

PRELIMINARY AGENDA

REGULAR MEETING

July 7, 2021

I. OPEN SESSION

5:00 PM

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

- A. Approval of Minutes – Juli
- B. Approval of Checks – Krista

NEW BUSINESS/DISCUSSION ITEMS

- C. Waterfront Stormwater Outfall Construction – Mark

PUBLIC COMMENT [3 min. apiece]

ACTION ITEMS

- D. Waterfront Stormwater Outfall Construction

PUBLIC COMMENT [3 min. apiece]

ADJOURN

On March 24, 2020 a new Governor’s proclamation went into effect regarding public meetings. By order of Washington State Governor Jay Inslee, Proclamation 20-28.15, 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: 929 6284 2901, Password: 133727 or via this video link: <https://zoom.us/j/92962842901?pwd=RzkzMTZVWTRwbmU1eW1rOXNWsk5Edz09>**

MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
June 16, 2021

By: Juli Burnett, Administrative Assistant

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, June 16, 2021, at 11:45 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; Business Development Manager Derek Jaeger, Human Resources Manager Jen West, Administrative Assistant Juli Burnett, and Legal Counsel Carolyn Lake; and members of the press and public. General public has access through a designated conference call line and Zoom video.

At 12:00 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, and the Washington State legislature's Resolution SCR 8402, 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 June 2, 2021 – 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, Commissioner Spencer commented he made a request to edit the minutes to state, “Commissioner Spencer commented he is glad to see our rate match our expenses at Grove Field” and “In the end, Commissioner Spencer agreed with the increase this year as there was not one last year.” A motion was made by Commissioner Keister, seconded by Commissioner Marshall. June 2, 2021 – 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 Keister, seconded by Commissioner Marshall and carried unanimously, the electronic payments and the issuance of general fund checks 7280-7316 in the total amount of \$268,196.00 were approved as presented.

NEW BUSINESS / DISCUSSION ITEMS

- Strategic Plan 2021-2026 Update

Lisa Parks with Maul, Foster & Alongi presented the formatted draft of the Strategic Plan. This draft includes Port history and the Port's goals and strategies. The Strategic plan is ready to be finalized if it is found to be satisfactory. Parks also mentioned that the Comprehensive Scheme of Harbor Improvements has also been formatted and can be finalized by the end of 2021. Commissioner Spencer commented excellent job to MFL. Commissioner Spencer

commented it turned out beautiful and a shoutout to the stakeholders and Port Staff who participated. Commissioner Keister commented that this process went so much smoother than the original Strategic Plan a few years ago, and the most important part is that it is getting our message out. Approval will be requested during Action Items.

- 2022 Marina & Airport Rates & Fees

Chief Operating Officer Kim Noah presented the rates and fees for the Marina and Airport. These new proposed rates include a 10% increase for Marina slips and Airport Hangars. Fees for electric, relocation, and termination will also be increased. Launch ramp permits will be eliminated, and boaters will pay the \$7 launch fee each time when using the boat launch. Commissioner Spencer commented that the rate increases are necessary since there was not an increase in 2020. Commissioner Keister commented that the 10% increase is appropriate since there was not an increase last year. Approval will be requested during Action Items.

- Marina Policy Manual Update

Chief Operating Officer Kim Noah presented the proposed update for the Marina Policy Manual. The current waitlist policy allows tenants to have priority over non-tenants. The new policy proposed would allow every person on the list to have an equal opportunity to lease a slip. Approval will be requested during Action Items.

- Telework Policy Agreement

Human Resource Manager Jen West presented the Telework policy. Teleworking is a flexibility that may be available to some positions within the Port of Camas-Washougal. The purpose of this policy is to allow employees to work at alternate work location for all or part of their workweek. Teleworking can improve productivity, job performance, as well as promote administrative efficiencies, reduce traffic congestion, transportation costs, support continuity of operation plans, and sustain the recruitment and retention of highly qualified workforce by enhancing work/life balance. Commissioner Spencer commented one of the changes is that it could be used in place of sick leave and now it cannot be. West commented that is correct and it could possibly be, but it is up to management to approve it. Commissioner Keister commented he is impressed how the Port staff has handled this past year and is leaving this decision on policy up to CEO Ripp and COO Noah. Approval will be requested during Action Items.

- Wellness Program Policy Update

Human Resource Manager Jen West presented the Wellness Program Policy updated. Employees will continue to receive the current monthly amount of \$35, however, it will be deposited into a VEBA account. This account can be used for medical or long-term care premiums and allows all employees to participate as receipts do not need to be turned in to receive the \$35 monthly. Commissioner Spencer commented it looks good and Commissioner Marshall commented that it seems like it will be a time saver for staff. West confirmed that it will be a time-saver as receipts won't need to be turned in and the \$35 will be received tax free. Approval will be requested during Action Items.

- Marina Gate 3 FDC Relocation
Director of Planning & Development Mark Miller presented photos of the completed FDC (fire department connection). The purpose of this relocation was to relocate it above the ordinary high-water mark. Total cost was \$81,292.22 and was completed by the Nutter Corp. of Vancouver. Commissioner Spencer commented that a constituent asked why not install a pump as a solution. Miller commented the issue is the location of the fire truck to the FDC connection as the pump is on the truck. Approval of completion will be requested during Action Items.
- Corrosion Company Lease
Business Development Manager Derek Jaeger presented the Corrosion Company lease. Corrosion Company has been a long-term tenant for 15 years and they do fiberglass fabrication. They provide 20 jobs with 4 more positions available for hire. The term of the lease is for 3 years and 2 one-year options as they may retire in the near future. Warehouse space square footage is 9,625 and yard space is 4,000 SF. The lease rate is \$6,162.25 for year one (.55 cents per square foot) , \$6,648.62 (.60 cents per square foot) for year two and a 3% increase after. The deposit is \$0; per RCW 53.08.085, a security deposit is required, however The Port can require a lower deposit amount. Due to tenant negotiations and fact they did not have a prior security deposit and other considerations, Jaeger commented he will make a request during action items for the lease and deposit approval. Commissioner Marshall commented it was helpful to see the schematic and was wondering if the fire lane needs to stay cleared at all times. Jaeger replied yes it should stay clear/open for the fire department, and the tenant has been made aware of that.

PUBLIC COMMENT #1

Dr. Martha Martin, Washougal, commented that the Strategic Plan look fabulous. On Page 15 of the Strategic Plan says there is an error mentioning canoes that are not actually present at the park. Ripp commented it will be revised to reflect what is actually at the park. Martin wanted to clarify a comment she made at the last meeting that she did not mean for meetings to be shorter, and suggested all meetings to be held at 5:00 PM.

Molly Coston, Mayor of Washougal, commented she will be reviewing The Port's Strategic Plan as the City of Washougal will be creating their 5-year update next year. Mayor Coston also mentioned thank you for having her included in today's meeting.

Bernie Bacon, Port Marina Tenant, commented on the marina rate increase and suggested to not make the increase as tenants are now just getting back to some normalcy. Bacon also mentioned the lack of parking and marina cleanliness have been issues for tenants.

ACTION ITEMS

- Strategic Plan Approval
Commissioner Keister requested formal approval of the Strategic Plan. Upon motion by Commissioner Keister, seconded by Commissioner Spencer and carried unanimously, the approval to execute the Strategic Plan as presented, effective June 16, 2021.

- 2022 Marina & Airport Rates & Fees
Commissioner Keister requested formal approval of the 2022 Marina & Airport Rates & Fees. Upon motion by Commissioner Keister, seconded by Commissioner Spencer and carried unanimously, the approval to execute the 2022 Marina & Airport Rates & Fees as presented, effective June 16, 2021. Commissioner Marshall thanked tenant Bernie Bacon for her comments and understands the increase will affect tenants, however it is necessary to cover expenses. Commissioner Spencer commented that he takes Bacon's comment to heart and knows that boaters and pilots struggle with increases, however, we are walking the tight rope as best we can with the necessary expenses for the Marina and Airport. Commissioner Keister commented he also understands Bacon's concerns also. The decision to increase rates were to cover the expenses.
- Marina Policy Update
Commissioner Keister requested formal approval of the Marina Policy Update. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the approval to execute the Marina Policy Update as presented, effective June 16, 2021.
- Telework Policy
Commissioner Keister requested formal approval of the Telework Policy. Upon motion by Commissioner Keister, seconded by Commissioner Spencer and carried unanimously, the approval to execute the Telework Policy as presented, effective June 16, 2021.
- Wellness Program Policy
Commissioner Keister requested formal approval of the Wellness Program Policy. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the approval to execute the Wellness Program Policy as presented, effective June 16, 2021.
- Marina Gate 3 FDC Relocation
Commissioner Keister requested formal approval of the Marina Gate 3 FDC Relocation completion. Upon motion by Commissioner Keister, seconded by Commissioner Spencer and carried unanimously, the approval to execute the Marina Gate 3 FDC Relocation as presented, effective June 16, 2021.
- Corrosion Company Lease
Commissioner Keister requested formal approval of the Corrosion Company Lease. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the approval to execute the Corrosion Company Lease as presented, effective June 16, 2021.
- **STAFF REPORTS & COMMENTS**
Chief Executive Officer, David Ripp
A reminder we will be having our first open Port meeting on July 7th. The Port's IT Specialist, Kyle Chin, is currently working on the Zoom configuration, and it will be a work in progress throughout the first couple of meetings. To maintain social distancing, our conference room

will only allow for 6-members of the public to attend. We will have to require any visitors to wear a mask unless they chose to give us a copy of their vaccination card. We will not ask or require seeing it if they prefer to wear a mask. The Port office will be re-opening on Monday, June 21st to the public.

Upon the request letter sent by the City of Camas sent a couple of weeks ago, they received approval from DOE for forming the Advisory Committee for the GP Mill cleanup. This will allow them a seat at the table and to be a part of the process. The DCA has applied for a Public Participation Grant through DOE and they should hear back by the end of this month. This grant will help pay for consultant analysis for reviewing all the cleanup documentation as well as public outreach.

- **COMMISSIONER REPORTS**

- Commissioner Keister

- Great progress is being made with the advisory committee for the GP Mill cleanup and will bring great opportunity to the Port in the future.

The Washougal Arts & Cultural Association mural unveiling is today June 16th at the Washougal Food Center.

- Commissioner Marshall

- The meeting with Lori Froehlich and Matt Babbitts who are with PUD went well to learn more about their grant programs. This includes solar energy, electric vehicle charging stations, etc. The PUD meeting on June 15th was in regard to electric vehicles.

Commissioner Marshall commented great job Commissioner Keister and Mayor Coston on the connector trail from the Port to the city!

Parkersville PAC group will be identifying the big old trees to bring more community interest to the park.

In honor of Pride month in June, a thank you to everyone for in all the inclusivity and DEI work that everyone has done in the past year.

Regarding Public Comment during Commission Meetings Commissioner Marshall suggested for it to be discussed again. After further discussion it was decided if there is going to be a lot of topics under Discussion Items, then staff would plan on adding an additional Comment period at the beginning of the meeting for any non-agenda item comments to allow participants a chance to speak if they cannot stay for the entire meeting.

- Commissioner Spencer

- The process of the Strategic Plan was excellent, and the public participation was excellent. We have a great document we can use.

Commissioner Spencer commented he had a great meeting with David Steube, who is on the

Washougal City Council, as well as Julie Russell.

The Camas-Aviation meeting is June 17th and Commissioner Spencer will be attending to support the rate increase for 2022.

- **PUBLIC COMMENT #2**

Dr. Martha Martin, Washougal, thanked Commissioner Marshall for bringing the conversation of the public meeting comment period. This is an important conversation to have so the public knows their voice will be heard. Martin feels the max capacity of 6 for the in-person Commission Meeting feels restrictive and how did that number come about. CEO Ripp replied that we could advertise that we will only have 6 public seats available, so the public could reserve a chair ahead of time. Port Legal Counsel Carolyn Lake agrees with Ripp that would be a good idea. Commissioner Spencer commented that due to the room size that 6 public seats are what can fit following the COVID guidelines.

Bernie Bacon, Marina Tenant, commented that the state guidelines may change in the near future in regard to room capacity.

The meeting adjourned at 1:04 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners



**PUBLIC WORKS
CONTRACTUAL AGREEMENT**

This contract is made and entered into by and between the Port of Camas-Washougal, hereinafter referred to as the "PORT", and the below named firm, hereinafter referred to as "CONTRACTOR".

Name (Contractor): Tapani, Inc.

Project Name: Waterfront Stormwater Outfall Construction

Mailing Address: 1904 SE 6th Place , City, State, Zip Battle Ground, WA 98604

Phone: 360-687-1148

SSN # or Tax ID #: 91-1350790 WA State UBI Business Number: 600642677

In consideration of the commitments and conditions contained herein, including those set forth in Attachment "A" and any Exhibits hereto, incorporated herein as though fully set forth, the PORT and CONTRACTOR do agree as follows:

PURPOSE: To install a stormwater outfall on the waterfront to service the property.

SCOPE OF WORK

Contractor to provide labor and materials to construct a stormwater outfall per the attached PLANS AND SPECIFICATIONS for the project named above.

CONTRACTOR'S RESPONSIBILITIES:

- ◆ Obtain **all** necessary permits to cover scope of this Request for quote.
- ◆ The contractor will schedule all inspections
- ◆ The contractor will keep the worksite clean and safe during work hours
- ◆ General cleanup and offsite disposal of all removed materials.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from July 7, 2021 , or date of execution, whichever is later, through September 30, 2021 .

TERMINATION

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, PORT or CONTRACTOR may terminate this agreement on 30 days prior written notice to the other party. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the PORT. In the event the PORT terminates this Contract prior to completion without cause, the CONTRACTOR

may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The CONTRACTOR shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.

COMPENSATION

1. As full compensation for the performance of its obligations of this Agreement and the services to be provided, the PORT shall pay CONTRACTOR the maximum amount as specified in this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.

2. This will be accomplished on a Lump Sum Basis and will not exceed \$86,753.09, which includes WA State sales tax at a rate of 8.4%, without prior written approval from the Port.

3. To be eligible for payment, CONTRACTOR shall submit detailed numbered invoices showing description of work items being invoices, work order number, title of project, total authorized, total current invoice, and balance of authorization. All invoices shall note "Prevailing wages have been paid in accordance with the approved Intent." Invoices shall be sent directly to the attention of Accounts Payable, at 24 South A Street, Washougal, WA 98671. Payment shall be made through the Port's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

4. The PORT may withhold payment to the CONTRACTOR for any work not completed to the PORT'S satisfaction, until such time as the CONTRACTOR modifies such work to the satisfaction of the PORT.

5. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

6. In the event CONTRACTOR incurs cost in excess of the sum stated above, CONTRACTOR shall pay such excess from its own funds, and the PORT shall not be required to pay any part of such excess, and CONTRACTOR shall have no claim against the PORT on account thereof.

7. Prevailing wages must be paid, rates are published on the Department of L&I's website at: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The project will be performed in Clark County. The Port also has a hard copy of the rates available upon request. Per RCW 39.12 Section 5 (2) a copy of certified payroll records shall be filed with the Department of L&I using its online system.

RETAINAGE

[X] Retainage Held by Port: Contractor specifically acknowledges that five percent (5%) of all payments that would otherwise be payable to Contractor shall be subject to retainage pursuant to the requirements of RCW 60.28.011. Upon the completion of the work by Contractor under the terms of this agreement and upon final approval and acceptance of contractor's work and materials by the Port, the Port will make final payment to Contractor of the balance due Contractor under the terms of this agreement within thirty (30) days after the Port has received (1) an "Affidavit of Wages Paid" by Contractor, attesting to the fact that all subcontractors/suppliers have been paid and (2) receipt by the Port of authorization from the Washington State Department of Revenue and Employment Security to release the retainage.

[] Retainage Bond: Contractor shall, at the time of delivery of this contract, furnish a duly executed retainage bond upon such form as is furnished or approved by the Port, signed by an approved surety or sureties authorized to do business in the State of Washington. Such bond shall provide that the surety or sureties will agree to protect and indemnify the Port against any direct or indirect loss that shall be suffered or claimed by reason of the failure of the Contractor to pay all laborers, mechanics, subcontractors, agents, material men, and all persons who shall supply such Contractor, subcontractor or agents with provisions or supplies for carrying on such work.

CHANGE ORDERS

A Change Order is a written order signed by the PORT and the CONTRACTOR and issued after execution of the Contract, authorizing a change in the Work and/or adjustment in the date of contract closing. The amount of the Contract and the closing date can be changed only by Change order. The PORT, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the amount of the Contract shall be adjusted accordingly. Any addition or deletion requiring an adjustment to the cost or date of the contract must be approved by both parties by change order prior to execution.

PERFORMANCE BONDS:

CONTRACTOR shall, at the time of delivery of this contract, furnish duly executed bonds, upon forms furnished or approved by the PORT, signed by an approved surety or sureties authorized to do business in the State of Washington, in the full amount of the contract price plus change orders, conditioned upon the faithful performance of the contract by the CONTRACTOR within the time prescribed therein. Such bond shall provide that the surety or sureties will agree to protect and indemnify the PORT against any direct or indirect loss that shall be suffered or claimed by reason of any or all of the following:

- A. The failure of the CONTRACTOR or any of the CONTRACTOR'S employees, subcontractors or agents to faithfully perform the said contract, or
- B. The failure of the CONTRACTOR to pay all laborers, mechanics, subcontractors, agents, material men, and all persons who shall supply such CONTRACTOR, subcontractor or agents with provision or supplies for carrying on such work.

At any time and as often as may be deemed necessary, the PORT may require any or all sureties or any surety company to appear and qualify themselves upon the bond. Whenever such surety or sureties are deemed by the PORT to have become insufficient, the PORT may demand in writing that the CONTRACTOR furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further payments will be made on the contract until such additional surety a required is furnished.

PORT OF CAMAS-WASHOUGAL

TAPANI INC

By _____

Date

Kme

By _____

Date

Attachment A Standard Terms

1. Representatives

The Port's Project Manager and Contractor's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. Key Personnel

The Contractor's key personnel, as described in Contractor's selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

3. Contract Administration, Records, and Right to Audit

All communications with the Port will be through the Port's Project Manager. The Project Manager shall provide Contractor with all information and documents pertinent to the services Contractor is to perform.

Until the expiration of six years after the term of this Agreement, Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

Upon the Port's request, Contractor shall make available to the Port all accounts, records, and documents related to the Scope of Work for the Port's inspection, auditing, or evaluation during normal business hours as reasonably needed by the Port to assess performance, compliance, and/or quality assurance under this Agreement.

4. Relationship of Parties

Contractor, is and shall be at all times during the term of this Contract, an independent Contractor, and not an employee of the Port. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

5. Conflict of Interest

No officer, employee or agent of the Port who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Contractor further covenants that in performance of this Agreement, no person having any such interest shall be employed.

6. Compliance with Laws

Contractor shall, during the term of this Agreement, comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

Contractor certifies that it has, or shall obtain prior to starting work under this Agreement, all licenses, registrations, permits and/or any other authorization required under federal, state, local or tribal law to perform the work as defined in this Agreement. Contractor agrees to indemnify and hold the Port harmless from and against any claims or demands made or brought against the Port and for costs (including, but not limited to attorneys' fees and costs), the Port incurs due to the Contractor's failure to: (1) comply with all applicable laws and regulations, and/or (2) have or maintain the required licenses, registrations, permits and/or other authorizations, as required by this Agreement.

In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then Contractor authorizes the Port to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand made to the Port by the governmental body. Any such payments shall be deducted from Contractor's total compensation.

The Port shall furnish Contractor with the information required by the Hazard Communication standard for materials preexisting on the project site. Contractor will ensure that this information is made available to the Contractor's personnel and subcontractors, and incorporated into the contract documents as appropriate.

7. Ownership of Work

The services to be performed by Contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Contractor. Contractor shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Contractor. Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

8. Standard of Care

Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or omissions in such work.

9. Disclosure

All information developed by the Contractor and all information made available to the Contractor by the Port, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without the written consent of the Port.

10. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Contractor Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Contractor's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

11. Indemnification

Contractor shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees from any and all claims, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may be amended.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injuries or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Port, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION

The indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.

12. Insurance

Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

- a. Worker's Compensation and Employer's Liability insurance as required by the State.
- b. Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- c. Automobile Public Liability Insurance coverage with total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident.
- d. All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. The Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B. The certificates of insurance shall specify the project name, project number, and contract number.
- e. The Contractor must furnish the Port with verification of insurance and endorsements prior to any release of funds.
- f. Contractor shall ensure that each subconsultant of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

13. Competitive Specification

If the scope of work includes development of specifications:

Contractor shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Contractor shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a

specific outcome or to provide for necessary interchangeability of parts and equipment. Contractor shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

14. Time

Time is of the essence in the performance by the Contractor of the services required by this Agreement. The Contractor shall complete its services within the milestones set forth in the project schedule. At the end of each month the Contractor shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Contractor shall also address issues, which may result in completion beyond the established schedule or budget.

If the time allotted for completion of Contractor's services is exceeded through no fault of Contractor, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to the Port within forty-eight (48) hours of Contractor's learning of the delay. Contractor will provide such additional supporting data as the Port may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

The Port may suspend this Agreement, at its sole discretion, upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Contractor's reasonable expenses, and shall be subject to verification. Contractor shall resume performance of services under this Agreement without delay when the suspension period ends

15. Assignability

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clark County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Non-Discrimination

During the term of this Agreement, the Contractor shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Contractor nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations.

The Contractor shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon such third parties,

18. Safety.

Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 [and to the Occupational and Safety Health Act of the State of Washington, including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

19. Governing Law and Venue.

Washington law shall govern the interpretation of this Agreement. Clark County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

20. Waiver.

A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.

21. Severability and Survival.

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

22. Equal Opportunity to Draft.

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

23. Captions.

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

24. Concurrent Originals.

This Agreement may be signed in counterpart originals.

25. Entire Agreement.

This Agreement represents the entire and integrated understanding between the Port and Contractor and may be amended only by written instrument signed by both the Port and Contractor. All previous or contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

26. Authority to Enter Into This Agreement

The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is fully authorized to execute this legally binding Agreement for and on behalf of Contractor and further represents and warrants that he/she acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

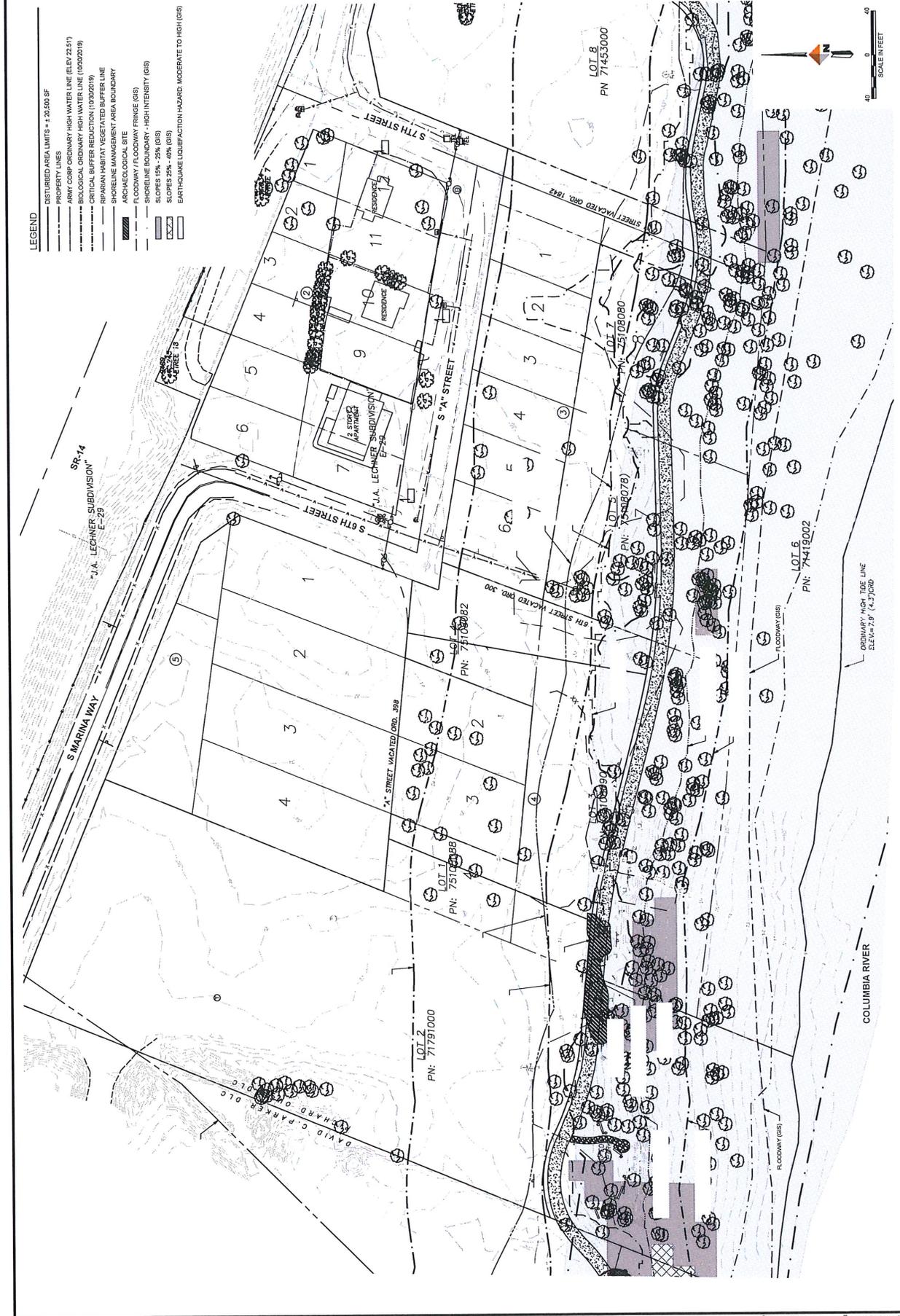
REV	DATE	DESCRIPTION



DOWL
 WWW.DOWL.COM
 720 SW Washington Street, #750
 Portland, Oregon 97205
 503.280.8541

**PARKERS LANDING STORMWATER OUTFALL
 WASHOUGAL, WASHINGTON
 EXISTING CONDITIONS**

PROJECT: 2352.143.05.02
 DATE: 02/29/2021
 SHEET: C100



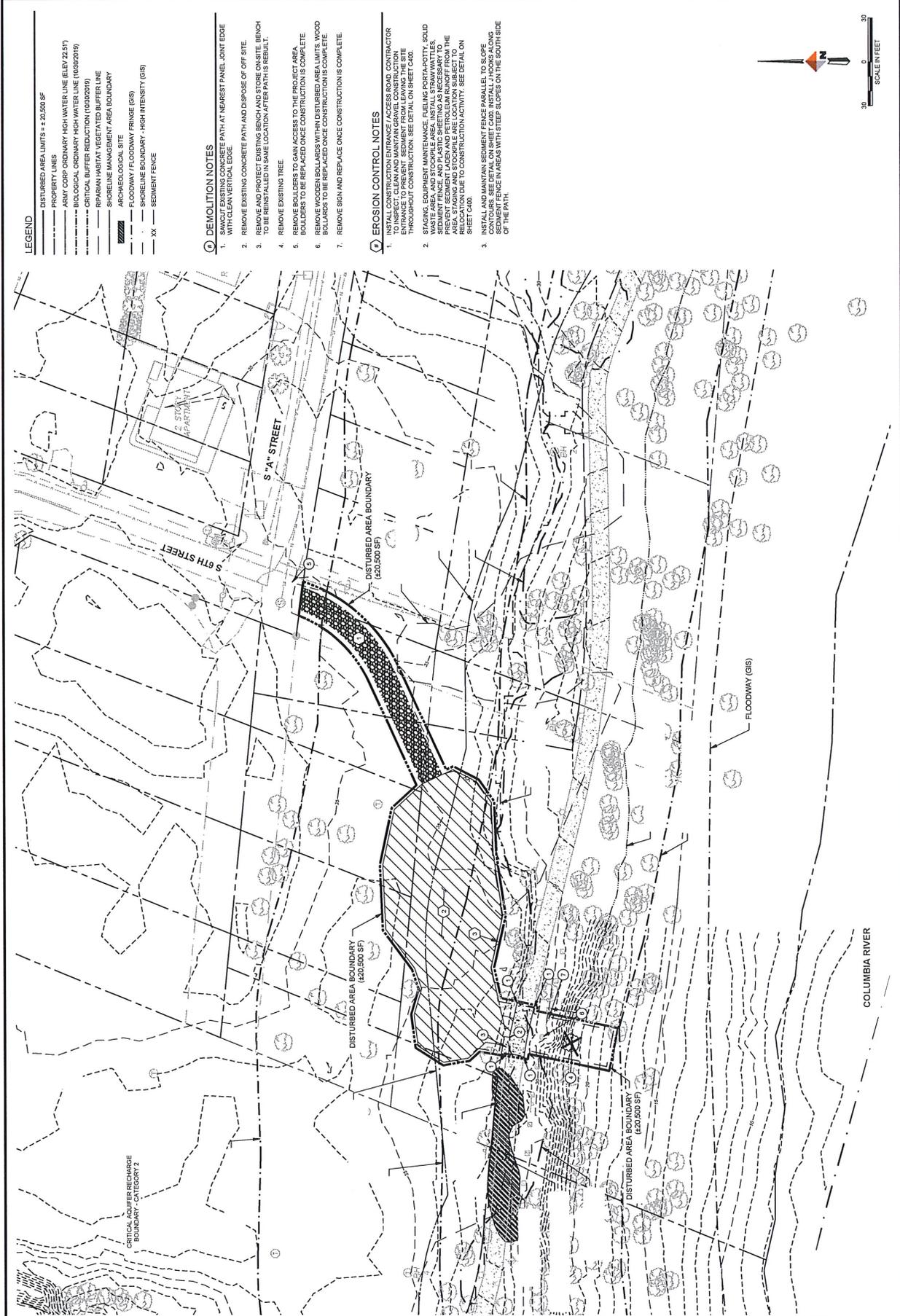
REV	DATE	DESCRIPTION	BY



720 SW Washington Street, #750
 Portland, Oregon 97205
 971-280-8641
 WWW.DOWL.COM
DOWL

DEMOLITION AND EROSION CONTROL PLAN
 WASHOUGAL, WASHINGTON
 PARKERS LANDING STORMWATER OUTFALL

PROJECT: 2022-149275-021
 DATE: 05/29/2021
 SHEET: C150



LEGEND
 DISTURBED AREA LIMITS ± 25,000 SF
 PROPERTY LINES
 ARMY CORP. ORDINARY HIGH WATER LINE (ELEV 22.51')
 BIOLOGICAL ORDINARY HIGH WATER LINE (10/02/2019)
 CRITICAL BUFFER REDUCTION (10/02/2019)
 RIPARIAN HABITAT VEGETATED BUFFER LINE
 SHORELINE MANAGEMENT AREA BOUNDARY
 ARCHAEOLOGICAL SITE
 FLOODWAY / FLOODWAY FRINGE (GS)
 SHORELINE BOUNDARY - HIGH INTENSITY (GS)
 XX - SEDIMENT FENCE

DEMOLITION NOTES
 1. SAWCUT EXISTING CONCRETE PATH AT NEAREST PANEL JOINT EDGE WITH CLEAN VERTICAL EDGE.
 2. REMOVE EXISTING CONCRETE PATH AND DISPOSE OFF SITE.
 3. REMOVE AND PROTECT EXISTING BENCH AND STORE ON-SITE. BENCH TO BE REINSTALLED IN SAME LOCATION AFTER PATH IS REBUILT.
 4. REMOVE EXISTING TREE.
 5. REMOVE BOLLARDS TO GAIN ACCESS TO THE PROJECT AREA.
 6. REMOVE WOODEN BOLLARDS WITHIN DISTURBED AREA LIMITS. WOOD BOLLARDS TO BE REPLACED ONCE CONSTRUCTION IS COMPLETE.
 7. REMOVE SIGN AND REPLACE ONCE CONSTRUCTION IS COMPLETE.

EROSION CONTROL NOTES
 1. INSTALL CONSTRUCTION ENTRANCE / ACCESS ROAD. CONTRACTOR TO INSPECT, CLEAN AND MAINTAIN GRAVEL CONSTRUCTION THROUGHOUT CONSTRUCTION. SEE DETAIL ON SHEET C400.
 2. STAGING, EQUIPMENT MAINTENANCE, FUELING, PORTA-POTTY, SOLID WASTE AREA, AND STOCKPILE AREA. INSTALL STRAW MATS, PREVENT SEDIMENT LADEN AND PETROLEUM RUNOFF FROM THE AREA. STAGING AND STOCKPILE ARE LOCATION SUBJECT TO SHEET C400 DUE TO CONSTRUCTION ACTIVITY. SEE DETAIL ON SHEET C400.
 3. INSTALL AND MAINTAIN SEDIMENT FENCE PARALLEL TO SLOPE CONTOURS. SEE DETAIL ON SHEET C400. INSTALL J-HOOKS ALONG OF THE PATH.

REV	DATE	DESCRIPTION	BY



DOWL
 720 SW Washington Street, #750
 Portland, Oregon 97205
 WWW.DOWEL.COM
 503.251.8641

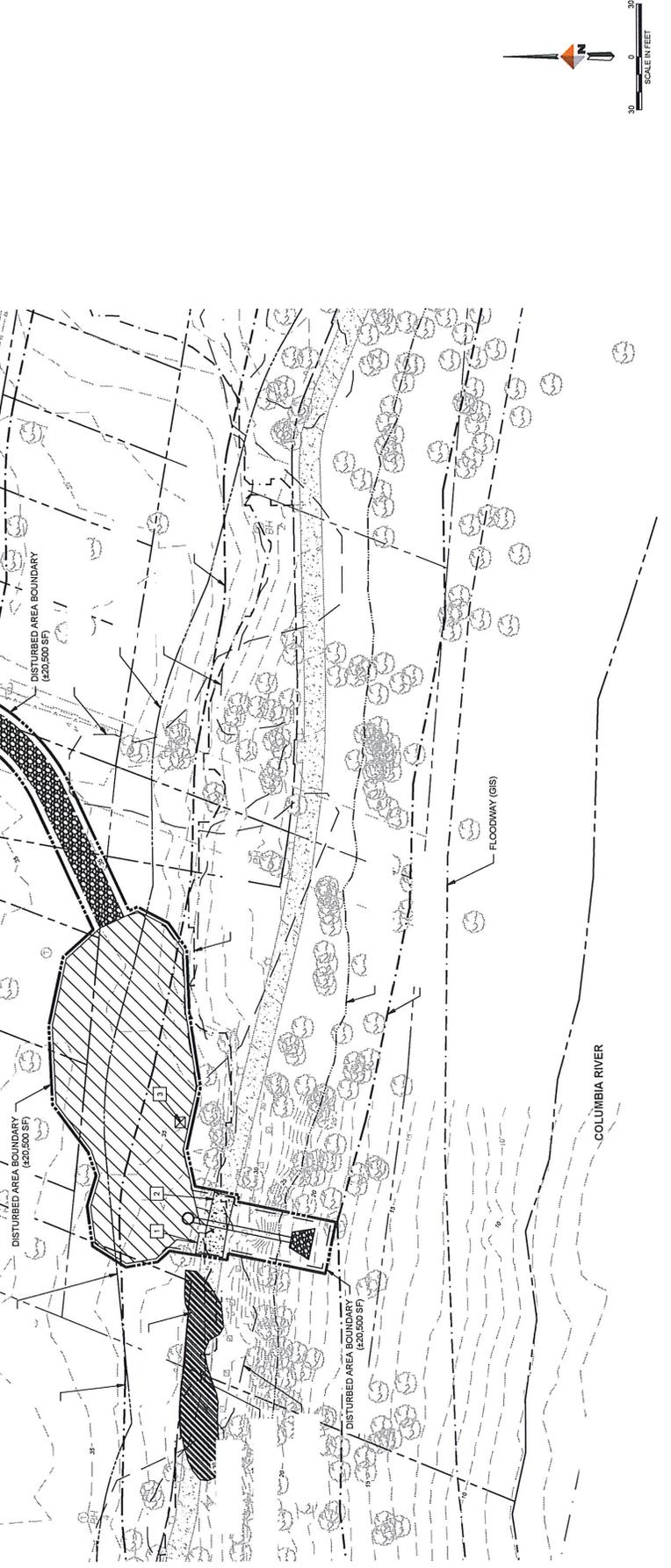
**PARKERS LANDING STORMWATER OUTFALL
 WASHOUGAL, WASHINGTON
 SITE AND UTILITY PLAN**

NW 14 S 18 T1 N R4E
 CLARK COUNTY, WASHINGTON

PROJECT: 2352-1-02-19-02
 DATE: 02/22/21
 SHEET: C200

- LEGEND**
- DISTURBED AREA LIMITS ± 20,500 SF
 - PROPERTY LINES
 - ARMY CORP ORDINARY HIGH WATER LINE (ELEV 22.51)
 - BIOLOGICAL ORDINARY HIGH WATER LINE (10002019)
 - CRITICAL BUFFER REDUCTION (10002019)
 - RIPARIAN HABITAT VEGETATED BUFFER LINE
 - SHORELINE MANAGEMENT AREA BOUNDARY
 - ARCHAEOLOGICAL SITE
 - FLOODWAY / FLOODWAY FRINGE (GIS)
 - SHORELINE BOUNDARY - HIGH INTENSITY (GIS)
 - SEDIMENT FENCE
 - CONCRETE WASH ECO-PAN

- CONSTRUCTION NOTES**
1. REINSTALL EXISTING BENCH.
 2. INSTALL CONCRETE PATH. CROSS SLOPE NOT TO EXCEED 2% IN ANY DIRECTION. CONTRACTOR TO MATCH EXISTING PATH JOINT SPACING. SEE DETAIL F31-C ON SHEET C410.
 3. CONCRETE TO MATCH EXISTING PATH THICKNESS. CONCRETE TO BE 4,000 PSI WITH FINISH AND JOINTING TO MATCH EXISTING PATH.
 4. INSTALL CONCRETE WASH ECO-PAN BEFORE REBUILDING PATH.
 5. PROTECT EXISTING MANHOLE LID.



REV	DATE	DESCRIPTION	BY



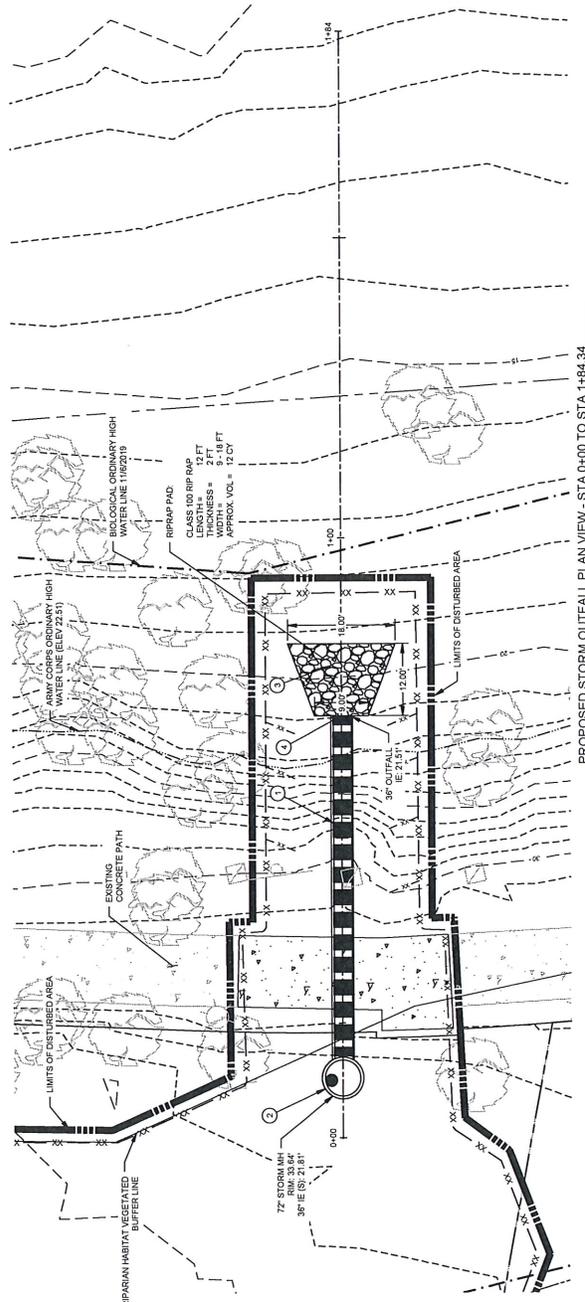
DOWL
 WWW.DOWL.COM
 720 SW Washington Street, #750
 Portland, Oregon 97204
 971-260-8641

**PARKERS LANDING STORMWATER OUTFALL
 WASHOUGAL, WASHINGTON
 STORM PLAN AND PROFILE**

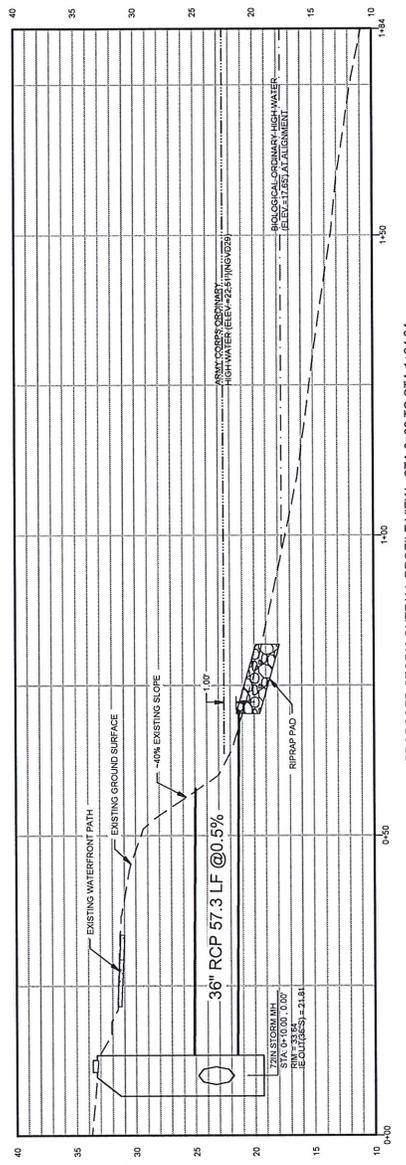
PROJECT: 2332-14215-02
 DATE: 02/26/2021
 SHEET: C300
 DRAWN: 2/19

- LEGEND**
- DISTURBED AREA LIMITS ± 20,000 SF
 - PROPERTY LINES
 - ARMY CORP ORDINARY HIGH WATER LINE (ELEV 22.51')
 - BIOLOGICAL ORDINARY HIGH WATER LINE (11/6/2019)
 - CRITICAL BUFFER REDUCTION (11/6/2019)
 - RIPARIAN HABITAT VEGETATED BUFFER LINE
 - SHORELINE MANAGEMENT AREA BOUNDARY
 - SHORELINE BOUNDARY - HIGH INTENSITY (GIS)
 - XX --- SEDIMENT FENCE

- STORM NOTES**
1. INSTALL 36" CLASS III RCP STORM PIPE. SEE PROFILE THIS SHEET FOR LENGTH AND SLOPE. SEE DETAILS ON SHEET C410.
 2. INSTALL 12" MANHOLE. SEE DETAIL ON SHEET C410. INSTALL LID AND MANHOLE TO BE CHANNLED WITH FUTURE PIPE CONNECTIONS.
 3. INSTALL RIP RAP PAD. SEE DETAIL ON SHEET C410. CONTRACTOR TO USE CLASS 100 RIP RAP. APPROXIMATE VOLUME OF STONE TO BE 12 CU YD. RIP RAP PAD TO BE 2" THICK.
 4. INSTALL BEVELLED END SECTION ON OUTFALL PIPE PER DETAIL ON SHEET C410. INSTALL 10' FULL TROUGH GROUND AT END OF PIPE PER DETAIL ON SHEET C410.



PROPOSED STORM OUTFALL PLAN VIEW - STA 0+00 TO STA 1+84.34
 HORIZONTAL SCALE: 1" = 10'



PROPOSED STORM OUTFALL PROFILE VIEW - STA 0+00 TO STA 1+84.34
 HORIZONTAL SCALE: 1" = 10'
 VERTICAL SCALE: 1" = 5'

WASHOUGAL WASHINGTON
PARKERS LANDING STORMWATER OUTFALL
SITE DETAILS I

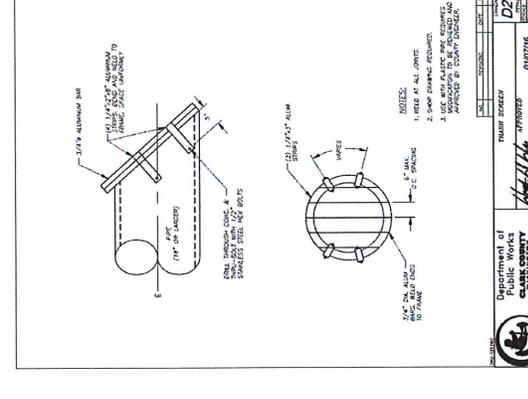
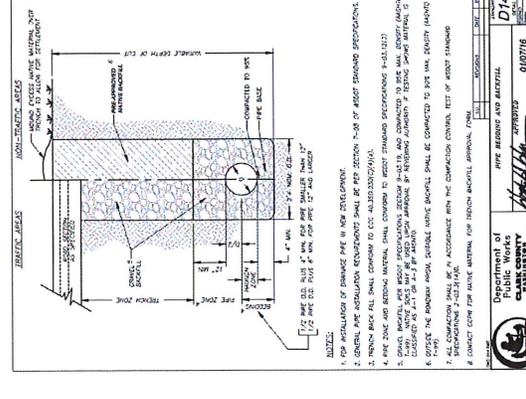
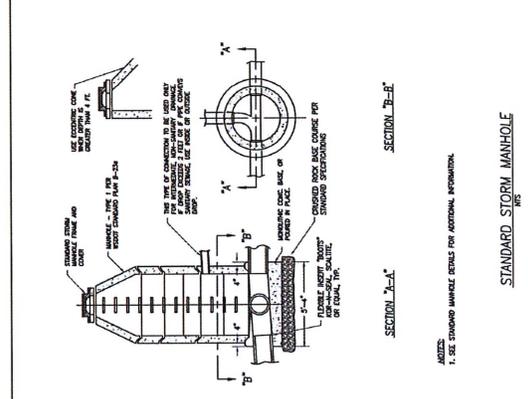
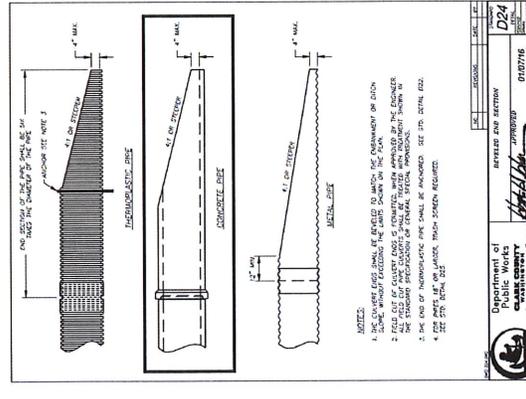
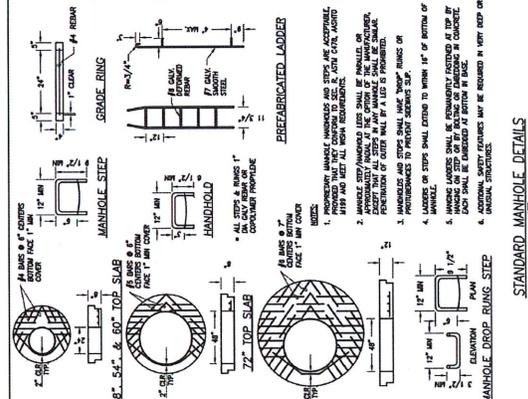
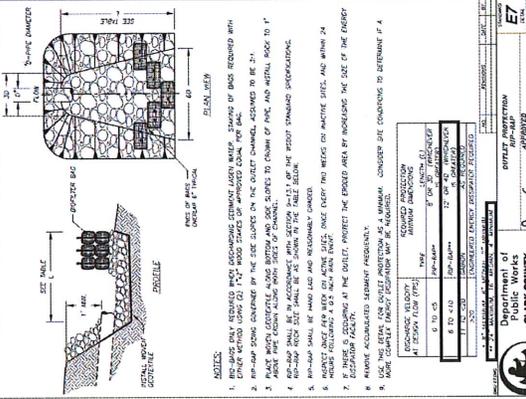
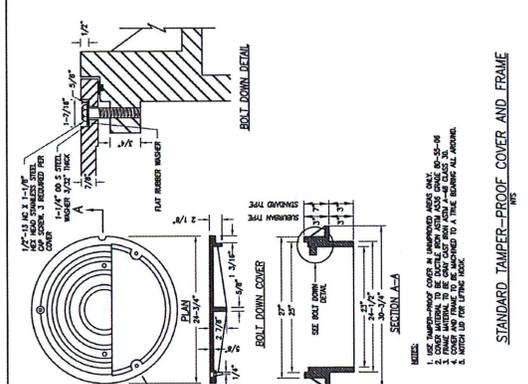
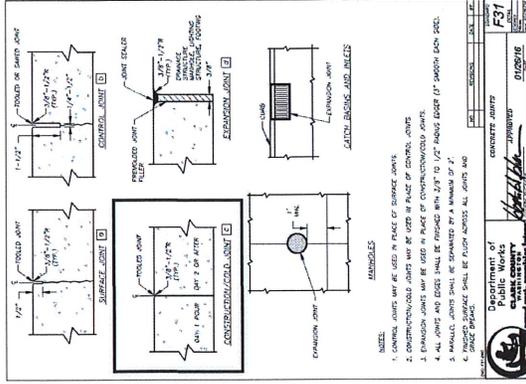
CLARK COUNTY, WASHINGTON
NW 14 S 18 T14 N R4 E

720 SW Washington Street, #750
Portland, Oregon 97205
WWW.DOWL.COM
871-280-8541



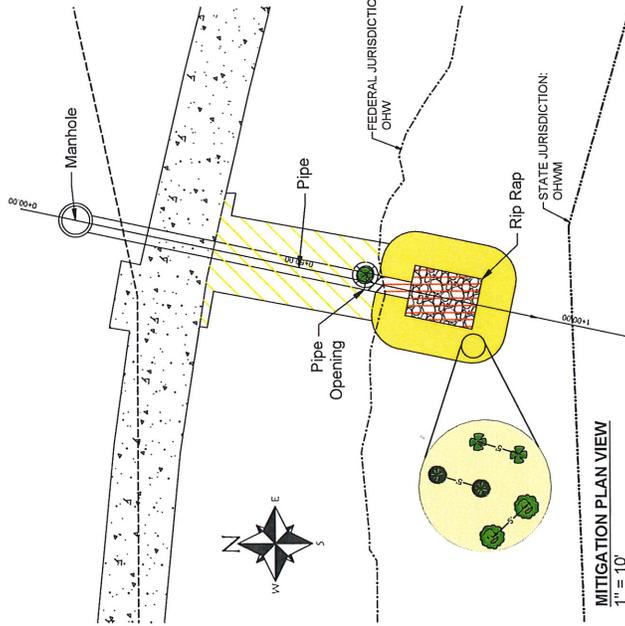
REV	DATE	DESCRIPTION	BY

PROJECT	2352.10275.02
DATE	02/28/2021
SHEET	C410
OWNER	OWWA, 2019



PROJECT	2352.10275.02
DATE	02/28/2021
SHEET	C410
OWNER	OWWA, 2019

SHEET 1 - PLANTING PLAN



LEGEND:

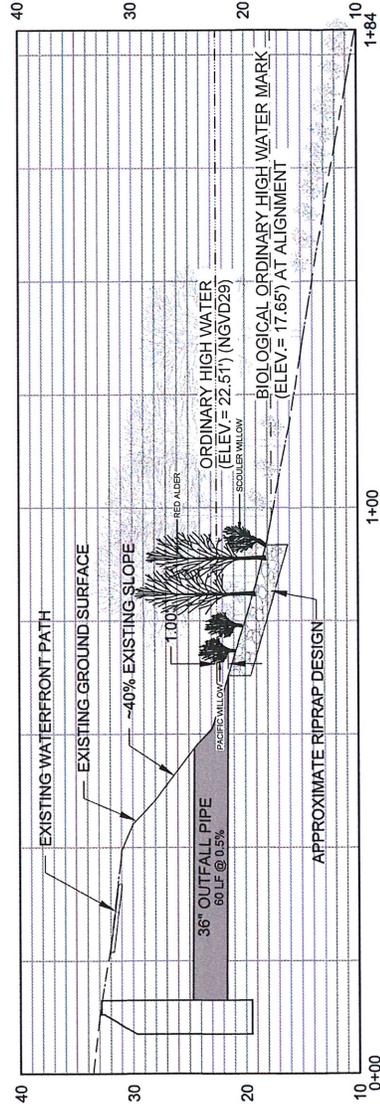
- Enhancement Area (264 sq. ft.)
- Riverfront Trail
- Proposed Rip Rap
- Ordinary High Water (OHW)
- OHWM of the Columbia River
- Existing Riparian Habitat Vegetated Buffer
- Temporary Impact (383 sq. ft.)
- Permanent Impact Landward of OHW (10 sq. ft.)
- Permanent Impact Waterward of OHW (123 sq. ft.)
- Tree to be Removed

NOTE(S):
 1. OHWM verified by Ecology on October 21, 2019. Critical areas surveyed on Nov. 6, 2019.

Table 4. Plant Specifications for Enhancement Area

Species	Size	Quantity
Tree Stratum		
Red Alder (<i>Alnus rubra</i> , FAC)	5 1 gal	4
Shrub Stratum		
Scout willow (<i>Salix scouleriana</i> , FAC)	5 1 gal	10
Pacific willow (<i>Salix lasioandra</i> , FAC)	5 1 gal	10
Total		24

MITIGATION PLANTING TABLE



MITIGATION PROFILE VIEW
 1" = 10'



ADDENDUM 1 TO THE BID DOCUMENTS

Amendment Date: **June 18, 2021**

WATERFRONT STORMWATER OUTFALL CONSTRUCTION

A. This Addendum shall be considered part of the bid 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 bid documents, this Addendum shall govern and take precedence.

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

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

1. **PROJECT COMPLETION REQUIREMENTS:**

The work shall be substantially complete within 45 working days from the date the work begins but no later than **September 30, 2021**.

2. **MITIGATION PLANTINGS:**

Supply labor and materials for the installation of Mitigation Plantings as per the attached plan.

Mark Miller
Director of Planning & Development
360-335-3685 Office
360-608-3425 Cell



BID RESPONSE FORM

TO: Port of Camas/Washougal Project: **Waterfront Stormwater Outfall Construction**
24 South 'A' Street
Washougal, WA 98671

Bids Due: June 24, 2021 @ 3:00 pm
Port's Administrative Office
24 SOUTH. "A" STREET
WASHOUGAL, WA 98671

In submitting this bid, I agree:

1. To hold my bid open for sixty (60) calendar days;
2. To accept the provisions of the Instructions to Bidders;
3. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish all Bonds in accordance with the Instructions to Bidders;
4. That the Port reserves the right to waive any informalities or irregularities or to reject any or all bids. The Port also reserves the right to accept or reject alternate bids in any order or combination.
5. That I have carefully examined the Contract Documents, as well as the site of the project and conditions affecting the work, and to furnish all the labor, materials, equipment, superintendency, insurance and other accessories and services necessary to perform and complete all of the work required in strict accordance with the above-named documents and the implied intent thereof.
6. To be bound by the Instructions to Bidders which are incorporated into the Bid Response Form as if fully set forth herein.

In accordance with RCW 39.04.350 (1), before award of a public works contract, a Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project.

The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current state unified business Identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
4. If applicable, have an employment security department number as required in Title 50 RCW;
5. If applicable, have a state excise tax registration number as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
7. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
8. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW.

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your bid as being "Non-Responsive"

WA Contractor's License No. TAPANI*883OE Expiration Date 9/8/2022
WA Business License (UBI) No. 600 642 677
Business for which issued Tapani, Inc.
Industrial Insurance Coverage No. 478.929-00
State Excise Tax Registration No. 600 642 677
Employment Security Department No. 613932 00 8
Federal Tax Identification No. 91-1350790

The undersigned operates as (check appropriate space):
 an individual, a partnership, a joint venture, a corporation incorporated in the State of WA

The undersigned acknowledges receipt of the following addenda to the Drawings and/or Specifications (list number and date of each; if no addenda are acknowledged, write "none"):

Addendum 1 Date 6/18/21

Addendum _____ Date _____

NAME AND ADDRESS OF FIRM OR INDIVIDUAL SUBMITTING BID (type or print):

Tapani, Inc.

1904 SE 6th Place, Battle Ground, WA 98604

NAME(S) AND TITLE(S) OF PARTNER(S) (type or print): Leigh Tapani, President,

Tod Tapani, Vice President, Kevin Tapani, VP/Secretary, Shane Tapani, Vice President

Contact: Tod Tapani, Vice President Telephone: 360-687-1148 Email: todt@tapani.com

Base bid	\$	<u>80,030.53</u>
WA State sales tax*	\$	<u>6,722.56</u>
TOTAL COST TO PORT	\$	<u>86,753.09</u>

[*Any work done inside the Washougal City limits which is taxable, is at the rate of 8.4%.]

PLEASE ATTACH ALL SUPPORTING QUOTE INFORMATION TO THIS FORM

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

By (signature in ink): Tod Tapani

Print name and title: Tod Tapani, Vice President



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date June 7, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Tapani, Inc.

Bidder

Tod Tapani

Signature of Authorized Official*

Tod Tapani

Printed Name

Vice President

Title

6/24/21

Date

Battle Ground

City

WA

State

Check One:

Individual Partnership Joint Venture Corporation

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

Washington

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

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