solely responsible for the contractor selection. General Contractors are assumed to have a commercially endorsed contractor's license. Owners shall understand that the choice of a contractor directly affects the complexity and cost of the architect's construction contract administration.

All documents, including but not limited to electronic documents, prepared under this Agreement are for use only with this project and may not be used for any other purpose without written approval by CIDA. CIDA shall be considered the creator of all documentation for this project and shall retain all rights, including but not limited to copyrights. CIDA and the Client shall retain the right to use representation of the design in its promotional materials, but shall not have the right to include information deemed by CIDA or the Client as confidential or proprietary. The Client shall give professional credit to CIDA in all of its promotional material featuring the project. The Client has the right to reproduce the documents for the purpose of constructing or maintaining the project subject to a written agreement describing the use of such documents.

The liability of CIDA and its employees, arising from whatever cause, including but not limited to contract and negligence, shall be limited to the total amount of billed professional fees. CIDA and the Client agree to waive all consequential damages that may result from this Agreement.

CIDA will bill monthly as time is accrued on an hourly basis. Payment is due fifteen days from the billing date. A service charge of 1.5% on the unpaid monthly balance is charged for fees and costs more than 30 days past due. Payments received will be credited to the accrued interest prior to payment of the account balance. If this account is not paid in full within 60 days, including the service charge, the Client agrees to pay all costs of collection including, without limitation, attorney fees and costs, whether or not suit or action is filed. CIDA reserves the right to withhold services or cancel this Agreement if a Client's account is more than 60 days delinquent. Hourly billing rates and reimbursable costs are attached.

For projects previously within the purview of another design professional and for which the Client contracts with CIDA to complete, the Client recognizes that this Agreement is based upon the assumption that the Client will deliver all design work product prepared in connection with the Project thus far in editable form, including but not limited to studies, surveys, models, sketches, drawings, specifications, calculations or otherwise (the "Existing Instruments of Service"). The Client further represents and warrants that it possesses all rights, title and interest in such Existing Instruments of Service, and that such rights are unrestricted. The Client agrees that, to the extent not prohibited by law, the Client shall defend, indemnify and hold CIDA (and all our Architect's officers, directors, shareholders, employees, agents and subconsultants) harmless from all costs and expenses related to or that arise out of any claim, demand or cause of action by any third-party as a result of the Client's or any Indemnitee's use of the Existing Instruments of Service.

The client or CIDA may terminate this Agreement upon 10 days written notice. Fees for services performed and reimbursable expenses shall be paid in full through the termination date. In the event of contract termination prior to completion, CIDA shall be held harmless for any and all claims arising from the project. The drawings, specifications and other documents prepared by CIDA cannot be used in the completion of the project or for any other purposes without CIDA's written consent.

CIDA has the right to require advance payments before working on or continuing work on a matter. We reserve the right, as a condition of providing continuing services, to require an increase in any advance payment.

CIDA reserves the right to amend this Agreement in the event of the discovery of unforeseeable site conditions or requirements that are different from conditions ordinarily expected. CIDA may also amend the Agreement if it is not approved by the Client within 30 days of date of issuance.

Updated January 6, 2020

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December 18, 2020

Jennifer Beattie
CIDA Inc.
15895 SW 72nd Ave #200
Portland, OR 97224

Re: Port of Camas-Washougal Building 20
Professional Services Proposal – New Building

Dear Jennifer:

Thank you for the opportunity to provide you with our proposal for the referenced project. We have made an effort to capture the scope of engineering services for this project.

Project Description

Project Owner:

The Port of Camas-Washougal
24 S A St,
Washougal, WA 98671

Project Location:

Port of Camas-Washougal Building 20
TBD (3935) Grant St
Washougal, WA 98671
45.563175N; 122.325771W

Building / Project Description

Single story, 49,500 square foot pre-engineered steel building, with the ability to demise into fifteen (15) 3,300 square foot bays. Building to be used for light industrial or commercial space.

CONSTRUCTION COSTS

Based on our conversation / information we received, we have assumed the following preliminary estimate:

A. Total Construction Cost:	\$5,955,940
B. Mechanical HVAC Construction Cost:	\$140,000 (Estimated)
C. Plumbing Construction Cost:	\$70,000 (Estimated)
D. Electrical Construction Cost:	\$400,000 (Estimated)

INFORMATION SOURCE

Proposal is based on the following correspondences:

- A. Preliminary Engineering Report.
- B. Email from Chris Walker dated 12/7/2020.
- C. Email from Jennifer Beattie dated 12/7/2020.
- D. Conversation with Port employees and design team on 12/8/2020.

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503.416.2400

600 Stewart Street
Suite # 1400
Seattle, WA 98101
206.267.1700

311 E. Veteran's Way
Suite #102
Tempe, AZ 85281
480.530.9101

sazan.com



PROJECT SCHEDULE

- | | |
|----------------------------|-----------------------------|
| A. Schematic Design: | From 1/21/2021 to 3/24/2021 |
| B. Design Development: | From 3/25/2021 to 4/14/2021 |
| C. Construction Documents: | From 4/15/2021 to 4/28/2021 |
| D. Construction: | From 4/29/2021 to 8/19/2022 |

ASSUMPTIONS

Based on the information Received, we understand that this project:

- A. Will have a single bid/construction packet.
- B. Is core and shell only with no tenant improvement for all areas, except as described herein.
- C. Will have one (1) document/construction phases.
- D. Is limited to Mechanical HVAC, Electrical, Plumbing, and Lighting engineering and design only.

DESIGN SUBMITTALS

Schematic
Design Development
50% Percent Construction Documents
75% Percent Construction Documents
90% Percent Construction Documents
Permit
Final

MEETINGS

Meetings with design team, owner representative, and construction team during design phase and construction:

- A. Up to 5 design coordination meetings.
- B. Up to 3 construction meetings.
- C. Up to 7 preconstruction / bid meetings.
- D. Up to 2 meetings with Owner's commissioning authority.

SUMMARY: BASE SERVICES

- A. Mechanical Engineering Services
 - 1. Heating, ventilation, and air conditioning
 - 2. Plumbing
- B. Electrical Engineering Services
 - 1. Electrical utilities coordination
 - 2. Building power distribution
- C. Lighting Design Services
 - 1. Interior/exterior building lighting design
 - 2. Site lighting design
- D. Fire/Life Safety Systems
 - 1. Fire Suppression
 - a. Design Build Services
 - 2. Fire Alarm
 - a. Design Build Services
- E. Building Technologies Systems
 - 1. Utility coordination for data telecommunications



- F. Optional Services Summary
 - 1. Coordination for future security / intrusion detection access control systems, to be designed and installed by tenants.
 - 2. Design of Solar PV.

ENGINEERING SERVICES DESCRIPTION

Our Scope of services is limited to the following. Services not included are additional services.



A. Mechanical Engineering Services

Heating, Ventilation and Air Conditioning Systems.

- a. Air Conditioning and heating systems designs.
Systems to be isolated to individual bays. Scope will include code minimum conditioning and ventilation with coordination for future tenant build-out and needs.
- b. Space heating and ventilation design for areas not requiring air conditioning.
Warehouse area shall receive heating and ventilation only. Both to operate independently per "bay".
- c. Heating and cooling load calculations
- d. General building exhaust systems design including toilet rooms
- e. State energy code calculations for mechanical systems
- f. As built drawings produced from contractor markups

Plumbing Systems

- 2. Sanitary drainage, vent, and waste piping design to five feet outside building.
 - a. Design will be included continuous trench drain running the entire length of the building and connected to an oil/water separator.
 - b. Each tenant to have its own sanitary discharge to the onsite sanitary sewer.
- 3. Domestic cold and hot water piping distribution design, cold water to five feet outside building.
 - a. Each bay shall have its own potable water service with its own meter.
 - b. Each potable water service shall be protected by a reduced pressure backflow assembly (RPBA) located behind the meter and outside of the building (to be designed by Civil).
 - c. Each bay will be pre-plumbed for restroom build-out to meet individual tenant needs.
 - d. Each bay will have a completed "spec toilet room" to meet minimum shell needs.
Additional restroom build-out will be the responsibility of the tenant improvement build-out.
 - e. Hot water piping will be at the discretion of the tenant and not included. Hot water enough for supplying the restrooms will be provided.
- 4. Storm water drainage piping to five feet outside building.
 - a. Storm water will be managed onsite by way of Bio-Filtration Swales to be designed by others.
 - b. Planter strips and seeded lawn areas will filter and allow infiltration of storm water runoff, designed by others.
- 5. Design of gas piping to utility provided meter at each bay.
- 6. Plumbing fixture specifications and cut sheets by others. Building buildouts by tenants.
- 7. As built drawings produced from contractor markups



B. Electrical Engineering Services

Electrical Utilities Coordination

Power Utility Coordination

- 1. Site service raceway design



2. Vault / pedestal and transformer pad locations / coordination
3. Determination of available fault current
4. Revenue meter location and requirement
5. Each bay in the building will be metered separately.

Building Power Distribution Design

1. Building power distribution design.
 - 1) To include additional panels and at available voltages for future tenant build-out.
 - 2) Code required receptacles.
2. Life safety power distribution system for life safety loads including egress lighting utilizing unit battery equipment as the backup source.
3. Connection to interior and exterior signage based on information provided by others.
4. Connection of mechanical systems and coordination with mechanical design for future mechanical build-out.
5. Electrical sub-metering and distribution to subpanels for future tenant design.
6. As built drawings produced from contractor markups

Electrical Engineering Studies

1. Preliminary selective coordination analysis for essential branches of the emergency system. Final study to be done by others.
2. Preliminary fault current analysis. Final fault current analysis and arc flash study by others.



C. Lighting Design Services

Building interior and exterior lighting design:

- a. Luminaire schedule
- b. Luminaire cut sheets of proposed luminaires
- c. Layout of luminaires
- d. Coordination with architectural reflected ceiling plan
- e. Occupancy lighting controls as required
- f. State Energy Code lighting compliance calculations. Includes calculation for final layout only
- g. Egress lighting design per IBC requirements. Based on Architect's egress plan.
- h. As built drawings produced from contractor markups
- i. Owner's Direction:
 - (1) All interior and exterior lighting will utilize high output T-5 fixtures inside the warehouse, and LED fixtures on the exterior of the building and for the parking lot lighting.
 - (2) Port has utilized Clark County Public Utility District's Energy Efficient Lighting Rebate Program, and the design shall optimize return through this program.

Site lighting

1. without point-by-point photometric
2. Shall include appropriate lighting for parking and pedestrian circulation areas with the intent for tenant to choose to light outdoor work and storage areas.
3. Site lighting design and location shall be to Clark Public Utilities Standards. All lighting shall be shielded to prevent undue light pollution.
4. Special provisions will be made to prevent light from impacting the Steigerwald Lake National Wildlife Refuge. Lights will be appropriately shielded and aimed to provide maximum initial illuminance value of no greater than 0.3 horizontal and vertical foot-candles at the shared boundary between the SCC and the Refuge, and no greater than 0.01 horizontal foot-candles 15 feet into the refuge.

5. Timed lighting. In order to limit light pollution, will be utilized to limit light pollution after normal working hours, wherever safety is not compromised by doing so.



D. Fire / Life Safety Engineering Services

Fire Protection Sprinkler

Design Build Service

1. Performance specifications only, based on the following:
 - a. Code Requirements
 - b. Local AHJ requirements
 - c. Owner standards where provided
2. Design shall be by the contractor; we will review the design for conformance to project requirements & specifications
3. Preliminary sizing of fire main service and coordination with civil engineer
4. Riser location and room size estimate
5. Determination of need for standpipes
6. Washington Code fire flow calculation
7. Includes up to two submittal reviews, Construction Administration
8. Review of adequacy of water supply for fire protection
9. Specification room layout and preliminary sizing of Fire Pump if needed.

Fire Detection and Alarm Services

Design Build Services

1. Performance specifications. Devices will be indicated on our drawings for design intent only. The design will be performed by the contractor. We will review the design for conformance to our specifications. Performance specifications will be based on:
 - a. Code requirements
 - b. Local AHJ requirements
 - c. Owner-provided standards / project requirements
2. Includes construction administration with a maximum of two submittal reviews



E. Building Low Voltage Technologies Systems

Coordinated Utility Connection points.

1. Data/telecommunications
2. Coordination of shared telecom room.

EXCLUSIONS AND CLARIFICATIONS

- A. Design of mechanical, electrical, and plumbing systems shall be by contractor under this design-build scope unless specific design is included for specific systems.
- B. Printing of construction documents
- C. Life cycle cost analysis for alternate mechanical/electrical systems or energy modeling are not included.
- D. Construction cost estimates.
- E. Calculations for sizing of systems or for purpose of checking contractor's design and calculations.
- F. Meetings to review bids and interview prospective contractor
- G. Meetings to review contractor's design.
- H. Major revisions of systems requiring revisions to performance specifications after completion.
- I. Construction cost estimates.

FEE

Lump Sum

Project Phase	Mechanical Engineering	Electrical Engineering	Phase Totals
Schematic Design	\$2,600	\$4,100	\$6,700
Design Development	\$7,800	\$12,300	\$20,100
Construction Documents	\$11,700	\$18,450	\$30,150
Construction Administration	\$3,900	\$6,150	\$10,050
Discipline Totals	\$26,000	\$41,000	

Total Fee: \$67,000

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Project reimbursable costs ARE included in the fees above.

STANDARD RATES:

Below is a list of Sazan Group Inc.'s Standard hourly Rates.

Rates:

	\$/hr		\$/hr
Principal	\$240	Designer 4	\$165
Associate Principal	\$200	Designer 3	\$135
Associate	\$180	Designer 2	\$115
		Designer 1	\$100
Fire and Life Safety Engineer	\$240		
		Technology Consultant	\$165
Energy Consultant	\$175	Technology Designer	\$145
Project Manager 3	\$175	Lighting Designer 3	\$175
Project Manager 2	\$160	Lighting Designer 2	\$150
Project Manager 1	\$150	Lighting Designer 1	\$110
Engineer 4	\$190	BIM Manager	145
Engineer 3	\$135	AutoCAD/BIM Technician	95
Engineer 2	\$115		
Engineer 1	\$100	Administrative Assistant	85

OPTIONAL SERVICES (ADDITIVE)

	Fee	Client Initials
PV Solar Design	\$18,000 Estimate	
Security Coordination for Tenant design and installation.	\$6,000 Estimate	

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered additional services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Săzăn Group, Inc. will not proceed with services we consider to be in addition to the contract without first notifying you and obtaining your authorization.

Additional services will be billed at our standard hourly rates at the time the work is performed.

DESIGN BUILD SERVICES CLARIFICATION

If design-build services are provided, Client acknowledges that Săzăn Group, Inc. will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. Săzăn Group, Inc.'s review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract document. Săzăn Group, Inc.'s review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component. The following are the design-build services to which this clause will apply:

- A. Fire protection/sprinkler system design
- B. Fire detection and alarm system design
- C. Building automation/energy management system/temperature control system
- D. Seismic and Bracing Controls

If this Proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind for CIDA Inc.. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Săzăn Group, Inc.



Geoff Jenks
Associate

CIDA Inc.: _____ Date: _____



General Conditions

These General Conditions are incorporated into and are part of the design services proposal letter from Săzăn Group, Inc. ("Săzăn") to CIDA Inc., ("Client") dated 12/18/2020 related to the Project identified therein. These General Conditions, and the design services proposal letter, together, are referred to below as "this Agreement". Săzăn and Client are sometimes referred to in this Agreement individually as "party" and jointly as "parties".

Compensation

Compensation shall be as proposed in the proposal letter.

Billing and Payment

Săzăn will send invoices approximately monthly covering services performed and costs incurred during the preceding period. Payment is due within thirty days of receipt of each invoice. If Client fails to pay within forty-five days of receipt of an invoice, Săzăn may, at its option: terminate this Agreement for default; and/or charge interest at the rate of twelve percent per annum on all amounts unpaid more than thirty days after receipt of the invoice; and/or suspend performance until all payments, including any accrued interest, have been brought current and the parties have agreed to appropriate changes to the schedule and/or compensation. In the event of a suspension under this provision, Săzăn shall not be liable for any costs or damages incurred as a result of delays or interruptions to the progress of the Project.

Client-Furnished Information

Săzăn is entitled to rely upon the completeness and accuracy of information and documents furnished by Client and Client's consultants.

Instruments of Service

Plans, specifications and other materials prepared by Săzăn are instruments of service intended for use only on the Project that is the subject of this Agreement and shall remain the property of Săzăn. Any use of the instruments of service on a different project or on this Project following a termination of Săzăn's services when Săzăn is not in default shall be at Client's sole risk and without liability on the part of Săzăn or its directors, principals, employees or consultants. Săzăn shall not be obligated to provide electronic versions of any of the instruments of service except upon arrangements to which the parties may mutually agree at a later date.

Plans, specifications and other materials prepared by Săzăn are instruments of service intended for use only on the Project that is the subject of this Agreement. Săzăn shall assign to the Owner, without reservation, all copyrights to all project related documents, models, computer drawings and other electronic expression, only as related to this Project. Săzăn shall obtain a written assignment of copyrights from the design consultants in terms identical to those that obligate the architect to the owner as expressed herein, which copyrights the architect hereby assigns to the Owner. The Owner, in turn, hereby grants to Săzăn a nonexclusive license to reproduce the documents for the purposes relating directly to the Săzăn's performance of this Project, for Săzăn's archival record, and for Săzăn's reproduction of drawings and photographs in their marketing materials, provided that the contents of those materials are approved by the Owner prior to publication. No other project related documents may be reproduced for any other purpose without the express written permission of the Owner.

Any use of the instruments of service on a different project or on this Project following a termination of Săzăn's services when Săzăn is not in default shall be at Client's sole risk and without liability on the part of Săzăn or its directors, principals, employees or consultants.

Construction Cost Projections

Client recognizes that Săzăn has no control over the cost of or availability of labor, equipment or materials, over market conditions or over prospective contractors' methods of pricing. Any opinions of probable construction costs provided by Săzăn are offered only for purposes of general guidance and are made on the basis of Săzăn's judgment as a professional familiar with the industry. Săzăn makes no warranty or representation that bids or proposals from contractors will not vary from any opinions of probable construction costs provided by Săzăn.

Construction

Săzăn shall not be responsible for any failure on the part of the contractor(s) to construct in accordance with the plans and specifications or applicable codes or standards. Săzăn shall not be responsible for construction means, methods, techniques, sequences or procedures or for jobsite safety or safety programs in connection with the construction.

Assignment

Neither party may, either during performance or after performance or termination, assign this Agreement or any rights or liabilities arising under it or related to it without the written consent of the non-assigning party, which consent may be withheld for any reason or in the non-assigning party's discretion. There are no third party beneficiaries of this Agreement.

Termination

This Agreement may be terminated by either party upon seven days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of a termination for a reason other than Săzăn's default, Client shall compensate Săzăn for all services performed and reimbursable expenses incurred up to the point of termination within fifteen days of the effective date of the termination.

Dispute Resolution

Any dispute that arises under or related to this Agreement, or the breach or alleged breach of this Agreement, that cannot be resolved by direct discussions between the parties shall be submitted to non-binding mediation. Unless the parties subsequently agree otherwise, the mediation shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules. Neither party may commence arbitration on any claim that has not first been considered in mediation. Any dispute that has not been resolved after being considered in mediation shall be resolved by binding arbitration. Unless the parties subsequently agree otherwise in writing, the arbitration shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules, provide, however, that there shall be a single arbitrator regardless of the amount in dispute. The arbitrator's decision shall be final and binding. No arbitration between the parties shall be consolidated with any other proceeding involving any third parties or entities, and no other person or entity shall be made a party to any such arbitration without the consent of both parties to this Agreement. The foregoing mandatory procedures shall not preclude Sázán from recording a lien and/or commencing an action in Superior Court to foreclose a lien in advance of mediation and/or arbitration to comply with statutory time limitations.

Waiver of Subrogation

The Client waives all claims for damages against Sázán to the extent such damages are covered by insurance carried by or for the benefit of Client. Sázán waives all claims for damages against Client to the extent such damages are covered by insurance carried by or for the benefit of Sázán. The foregoing waivers shall not apply to the extent, if any, that they impair coverage under the subject insurance policy or policies.

Consequential Damages / Claims Against Individuals

The parties waive all claims for consequential damages against each other. Each party waives all claims for damages against the other party's members, shareholders, officers, directors and employees; provided, however, that this waiver shall not apply to protect any individual's intentionally wrongful act.

Time Limit

Any claim or cause of action between the parties arising under or related to this Agreement, or the breach or alleged breach of this Agreement, shall be forever barred if litigation concerning the claim or cause of action is not commenced within three years of Sázán's last performance of services under this Agreement.

Risk Allocation

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that Client may recover against Sázán (together with its principals and employees) to the amount of proceeds available under the liability insurance policy that covers the claim at the time the claim is finally resolved. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, indemnity, contribution, breach of contract, breach of expressed or implied warranty and strict liability. If the Project is residential condominiums, the amount that may be recovered against Sázán (together with its principals and employees) shall be limited to the lesser of (1) the amount of proceeds available under the liability policy that covers the claim at the time the claim is finally resolved, or (2) the amount of compensation paid to Sázán for its services pursuant to this Agreement.

Limit of Liability

As of the date of this contract, Sázán Group carries limited professional liability insurance inclusive of attorney fees and expenses. Additional professional liability insurance beyond the basic coverage can be provided to the Client if the Client wishes and agrees to compensate Sázán Group for the amount of additional premiums. If such additional coverage is requested, the Client shall notify Sázán Group in writing concurrent with the signing of this agreement.

If such additional coverage is not requested by the Client and appropriate increased compensation is not made to Sázán Group, the Client agrees to indemnify and hold harmless Sázán Group and limit their liability to the Client, his/her heirs and /or assigns, and to all construction contractors and subcontractors on the project, for any costs, expenses or liabilities arising from any disputes, claims or third party claims, due to any acts, errors, or omissions, such that the aggregate liability shall not exceed the basic coverage.

Entire Agreement

This Agreement states all terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

Additional Services

When requested by the Client, Sázán Group will provide Additional Services which are those services not included in the scope described under Basic Services. Compensation for Additional Services shall be at the hourly rates described in the agreement unless agreed otherwise.

Ownership of Documents

Project records, design concepts, drawings and specifications, including electronic CADD data, are instruments of the Sázán Group's service and shall remain the property of the Sázán Group, whether the project for which they are made is completed or

not. They are not to be used, sold or transferred by the Client on this or other projects or extensions thereof except by written agreement between Client and Săzăn Group, and with appropriate compensation to the Săzăn Group. The Client may, however, retain copies of these documents for the purpose of records and reference only.

Litigation and/or Collection

In the event either party to the Agreement is required to refer this matter to an attorney and/or initiate or defend litigation against the other party arising out of or relating to this Agreement, or the services to be performed hereunder, then the prevailing party in such litigation shall, in addition to other remedies, be entitled to reasonable attorneys' fees, including recovery costs and attorneys' fees on any appeal.

Hazardous Materials and Pollution

Săzăn Group is not suited to provide and has not been retained to provide any services related to hazardous materials or pollution. Săzăn Group assumes no knowledge or liability in connection with the presence, handling, or removal of asbestos, pollutants, mold, mildew or other hazardous materials or waste. The Client shall retain an expert consultant to deal with those conditions and exposures should they arise. Recognizing this limit on the Săzăn Group's services, the Client agrees to indemnify and hold harmless Săzăn Group against any costs, expenses, or liabilities arising from any disputes, claims, or third party claims purportedly, or in fact, caused by exposure to asbestos or other discharge, dispersal, release or escape of pollutants or other hazardous materials or waste relating to this project.



Tuesday, December 15, 2020

Client: CIDA – Jennifer Beattie
Client Address: VIA Email
Project Name: Port of Camas Washougal – Building 20
Project Number: TBD

RE: Port of Camas Washougal Building 20 – Agreement for Professional Services

Dear Jennifer,

We are pleased to provide you with a proposal for the Civil engineering for the above project.

PROJECT DESCRIPTION:

The Port of Camas Washougal plans to develop Building 20 at their property in Washougal Washington. AAI will be providing site grading and utilities in support of the new metal building. The site will also need to meet local stormwater design.

This proposal includes only onsite improvements with no off-site development included.

SCOPE OF SERVICES AND FEES:

The Scope of Services and Fees provided by AAI Engineering will be as noted below.

CIVIL DESIGN SERVICE FEES

Schematic Design - \$4,700 LS

- Attend Pre-App with design team and City staff.
- Prepare preliminary level grading and utility plans.
- Coordinate with the design team.
- Provide architect with schematic design level documents in PDF format for submittal to the Port for review.

Design Development/Design Review - \$8,700 LS

- Attend up to two meetings with the design team and Port staff.
- Prepare design review level grading and utility plans.
- Prepare design review level stormwater report.
- Assist with civil related design review narrative items.
- Coordinate with the design team.
- Provide architect with design review level documents in PDF format for submittal to the City of Washougal.
- Design Review level plans to be used for early release contractor procurement set.

Construction Documents - \$16,400 LS

- Provide grading and utility construction drawings.
- Civil site related details.

- Provide erosion control plan and details.
- Coordinate with the design team.
- Three team meetings have been budgeted.
- Review and redline architect provided specifications for civil portions. (Geotech to review pavement and earthwork sections.
- Provide architect with construction documents in PDF format for submittal to the City of Washougal for review and approval.

Bidding - \$2,400 LS

- Respond to contractor bid questions.
- Provide feedback on Civil related items in the bid.
- Coordinate with the design team.

Construction Admin - \$6,500 LS

- Review contractor civil related submittals (4hrs budgeted).
- Review contractor civil RFIs (16hrs budgeted)
- Visit the site up to 4 times.
- Provide final punch walk with written report.
- Provide as-built documents based on limited site visits, contractor redlines, and survey information.

Reimbursable Expense - \$1,800 LS

- Reimbursable expenses.

TOTAL CIVIL DESIGN SERVICE FEES: \$38,700

Project Assumptions:

- All fees paid by others.
- Additional meetings not listed in the above tasks will be billed hourly after approval.
- All meetings are anticipated to be local or conference calls with the design team or City.
- AAI will be provided the following documents;
 - A full topographic survey of the site in CAD format.
 - A site CAD file for the proposed improvements.
 - A geotech report to include pavement design and existing site infiltration rates.
- Offsite plans are not included in this proposal, if during the DR process or Permitting submittal we receive conditions to do public improvements we will provide a fee based on the scope of work.
- The client will approve the design and documents at the conclusion of each phase prior to the proceeding to the next phase.
 - Redesign efforts after client approvals, including but not limited to client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.

- Site plan revisions will be limited to one per design phase.
- Project phasing and multiple submittals will impact our fess. AAI will provide an estimate for such services, if required.

Project Exclusions:

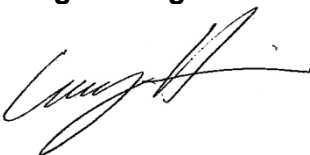
- Wall designs to be design build, if required.
 - AAI will provide finish grade at top and bottom of wall, as needed.
 - AAI can complete this work for an additional fee to be provided, if required.
- Fencing design.
- Lighting design.
- LEED certification.
- Traffic engineering plans.
- Project specifications.
 - Full book specifications are assumed to be compiled by the architect. AAI will review and mark up the sections related to its scope of services.
- Environmental permitting for existing conditions, including wetland mitigation.
- Arborist fees.
- Cost estimating and construction means and methods.
- Erosion Control Inspections to be completed by the contractor or owner.

Unless expressly provided above, all other services are hereby excluded.

This written Agreement along with the attached Terms & Conditions contains the entire agreement between AAI Engineering and client, and no other oral or written inducement or promise has been made to or extended from either party as a part of this contract. This contract shall be changed, amended, or modified only in writing signed by AAI Engineering.

AAI Engineering:

Client:



 Signature
 Craig Harris

 Name
 Principal

 Title
 12/15/2020

 Date

 Signature

 Name

 Title

 Date

2020 STANDARD BILLING RATE SCHEDULE

PRINCIPAL	\$150.00 - \$160.00 / hour
PROJECT MANAGER	\$115.00 - \$135.00 / hour
PROJECT ENGINEER	\$100.00 - \$115.00 / hour
DESIGNER	\$75.00 - \$100.00 / hour
LANDSCAPE ARCHITECT	\$105.00 - \$110.00 / hour
PLANNER	\$105.00 - \$110.00 / hour
ASSISTANT PLANNER	\$80.00 / hour
SENIOR CAD TECHNICIAN	\$90.00 / hour
CAD TECHNICIAN	\$75.00 / hour
PROJECT ASSISTANT	\$70.00 / hour
MILEAGE	\$0.65/mile

Reimbursable costs will be billed at cost.
Mileage rate to fluctuate with IRS Standard Rate.

TERMS & CONDITIONS

SCOPE OF SERVICES: Except as otherwise provided herein, the Scope of Services provided by AAI Engineering shall be per the attached proposal, attached and incorporated herein. Unless expressly provided in the proposal, all other services are hereby expressly excluded.

FEES: Unless otherwise specified in this Agreement, all work performed by AAI Engineering shall be billed on an hourly basis, broken down into 1/4 per hour (15 minute) increments, at the hourly rates stated on AAI Engineering's Billing Rate Schedule, which may change from time to time.

COSTS & EXPENSES: Costs and expenses incurred in the prosecution of the project are in addition to AAI Engineering's Billing Rates and will be billed at "cost plus ten percent" to the Client. Costs and Expenses include, but are not limited to: photocopies, facsimiles, plotting, printing, scans, media storage, messenger deliveries and mileage.

BILLING RATE SCHEDULE: The Billing Rate quoted to Client on the first page of this Agreement shall remain static for the specific project identified on that page, unless otherwise stated in writing. Except as otherwise provided, AAI Engineering's Billing Rate Schedule is subject to change from project to project, at AAI Engineering's sole discretion.

INVOICES: Client shall be billed on a monthly basis for all services performed and all costs & expenses incurred on Client's behalf. Invoices are due upon receipt and shall be deemed late if not paid within thirty (30) days of the date of any invoices. Interest shall accrue at the rate of 1.5% per month (18% per year) on any balance that remains unpaid after 30-days. Owner/Client shall have a right to terminate this agreement with 10 days written notice. In the event of any early termination client shall be responsible for costs for work to date rather than the full contract amount.

ATTORNEY FEES: In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all attorney fees and costs, including the cost of all expert witnesses (if any) associated with enforcing the terms and conditions of this Agreement.

INTELLECTUAL PROPERTY RIGHTS: Drawings, specifications and other documents, prepared by AAI Engineering and/or its consultants are Instruments of Service for use solely with respect to the Project identified in this Agreement, which includes but is not limited to any data or documents in electronic form. AAI Engineering and/or its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, without AAI Engineering and/or its consultant's prior written consent, which can be withheld at AAI Engineering's sole discretion. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to AAI Engineering and/or its consultants.

RELIANCE ON CLIENT PROVIDED INFORMATION & DATA: AAI Engineering is entitled to rely on all information and/or data furnished by the client, or on client's behalf by others, in any way related to the Project. Client assumes all responsibility for the accuracy of such information and/or data, and assumes all liability, without any limitation, for and shall defend, indemnify and hold AAI Engineering, its officers, directors, employees, owners and/or shareholders harmless from and/or against any and all costs, claims, damages or expenses (including attorney fees and costs) if the information or data supplied by client, or on client's behalf by others, is inaccurate, contains any errors or in any way contributes to or results in any damage or injury to any person or property, as a result of AAI Engineering using or incorporation any such data and/or information in its work product.

LIMITATION OF LIABILITY: Due to the limited scope of the services provided under this Agreement, AAI Engineering's liability, or the liability of its officers, directors, employees or shareholders, shall be limited to the compensation paid under this Agreement. In any event, under no circumstances shall AAI

Engineering be responsible for any exemplary or punitive damages, including but not limited to any damages related to lost profits and/or lost opportunities.

DISPUTE RESOLUTION: Any dispute arising under this Agreement, shall be submitted to mediation which shall occur within 90-days of the date a written notice is provided by either party. The cost of the mediator shall be shared equally between the parties. In the event Mediation is not successful, all remaining claims shall be submitted to binding arbitration through the Arbitration Service of Portland. The Oregon Rules of Civil Procedure and the Oregon Rules of Evidence shall apply to any arbitration proceeding and the arbitrator shall make all decisions and determinations consistent with Oregon rules and laws. Mediation shall be a condition precedent to arbitration. Nothing in this Agreement is intended to limit AAI Engineering's ability to file a Construction Lien or to foreclose same, as provided under Oregon law. Any claim for the foreclosure of a construction lien shall be filed in the County where the real property is located and shall not be subject to this

VENUE & APPLICABLE LAW: The parties shall agree on the venue for any dispute. If the parties cannot agree, then the venue for any dispute shall be a location within the general Portland, Oregon, metropolitan area. This Agreement shall be interpreted, subject to and enforced using the internal laws of the State of Oregon without regard to any conflict of law principals.

UNFORSEEN CONDITIONS: Client assumes all liability associated with any building or site at the location where work is to be performed by AAI Engineering, and shall defend and hold AAI Engineering, its employees, officers, directors or shareholders harmless from any and all claims, damages, causes of action, losses and costs (including expert witness fees and AAI Engineering staff time & attorney's fees, and costs on arbitration, trial or appeal) for any potential existing conditions, whether concealed or exposed, including but not limited to architectural, structural, mechanical, electrical, civil, geotechnical, hazardous material, mold, exterior envelope, under building and piling conditions, foundation, or the like, unless the scope of this Agreement includes an express description of services for correcting any existing conditions. Alterations to existing conditions shall not be construed as corrections to same. AAI Engineering shall not be responsible for any loss or injury or whatever kind or nature, suffered by Client, arising out of or in any way related to war, famine, strike, natural disasters, or any other conditions not expressly within AAI Engineering's control.

INTEGRATION CLAUSE: This Agreement constitutes the entire agreement between Client and AAI Engineering. No other agreements of any kind have been entered into by the parties, in writing or orally, unless expressly referenced herein.

SCOPE OF WORK AND FEE PROPOSAL

To: Chris Walker, CIDA ARCHITECTS

cc.

From: Dave Anderson

Date: December 17, 2020

Re: PORT OF CAMAS-WASHOUGAL BUILDING 20, WASHOUGAL, WA.

PROJECT UNDERSTANDING

CIDA Architects is requesting landscape architectural services for the proposed building 20 at the Steigerwald Commerce Center development on South Grant Street at the Port of Camas Washougal. The proposed landscape design phases include Schematic Design, Design Development (Type 2 Design Review Application), Construction Documents, and Construction Administration Services.

SCHEMATIC DESIGN PHASE

- Review the City of Washougal development standards, the project site plan and the staff report from a similar project in the same development for reference. Prepare a **Schematic Landscape Plan** for review and discussion by the owner, architect and design team that will include proposed tree locations, shrub bed and lawn locations, and identify required landscape areas per the development standards, i.e., screening and buffering, parking lot landscaping, street trees, etc.

FEE

\$800

DESIGN DEVELOPMENT PHASE (DESIGN REVIEW APPLICATION)

- After review and approval of the Schematic Landscape Plan, prepare a **Preliminary Landscape Plan** for review by owner, architect and design team. The plan will include a recommended list of plants for trees, shrubs and groundcover and will meet or exceed City of Washougal Type 2 design review landscape requirements.

FEE

\$2200

Anderson Associates

P.O. Box 872276, Vancouver, WA 98687
(503) 318-0549 email: dave@andersonassoc-la.net.

CONSTRUCTION DOCUMENTS PHASE

- Per City of Washougal approved Preliminary Landscape Plan, Prepare a **Final Landscape Plan** with details and specifications for building permit submittal.

FEE \$3000

- Prepare **Irrigation Plan** with details and specifications for permit submittal and constructions documents.

FEE \$2200

CONSTRUCTION BID PHASE

- Provide information during the construction bid phase.

FEE \$800

CONSTRUCTION ADMINISTRATION PHASE

- Provide four site inspections during construction.
- Provide site inspection reports to owner.

FEE \$1000

AS-BUILT RECORD DRAWINGS

- Based on contractor provided redlined drawings.

FEE \$500

ASSUMPTIONS

1. CIDA Architects will provide all base sheet information and CAD files, and inform Anderson Associates of meetings and deadlines in a timely manner.
2. Hourly Rate - \$100/hour. Additional services per mutual agreement to be billed at an hourly rate of \$100/hour.
3. Reimbursable expenses fee: \$200



PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

Scope and Fee Proposal
“Port of Camas-Washougal Building 20 Survey”
December 14, 2020

Work to be performed for:

Port of Camas-Washougal
24 South A Street
Washougal, WA 98671

c/o CIDA, Jennifer Beattie, AIA
15895 SW 72nd Avenue, Suite 200
Portland, OR 97224
503.226.1285

Description of Services:

The subject property is known as CIDA project number 20Y274.00, being Clark County parcel number 986034712 with assess land area of 5.84 Acres. Professional Land Surveying Services are required, as follows:

Task I: Boundary Location Survey

To include the following:

1. Existing site boundary and adjacent right of way and centerlines pursuant to record data and 2017 Boundary Line Adjustment as recorded in Auditor’s File Number 5453764 BLA.
2. Record Easements with dimensions and purpose
3. Found and controlling survey monumentation
4. Bearings, Distances and Site Area

Task II: Topographic and Utility Survey

To include the following:

1. 1 foot contours with maximum grid spacing of 50-feet, including terrain features such as top of bank and toe of slope, extending 20 feet beyond lot lines.
2. Trees, 6” in diameter and larger at 3-foot above ground surface and including subject and adjacent tree canopy.
3. Location of FEMA flood zones, and location and elevation of 100-year flood plain.
4. Locations of existing structures on site and within 20 feet of site, including finish floor elevations.
5. Full adjacent right of way of S Grant Street, 50 feet beyond lot lines in both directions, including all hardscape, ramps and driveways within the right of way.
6. Utility locates including coordination and associated cost for public and private locates:
 - a. Gas: Include size.
 - b. Water: Include size. Show valves, meters, vaults and hydrants (within 250-foot of site boundary)



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- c. Sanitary Sewer: Include size of pipes along all project frontages, at manholes, indicate flowlines, pipe sizes, and directions, site services indicating inverts at stubs to the property where obtainable or of record.
- d. Storm Sewer: Include size of pipes along all project frontages, at manholes, indicate flowlines, pipe sizes and directions, site services indicating inverts at stubs to the property where obtainable or of record.
- e. Electric: Overhead and underground. Include pull boxes, vaults, manholes, lights, transformers, and switching vaults.
- f. Telephone: Overhead and underground. Include risers, vaults, manholes and switching vaults.

Compensation for Services:

Task I "Boundary Location Survey"	\$2,500
Task II "Topographic and Utility Survey"	\$3,500

Terms of Compensation:

Upon completion of survey, an invoice will be sent to the Client. Client shall remit payment within 30 days of receipt of invoice.

Project Assumptions:

Consultant shall have free, unencumbered access to the subject property. Client and Consultant shall work together in a timely manner for prompt delivery of all aspects of services provided.

Exclusions to Agreement:

Other changes or additions to the description of services herein described shall be agreed upon in writing, considered an extra, and shall be billed as an additional cost based upon actual time and materials spent.

Hourly Rates:

Project Surveyor: \$120.00
Two Person Field Crew: \$140.00

KC Development

Port of Camas-Washougal

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

January 7, 2021

Ms. Jennifer Beattie
CIDA, Inc.
15895 SW 72nd Ave Ste 200
Portland, OR 97224-7984

Re: Testing and Inspection Services
Port of Camas-Washougal - Bldg. 20
Washougal, WA
Terracon Consultants, Inc. Proposal No. P82201360

Dear Ms. Beattie,

Terracon Consultants has an excellent track record of successful projects which means you will have fewer demands on your time, reduced risk, and the likelihood of completing on or under budget. The attached proposal for the Port of Camas-Washougal - Bldg. 20 project is based on an email stating the building was a 50k square feet new pre-engineered metal building. No plans or construction schedule are available at this time. Once they become available it would benefit CIDA, Inc. to provide us the opportunity to review and revise this estimate based on updated schedule information.

The inspection and testing scope of work includes:

- Reinforced Concrete
- Non-Shrink Grout/Baseplate Grout
- Proprietary Anchors
- Structural Steel Erection
- Soils Density Testing

Our estimate includes soil density testing of backfilled material only. We assume all other soils related testing and inspection will be performed by the geotechnical engineer of record. We assume structural steel members will come from a local Puget Sound or Portland area AISC Certified fabrication shop.

Established in 1965, Terracon is a 100% employee-owned and operated firm specializing in providing comprehensive Special Inspection and Testing services for public agencies. Locally, we maintain five offices with a staff of more than 270 consultants in the Pacific Northwest Region. You will find we have the trust and respect of the local building department. We are certified and perform tests in accordance with ASTM and IBC standards. With the largest staff of WABO registered inspectors in the State, we have ample capacity to staff this project with multi-licensed inspectors. Washington State Professional Engineers directly supervise inspection activities.



Proposal for Materials Testing and Observation Services

Page 2 of 2

Ms. Beattie

January 7, 2021

Terracon Consultants, Inc. Proposal No.: P82201360



As an integral part of the project team, we work with our clients to provide realistic testing and inspection budgets. This project will be billed in a lump sum of \$10,500.00. Payment is net 30 days from date on invoice. This proposal is valid for 90 days from the date of this letter.

If you have any questions or if we may be of further assistance, please do not hesitate to call. If you find this proposal acceptable, please sign and return one copy to our office. We look forward to your favorable response.

Respectfully Submitted,
Terracon Consultants, Inc.

Doug Strobehn
Project Manager

Trevor A. Tickner P.E.
Materials Department Manager III

Attachments: AUTHORIZATION TO PROCEED



Port of Camas - Washougal - Bldg. 20
Testing and Inspection Services
Terracon Consultants, Inc. Cost Estimate No. P82201360

SERVICES	RATES	VISITS	UNITS	TOTAL
Field Services				
Soils Technician	72.00 /hr	5	20	1440.00
Sampling:	72.00 /hr	1	4	288.00
Reinforced Concrete Inspection	62.00 /hr	6	24	1488.00
- Foundations:		2	8	
- Slabs on grade:		2	8	
- Miscellaneous:		2	8	
Baseplate Grout Inspection	62.00 /hr	1	4	248.00
Proprietary Anchor Inspection	62.00 /hr	2	8	496.00
Structural Steel Erection Inspection	72.00 /hr	3	12	864.00
			Sub-total:	4824.00
Laboratory Services				
Concrete Compressive Strength Cylinder Test	22.00 ea	5 cyls sets	40	880.00
Grout Compressive Strength Test	22.00 ea		3	66.00
Soil Moisture Density Relationship Test (Proctor)	200.00 ea		1	200.00
			Sub-total:	1146.00
Project Management Services				
Project Management <i>(Includes meetings, site visits, report review, mix design review, & misc. consultation)</i>	125.00 /hr		7	875.00
Administrative Services <i>(Report processing, project coordination, postage, & etc.)</i>	65.00 /hr		6	390.00
			Sub-total:	1265.00
Miscellaneous Services				
Sample Pick-up	50.00 ea		7	350.00
Trip Charge	50.00 ea		18	900.00
			Sub-total:	1250.00
Total Cost Estimate:				8485.00
Optional Services				
Final Letter	300.00 ea		1	300.00
			Sub-total:	300.00
Total Cost Estimate with Optional Services:				8785.00

*A 4-hour minimum charge per call applies to all inspections. All charges will be applied in 2-hour increments after 4-hour minimum is met. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal working hours of 7:00am to 4:00pm, in excess of 8 hours per day and on Saturdays. A rate of 2.0 times the regular rate will be charged for all work in excess of 12 hours per day, Sundays and Legal Holidays. Payment is net 30 days.

**TERRACON PORTLAND
J1 FEE SCHEDULE**

Inspection Services

Concrete Inspection (<i>includes Reinforcing Steel, Concrete Placement, Shotcrete, Augercast Grout, Grout, Batchplant</i>)	62.00 /hour
Post Tension Concrete Inspection (<i>includes placement and stressing</i>)	62.00 /hour
Proprietary Anchor Inspection (<i>includes Epoxy Grouted and Expansion Anchors</i>)	62.00 /hour
Masonry Inspection (<i>includes cmu and brick veneer</i>)	62.00 /hour
Lateral Framing Inspection (<i>includes wood and light gauge</i>)	62.00 /hour
Seismic Resistance System Inspection	62.00 /hour
Fiber-Reinforced Polymer Inspection	62.00 /hour
Fireproofing Inspection	62.00 /hour
Intumescent Paint Inspection	72.00 /hour
Soils Technician (<i>includes nuclear densometer</i>)	72.00 /hour
Asphalt Technician (<i>includes nuclear densometer</i>)	72.00 /hour
Asphalt or Concrete Coring Technician	75.00 /hour
Laboratory Technician	75.00 /hour
Lead Inspector	67.00 /hour
Structural Steel/Welding Inspection (<i>includes bolting</i>)	72.00 /hour
Non-Destructive Testing (<i>includes Dye Penetrant, Magnetic Particle, Ultrasonic Testing</i>)	75.00 /hour

Laboratory Services

Concrete Testing

Air Dry Unit Weight Test	40.00 each
Concrete Absorption, Unit Weight and Moisture Content Test	45.00 each
Concrete, Augercast Grout or Nonshrink Compressive Strength Cylinder Test (<i>includes curing, breaking & report</i>)	22.00 each
Concrete Compressive High Strength Cylinder Test (<i>over 10,000 psi</i>)	30.00 each
Concrete Core Compressive Strength Test (<i>includes trimming and testing</i>)	66.00 each
Concrete Flexural Strength Beam Test	50.00 each
Concrete Shrinkage Test (<i>ASTM C157 - set of 3</i>)	300.00 each
Length of Concrete Core Test (<i>ASTM C174</i>)	30.00 each
Mix Design 1 Point Verification & 3 Point Water Cement Curve	quoted on request
Modulus of Elasticity Test	100.00 each
Shotcrete Panel Test (<i>includes 4 cores</i>)	140.00 each
Voids and Density of Hardened Concrete Test (<i>ASTM C642</i>)	75.00 each

Masonry Testing

Brick Absorption Test (<i>24 hour soak</i>)	45.00 each
Brick Absorption Test (<i>5 hour boil</i>)	70.00 each
Brick or Masonry Efflorescence Test (<i>set of 5</i>)	85.00 each
Brick or Concrete Paver Compression Test	45.00 each
Masonry Absorption, Unit Wt. And Moisture Content Test	45.00 each
Masonry Unit Compression Test	55.00 each
Masonry Drying Shrinkage Test (<i>set of 3</i>)	300.00 each
Masonry Grout or Mortar Compressive Strength Test	22.00 each
Masonry Prism Test (<i>grouted or ungrouted</i>)	110.00 each
Retaining Wall Unit Absorption Test	45.00 each
Retaining Wall Unit Compression Test	110.00 each

Asphalt Testing

Asphalt Marshall Mix Design Test (<i>5 points</i>)	3500.00 each
Asphalt Core Density Test	35.00 each
Asphalt Ignition & Gradation Test	250.00 each
Asphalt Ignition Oven Correction	450.00 each
Asphalt Marshall Set Test (<i>flow, stability, voids</i>)	440.00 each
Asphalt Oil Content Test	80.00 each
Asphalt Rice Density Test	100.00 each
Asphalt Stripping Test	30.00 each
Asphalt Superpave Set Test (<i>VMA, VFA and VA</i>)	550.00 each

Laboratory Services**Soils and Aggregate Testing**

Atterberg Limits Tests	120.00 each
Liquid Limit Only Test	75.00 each
Plastic Limit Only Test	55.00 each
California Bearing Ratio Test (<i>CBR - with proctor</i>)	550.00 each
Clay Lumps and Friable Particles Test	90.00 each
Degradation Test	135.00 each
Flat and Elongated Particles Test	90.00 each
Fractured Face Count Test	75.00 each
LA Abrasion Test	150.00 each
Lightweight Pieces in Aggregate Test (<i>coal and lignite</i>)	80.00 each
Organic Impurities Test	45.00 each
Organic Matter Analysis (<i>loss on ignition by weight</i>)	60.00 each
R-Value Test	325.00 each
Sand Equivalent Test	60.00 each
Sieve Analysis Test (<i>includes wash over #200</i>)	130.00 each
Sieve Analysis Test (<i>percentage passing #200 only</i>)	200.00 each
Sodium Sulfate Soundness Test	250.00 each
Soil Hydrometer Analysis Test (<i>includes particles finer than #200</i>)	225.00 each
Soil Moisture Content Test (<i>natural</i>)	30.00 each
Soil Moisture Density Relationship Test (<i>proctor</i>)	200.00 each
Soil Relative Density Test	225.00 each
Soil Specific Gravity Test	85.00 each
Specific Gravities Coarse Aggregate Test	55.00 each
Specific Gravities Fine Aggregate Test	85.00 each
Unit Weight Test	45.00 each

Miscellaneous Testing

Fiber-Reinforced Polymer Tensile Test (<i>set of 5</i>)	750.00 each
Fireproofing Density Test	80.00 each
Machining Tensile Test	Cost + 15%
Macroetch Test (<i>evaluation only or sample preparation</i>)	50.00 each
Moisture Emission Test Kits	30.00 each
Reinforcing Steel #10 - #18 Tensile Test	85.00 each
Reinforcing Steel #3 - #9 Tensile Test	60.00 each
Splitting Tensile Test	80.00 each
Stressing Strand Tensile Test (<i>breaking strength only</i>)	60.00 each
Tensile Test on Coupon Assembly (<i>with slippage #3 - #9</i>)	80.00 each
Tensile Test on Coupon Assembly (<i>with slippage #10 - #18</i>)	105.00 each
Weld Fracture Test	80.00 each

Engineering Services

NDE Level III Consultation	150.00 /hour
Principal Engineer	150.00 /hour
Staff Engineer (<i>includes Pachometer Testing, Floor Flatness Testing, Impact Echo Testing, Load Testing & Moisture Emissions Testing</i>)	125.00 /hour
Engineering Technician	105.00 /hour
Project Manager	125.00 /hour

Other

Administrative Services	65.00 /hour
Trip Charge (<i>Portland-Vancouver Metro area</i>)	50.00 each
Sample Pick-up (<i>Portland-Vancouver Metro area</i>)	50.00 each
Mileage (<i>charged only outside our regular service area</i>)	0.65 /mile
Subsistence (<i>lower 48 states</i>)	Federal GSA Rate
Reimbursable Expenses (<i>commercial travel, rentals, consumables, etc.</i>)	Cost + 15%
Subconsultants	Cost + 15%
Final Inspection Letter	\$300.00 each

*A 4-hour minimum charge per call applies to all inspections. All charges will be applied in 2-hour increments after 4-hour minimum is met. A premium rate of 1.5 times the regular rate will be applied for all work outside of normal working hours from 7:00am to 4:00pm, in excess of 8 hours per day and on Saturdays. A rate of 2.0 times the regular rate will be applied for all work in excess of 12 hours per day, Sundays and Legal Holidays. Payment is net 30 days.

AGREEMENT FOR SERVICES

This AGREEMENT is between CIDA, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Port of Camas-Washougal - Bldg. 20 project ("Project"), as described in Consultant's Proposal dated 12/15/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Washington law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 12/15/2020
Name/Title: Trevor A Tickner / Department Manager III
Address: 700 NE 55th Ave
Portland, OR 97213-3150
Phone: (503) 659-3281 Fax: (503) 659-1287
Email: Trevor.Tickner@terracon.com

Client: CIDA, Inc.
By: _____ Date: _____
Name/Title: Jennifer Beattie /
Address: 15895 SW 72nd Ave Ste 200
Portland, OR 97224-7984
Phone: _____ Fax: _____
Email: JENNIFERB@CIDAINC.COM



Seth J. Pszczolkowski

December 16, 2020

Jennifer Beattie
 CIDA Architecture
 15895 SW 72nd Ave. Suite 200
 Portland, OR 97224

Subject: **Port of Camas-Washougal Building 20**
 Construction Cost Estimating Services Fee Proposal

Dear Jennifer:

Thank you for the opportunity to be part of your team for the above project. Our proposed lump sum fee for estimating services will be:

Estimate Fee Breakdown	Labor	Hours		Hourly Rate	Sub-Total	Totals
Schematic Design Estimate <i>(itemized as optional service if requested)</i>	Principal	2.0	hrs.	\$182.00	\$364.00	\$7,330.00
	Sr. Estimator	14.0	hrs.	\$145.00	\$2,030.00	
	Estimator	20.0	hrs.	\$100.00	\$2,000.00	
	Mechanical	8.0	hrs.	\$161.00	\$1,288.00	
	Electrical	7.0	hrs.	\$145.00	\$1,015.00	
Reconcile - minor estimate update (1)	Principal	1.0	hrs.	\$182.00	\$182.00	
	Sr. Estimator	2.0	hrs.	\$145.00	\$290.00	
	M/E	1.0	hrs.	\$161.00	\$161.00	
Design Development Estimate	Principal	3.0	hrs.	\$182.00	\$546.00	\$8,508.00
	Sr. Estimator	16.0	hrs.	\$145.00	\$2,320.00	
	Estimator	24.0	hrs.	\$100.00	\$2,400.00	
	Mechanical	9.0	hrs.	\$161.00	\$1,449.00	
	Electrical	8.0	hrs.	\$145.00	\$1,160.00	
Reconcile - minor estimate update (1)	Principal	1.0	hrs.	\$182.00	\$182.00	
	Sr. Estimator	2.0	hrs.	\$145.00	\$290.00	
	M/E	1.0	hrs.	\$161.00	\$161.00	
100% Construction Documents Estimate	Principal	2.5	hrs.	\$182.00	\$455.00	\$8,613.00
	Sr. Estimator	16.0	hrs.	\$145.00	\$2,320.00	
	Estimator	20.0	hrs.	\$100.00	\$2,000.00	
	Mechanical	8.0	hrs.	\$161.00	\$1,288.00	
	Electrical	7.0	hrs.	\$145.00	\$1,015.00	
Contractor Reconciliation - estimate update	Principal	1.0	hrs.	\$182.00	\$182.00	
	Sr. Estimator	6.0	hrs.	\$145.00	\$870.00	
	M/E	3.0	hrs.	\$161.00	\$483.00	
Total Lump Sum Fee					\$24,451.00	\$24,451.00

ACC will provide detailed quantity take-offs and cost estimating for architectural, landscape, civil (civil to provide earthwork quantities), electrical, mechanical and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/food service equipment, training equipment, theatrical /stage equipment, aquatic pools/equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(2) alternates**, additional alternates will result in additional services.

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. **Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.**

Estimates at each phase will require **10** business days to complete unless previously discussed.

The architect will provide ACC with a minimum of **one complete full size set of hardcopy drawings** and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering workshops, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will be ready for ACC to begin development of the estimate is required.

Sincerely,



Seth Pszczolkowski

sethp@archcost.com

Accepted:

Printed Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

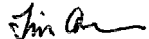
PRODUCER Propel Insurance Portland Commercial Insurance 805 SW Broadway, Suite 2300 Portland, OR 97205-3363	CONTACT NAME: LeAnn Wood
	PHONE (A/C, No, Ext): 503 467-7570 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: leann.wood@propelinsurance.com
INSURED Commercial Industrial Design Architecture; CIDA; CIDA Architecture 15895 SW 72nd Avenue #200 Portland, OR 97224	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Sentinel Insurance Company 11000
	INSURER B : SAIF Corporation 36196
	INSURER C : The Hanover Insurance Group
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBAZP9027	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52SBAZP9027	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAZP9027	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	909033	06/01/2020	06/01/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			LH2D73618402	10/28/2020	10/28/2021	\$3,000,000 Per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The Port of Camas Washougal 24 South 'A' Street Washougal, WA 98671	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
- (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF THE DECLARATIONS - ADDITIONAL
PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED
INSUREDS**

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

COMMERCIAL INDUSTRIAL DESIGN ARCHITECTURE INC
DBA:CIDA, CIDA ARCHITECTURE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

- 1.** The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".
- 2.** The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
- 3.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

- 4.** If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

- 5.** The provisions of Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

- 1.** "Project" means "your work" at location(s) away from premises owned or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph **(2)** of subsections **6.d.** and **6.f.** of Section **C. - WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph **(1)** above does not apply if the additional insured's acts or omissions, or the acts or omissions of those acting on additional insured's behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against the additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the additional insured.

(3) The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections **1.** and **8.** of Section **F - OPTIONAL ADDITIONAL INSURED**

COVERAGES; and it is agreed the following paragraphs replace section **b.** of subsection **9.** of Section **F. - OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section **F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if the additional insured's acts or omissions, or the acts or omissions of those acting on the additional insured's behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against the additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the additional insured.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

POLICY NUMBER: 52 SBA ZP9027



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

30 DNOC

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS HEREBY AGREED UPON
AND UNDERSTOOD FORM SS12250611 HAS BEEN ADDED TO THIS POLICY PER
ATTACHED.

Carrier no: 20001

Endorsement no: WC000313

SAIF policy: 909033 Commercial Industrial Design Architecture Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description: All Operations

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: June 01, 2020

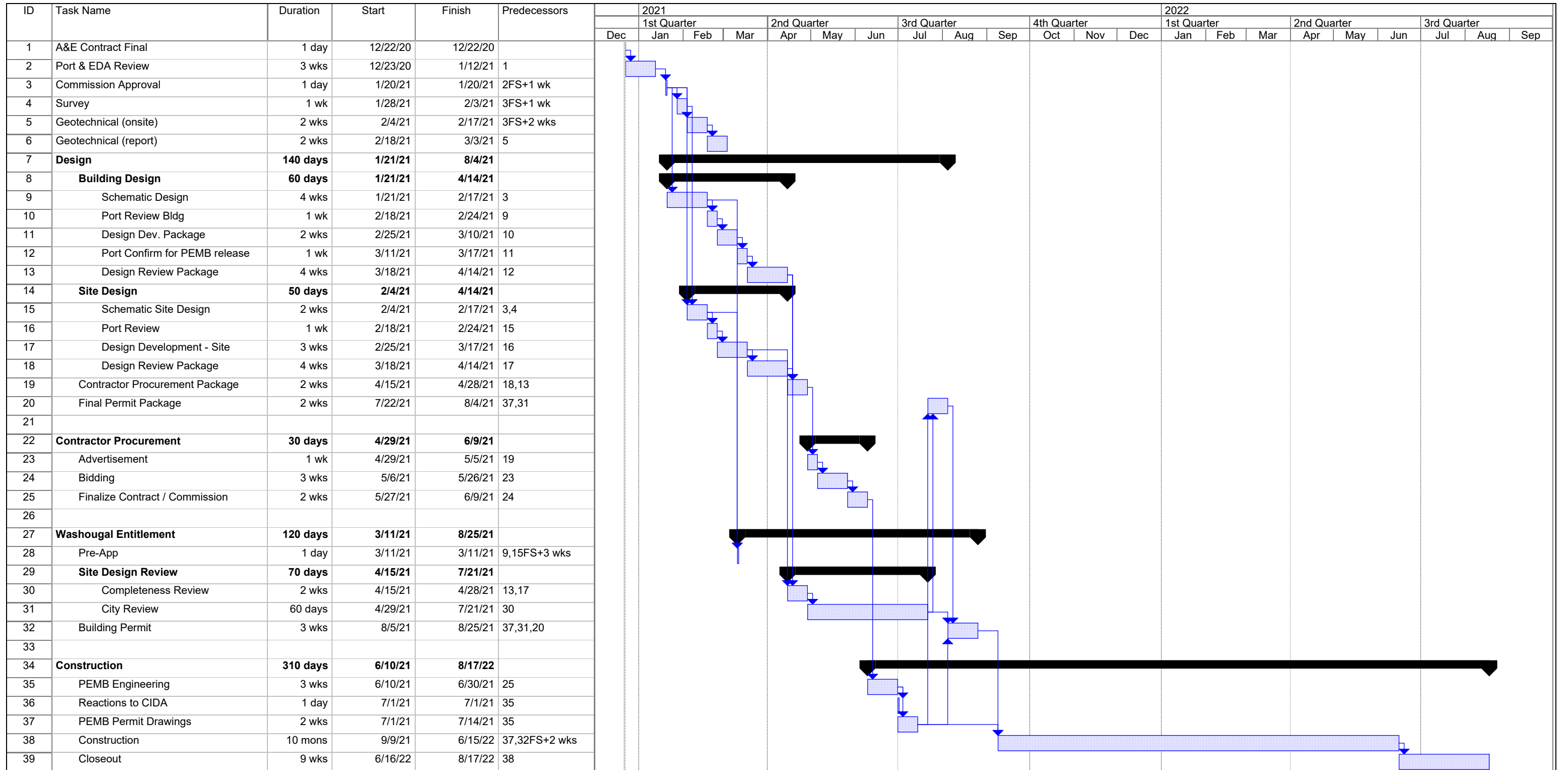
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned April 27, 2020 at Salem, Oregon



Kerry Barnett
President and Chief Executive Officer

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Project: PCW-20 project schedule12-2 Date: 12/22/20	Task		Progress		Summary		External Tasks		Deadline	
	Split		Milestone		Project Summary		External Milestone			

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

TO: PORT OF CAMAS WASHOUGAL COMMISSION
FROM: David Ripp, Chief Executive Officer
DATE: January 15, 2021
RE: Certification of Equipment as Surplus to the Port's Needs in Support of Requested Commission Surplus action

The Port of Camas Washougal owns certain non-real property consisting of a Kubota Excavator is a 2012 Mod.# KX91-3S2 with an open cab with 750 hours on the machine ("Equipment") which Staff has determined is no longer needed for port purposes.

Staff seeks to replace the Equipment with a newer model excavator and receive maximum value for the existing Equipment, through a trade-in and credit toward purchase of a new excavator.

This Memorandum serves as written notice from the Port Chief Executive Officer to the Port Commission, pursuant to RCW 53.08.090, certifying that the Equipment is no longer needed for port district purposes, and asking the Port Commission to declare the Equipment no longer needed for port district purposes and to surplus it, for the purpose of allowing the Equipment to be traded in and credited toward the purchase of a new excavator.

I so certify:



David Ripp, Chief Executive Officer

**PORT OF CAMAS WASHOUGAL COMMISSION
Resolution 3-21**

**A Resolution of the Port of Camas Washougal Declaring Certain
Equipment (Non-Real Estate Property) Surplus**

WHEREAS, the Port of Camas Washougal owns certain non-real property, equipment consisting of a Kubota Excavator is a 2012 Mod.# KX91-3S2 with an open cab with 750 hours on the machine ("Equipment") which Staff has determined is no longer needed for port purposes, and

WHEREAS, Staff seeks to replace the Equipment with a newer model excavator and receive maximum value for the existing Equipment, through a trade-in and credit toward purchase of a new excavator, and

WHEREAS, pursuant to RCW 53.08.090, the Port's Chief Executive Officer has made written certification to the Commission that the Equipment is no longer needed for port district purposes, and

WHEREAS, the estimated value of the Equipment proposed to be declared surplus for purposes if the trade in exceeds \$19,531.00 and therefore requires Commission approval,

NOW, THEREFORE, be it resolved that:

1. The Equipment is hereby found and determined to be no longer needed for Port of Camas Washougal port district purposes and to be surplus to the Port's needs, and the trade in of said Equipment toward purchase of a replacement excavator is in the public interest.
2. The Commission authorizes the Equipment to be disposed of by trading in the Equipment and receiving toward purchase of a new excavator.
3. Following completion of the trade in transaction, the trade in value and net cost of the new excavator proceeds will be communicated to the Commission.

ADOPTED this 20th day of January 2021 by the Port of Camas Washougal Commission.

Larry Keister

Cassi Marshall

John Spencer