

PRELIMINARY AGENDA FOR REGULAR MEETING

October 16, 2024

I. OPEN SESSION

12:00 PM

Pledge of Allegiance

PUBLIC COMMENT: ITEMS ON THE AGENDA

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

City of Camas & City of Washougal Updates

CONSENT ITEMS

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

A. Approval of Minutes of the Special Meeting on October 2, 2024

B. Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

C. 2025 Preliminary Budget-Director of Finance Krista Cagle

D. Public Charging Station Contract- Environmental Project Manager Jennifer Taylor

E. Rail Crossing Project 28th & Index Accept as Complete- Environmental Project Manager Jennifer Taylor

F. Kevin Kreiter Access Agreement- Director of Business & Real Estate Derek Jaeger

G. WCGHS- 1st Amendment- Director of Business & Real Estate Derek Jaeger

PUBLIC COMMENT #2:

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

ACTION ITEMS

H. Adopt 2025 Preliminary Budget

I. Public Charging Station Contract

J. Rail Crossing Project 28th & Index Accept as Complete

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN REGULAR MEETING

Regular business and meetings that members of the Commission may attend:

<u>Date</u>	<u>Meeting</u>
October 19, 2024	City of Washougal Harvest Festival
November 7, 2024	IP Forum at Recluse Brew Works

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

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

**MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
October 2, 2024**

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually on Wednesday, October 2, 2024, at 12 p.m. Before the regular meeting, an Executive Session was held to discuss one matter related to personnel evaluation and one matter related to the legal risks of a proposed action that the agency has identified when public discussion of the legal risks is likely to result in adverse legal or financial consequence to the agency. The Executive Session started at 11:00 am, was expected to last 60 minutes and ended at 12:00 pm. No decisions were made.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer via Zoom, Chief Executive Officer Trang Lam, Director of Finance Krista Cagle, Director of Facilities Eric Plantenberg, Director of Business & Real Estate Derek Jaeger, Leasing Agent Jessica Warta, Environmental Project Manager Jennifer Taylor, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access through a designated Zoom conference call line or video link.

At 12:00 p.m. following the Pledge of Allegiance, Commissioner Keister called to open the Regular Session public meeting to order. The meeting is being recorded and the chat function has been disabled.

PUBLIC COMMENT #1 (Items on the Agenda):

Bob Martilla of Washougal:

Martilla stated he was glad to see the new solar panels at Grove Field. Martilla stated the solar project was a great idea and you never know when you will need them. Martilla also stated he was glad to see the construction trailer on the Waterfront site.

City Updates:

City of Camas

Council Member Bonnie Carter stated she had missed the Port's last special meeting, and she was glad she had the chance to join today. Carter stated she read about the Port's last meeting and mentioned it was great to see the building renderings.

City of Washougal

Mayor Stuebe stated the Pumpkin Harvest Festival is on October 19th from 12 pm-3 pm at Hathway Park. Stuebe stated this is a big event for the city of Washougal and Camas. Stuebe said "thank you" to Commissioner Spencer for supplying the pumpkins for the event.

CONSENT ITEMS

Minutes & Checks

Minutes from the Special Meeting on September 17, 2024, electronic payments, the Employee Awards and Team Building policy, and the issuance of general fund checks 9818-9837 and printed checks 50177-50178 in the total amount of \$756,233.22 were presented for approval.

After a brief discussion, a motion was made by Commissioner Spencer and seconded by Commissioner Marshall, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION ITEMS:

2025 Preliminary Budget- Director of Finance Krista Cagle:

Cagle stated this is her first presentation of three total. Cagle highlighted the Port's 2024 Strategic Plan accomplishments. Those accomplishments included staff DEI training, a hybrid COLA raise, hiring a new leasing agent to assist Jaeger, multiple events, the Port's investment portfolio, grants, tourism impacts with American Cruise Lines, and capital projects being completed. Cagle touched on the Port's 2025 Strategic Plan goals which included a merit-based salary increase for staff, another summer concert, an economic impact study for 2026, a new rentable boat house, the design and permitting of 41st Street, and new lighting for the parks and marina.

- Cagle estimated the net income of 2025 to be \$457,457.
- The Port's operating revenues should be \$6,141,452 which will be allocated by the Airport making up \$714,526, the Marina at \$1,519,328, the Industrial Park at \$3,872,598 and the Ports Parks and General & Administrative revenue at \$35,000
- The estimated levy revenue will be \$3,084,437.
- The total budgeted revenues came in at \$11,327,089.
- The total operating expenditures came in at \$5,683,995, in which payroll takes up most of that budget.

Cagle also touched on the upcoming 2025 capital projects. Cagle explained the estimated net income of the Grove Field Airport will be just shy of \$34,000. The marina's net income will come in at just shy of \$407,000. Cagle explained the estimated net income of the Industrial Park will be \$2,090,671 and she anticipates being 100% occupied. Cagle stated the Port's parks see a net loss each year, but they are a community benefit for livability. Cagle explained her presentation is available on the Port's website.

Marina Policy Manual- Director of Finance Krista Cagle:

Cagle stated to encourage equal opportunity, the marina policy will be revised to reflect allowing each tenant to use the free dinghy storage area for 10 days per calendar month. Cagle explained tenants who require storage for more than 10 days per calendar month, can utilize the Breakwater dock to store their dinghy. Cagle stated under the current policy, guests are allowed to use the Breakwater dock for 4 days in a 10-day period, however, as of January 1, 2025, the policy is being revised to reflect a usage of 7 days in a 10-day period. Lam also mentioned that the updated policy provides flexibility for users with the need for extended stay with the language of 10 days per calendar month, which could allow someone to utilize the last 10 days of one month and the initial 10 days of the following month. This would provide a total of 20 days, and users can plan their trips accordingly. Approval will be requested during action items.

Waterfront Soils Project Change Order #4- Environmental Project Manager Jennifer Taylor:

Taylor stated additional excavation of 5,800 cubic yards of soil needed to be removed on the Waterfront. Taylor stated the project required additional quantities to be hauled off to the disposal site and the area to be backfilled. Taylor stated the change order will increase the contract dollar amount by \$764,979.68, which will make the total contract amount \$1,792,543.58. Approval will be requested during action items.

PUBLIC COMMENT #2:

Marina Tenant Tony Bacon:

Bacon stated from a Port standpoint, the Policy adjustment made sense. Bacon explained from a marina tenant's perspective, he was disappointed that no one had reached out to him individually for comment before moving ahead with approving the policy. Bacon explained he is an avid boater, and he doesn't believe there is a lack of awareness about the dinghy storage area. Bacon explained he had never seen the dinghy area overutilized. Bacon stated his boating trips are spontaneous, and he is disappointed to see that tenants can only utilize the area for 10 days a month.

ACTION ITEMS:

Marina Policy Manual-

Commissioner Keister requested formal approval of the Marina Policy Manual as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the Marina Policy Manual was approved effective October 2, 2024. Commissioner Spencer added that Port staff can always revisit and revise policies later down the road if something fails to work.

Approve the CEO's first year's goals and Annual Performance Review form; and amend the CEO Employment Agreement to place Exhibit A with the new Annual Performance Review form-

Commissioner Keister requested formal approval to Approve the CEO's first year's goals and Annual Performance Review template substantially to form; and amend the CEO Employment Agreement to place Exhibit A with the new Annual Performance Review form as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the Approve the CEO's first year's goals and Annual Performance Review form; and amend the CEO Employment Agreement to place Exhibit A with the new Annual Performance Review form was approved effective October 2, 2024.

Waterfront Soils Project Change Order #4-

Commissioner Keister requested formal approval of the Waterfront Soils Project Change Order as presented during discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Spencer and carried unanimously, the Waterfront Soils Project Change Order was approved effective October 2, 2024.

STAFF REPORTS & COMMENTS

CEO Trang Lam:

Lam stated she is still in the process of being onboarded and meeting folks with different organizations. Lam stated she had a meeting with members of the Mill Property Community Advisory Group to get updated on their process thus far and prepare for their upcoming meeting on Oct. 10. Lam also mentioned the Clark County Planning Commission will have a presentation from County staff on the County's Comprehensive Plan update which will include alternatives for UGB expansion from the City of Camas. Camas' alternatives include addition of the Grove Airport. Lam stated she had met with two members from WPPA yesterday and said it was great to better understand the portfolio and look at how other Ports are moving forward. Lam stated she will attend the legislative committee WPPA event next week and a City of Camas strategic planning meeting next Wednesday. Lam also mentioned the Hyas Point groundbreaking event will be on October 31st.

Director of Business & Real Estate Derek Jaeger:

Jaeger welcomes his new employee, Jessica to the team. Jaeger stated Jessica will help with Industrial Park leasing and billing. Jaeger mentioned the Industrial Park Forum will be on November 7th this year at Recluse Brew Works. Jaeger stated Jessica would hand out invites. Jaeger stated the forum allows the Port and tenants to ask questions and collect data. Jaeger also mentioned that in the next 2-8 months he may have two tenants moving out. Jaeger stated he would be talking with Immelman hangars soon about a rate increase and mentioned he spoke with American Cruise Lines to discuss safe places to unload their buses during the construction period at the waterfront property.

Environmental Project Manager Jennifer Taylor:

Taylor stated the Black Pearl pathway was almost complete. Taylor also mentioned the transition of the Port's waterfront soil project to RKM breaking ground should be smooth. Taylor also mentioned Power Northwest has been at Grove Field this week installing solar panels. Taylor stated the Port's administration building as well as Grove Field should be on CPU's grid starting at the end of the month. Taylor also explained the bids for the EV charger at Grove Field should be on the agenda for the next commission meeting.

Director of Facilities Eric Plantenberg:

Plantenberg stated RKM is putting up a job shack with fencing this week. Plantenberg also mentioned Clark County striped the industrial park. Plantenberg stated tomorrow the City of Washougal is going to slurry seal the cul-de-sac in Washougal Waterfront Park's parking lot to test out a new type of material. Plantenberg stated the company that is making the Port's houseboat has been delayed due to not receiving paneling and hand railing from Texas. Plantenberg also stated he is waiting on a doorknob to complete the Port's new door in the administration building going to the bathrooms and break room.

Director of Finance Krista Cagle:

Cagle stated interviews for the Contracts Manager position start tomorrow. Cagle explained there was not a huge pool of candidates, but they narrowed it down to five. Cagle also explained she will be at the Port's table at the City of Washougal's Pumpkin Harvest Festival.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Spencer

Spencer clarified that the Port's UGB request simply enables the Port to start planning for the future.

Commissioner Marshall

Marshall stated she is excited to see the Black Pearl pathway being completed. Marshall mentioned she attended the nice send-off for Debra Itzen, who took another role elsewhere after working at the Port for 23 years. Marshall stated she sits on a climate change policy advisory team for the City of Camas, and they had their second meeting last week. Marshall stated they spoke about housing, land use, and transportation. Marshall stated she was impressed with the citizen group. Marshall also spoke about the information that was presented on greenhouse gas inventory report.

Commissioner Keister

Keister stated he attended the WPPA Environmental Seminar last week. Keister stated the seminar was good, but more than anything, concerning. Keister stated ESA spoke about climate change. Keister stated he had joined Lam at the CREDC meeting, and CREDC staff shared that new business wanting to relocate to this area are looking for power, a safe community, and a great workforce. Keister stated they mentioned a drop in workers from ages 19-24.

The regular meeting adjourned at 1:13 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

**Port of Camas-Washougal
Public Charging 1 Site Grove Field
Staff Report**

Department: Projects

Date: October 9, 2024

Staff Recommendation: Approval of the Public Charging 1 Site Grove Field Construction Contract with Sarkinen Plumbing for \$183,808.00.

Summary:

The proposed project will install a ChargePoint Express 250 rapid charging system at Grove Field. Project work includes electrical installation, site development, permitting and purchase of the ChargePoint units.

Bids were solicited for this project using the MRSC roster process. Sarkinen Plumbing is the lowest responsible bidder.

Budget Impact:

Grant funding for this project is being provided by Clark Public Utilities and the Washington Electric Vehicle Charging Program (WAEVCP) administered by the Washington State Department of Commerce. This project is included in the Port's 2024 and 2025 Capital Budget.

Sustainability Implications:

With this project, the Port will offer electric vehicle (EV) charging options at the Administration Building/Marina, Industrial Park and Grove Field. The installation of EV charging stations encourages the use of electric vehicles that can lead to the reduction of greenhouse gas emissions.

Diversity Equity and Inclusion Implications:

Goals for the Office of Minority and Women's Business Enterprises (OMWBE), Washington State Department of Veterans Affairs, or firms that are Washington Small Businesses were not developed for this project.



**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): Sarkinen Plumbing Inc

Project Name: Public Charging 1 Site Grove Field

Mailing Address: 9502 NE 72nd Ave , City, State, Zip Vancouver, WA 98665

Phone: 360-355-6721

SSN # or Tax ID #: 20-3371947 **WA State UBI Business Number:** 602521027

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: Install EV Charger at Grove Field

SCOPE OF WORK: SEE ATTACHED

PERIOD OF PERFORMANCE

The period of performance under this contract will be from 10/16/2024 , or date of execution, whichever is later, through 6/2/2025 .

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 **\$183,808.00**, without prior written approval from the Port. Sales tax is excluded per RCW 82.08.816.

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. If the project is federally funded all certified payrolls must have the "Federally Funded" box checked.

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

SARKINEN PLUMBING

By

By

_____ Date

_____ Date



BID RESPONSE FORM

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

Project: **Public Charging 1 Site Grove Field**

Bids Due: September 19, 2024 @ 3pm
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 listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87, or a plumbing contractor license [,] if required by chapter 18.106 RCW. 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. SARK1P1946MF Expiration Date 08-08-2026
WA Business License (UBI) No. 602-521-027
Business for which issued Sarkinen Plumbing inc.
Industrial Insurance Coverage No. 606770390
State Excise Tax Registration No. 602-521-027
Employment Security Department No. ~~082-028-01~~ 000311533009
Federal Tax Identification No. 20-3371947

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 9/6/2024
Addendum 2 Date 9/12/2024

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

SARKINEN HOME SERVICES
9502 NE 72ND AVE CANCOURN, WA 98665

NAME(S) AND TITLE(S) OF PARTNER(S) (type or print): Tony Sarkinen, Owner

Contact: BARRY STRIPP Telephone: 360-355-6721 Email: BARRY@SARKINENHOMESRVCS

Base bid	\$ <u>183,808.00</u>
WA State sales tax*	\$ <u>14,337.00</u>
TOTAL COST TO PORT	\$ <u>198,145.00</u>

[*Any work done inside Clark County which is taxable, is at the rate of 7.8%.]

PLEASE ATTACH ALL SUPPORTING QUOTE INFORMATION TO THIS FORM



9502 NE 72nd Ave
Vancouver, WA 98665
(360)882-2034
(360)882-0376
CCB#170052
WA#SARKIPI964MF

Bid Proposal: Public Charging 1 Site Grove Field

Date: 9/24/2024

This proposal is based on the Request for Quote dated August 26, 2024 and includes Addendum #1 Dated 09/06/2024 and Addendum #2 Dated 09/12/2024

- Bore from pole to Transformer location
- Two Charge point Express 250 Chargers
- Concrete work for chargers and electric Service
- 1 – 12” LED pole light with 2 heads
- Prevailing wage
- Electric Permit

Base Bid: \$183,808.00

7.8% tax: \$ 14,337.00

Total Bid: \$198,145.00

Barry Stripp

(360)355-6721

Barry@sarkinenhomeservices.com

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): 

Print name and title: Tony Sarkinen



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 26, 2024, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

SARKINEN HOME SERVICES
Bidder

Tony Sarkinen
Signature of Authorized Official*

Tony Sarkinen
Printed Name

Owner
Title

9/23/24
Date

VANCOUVER
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.*



August 26, 2024

REQUEST FOR QUOTE

The Port of Camas-Washougal is requesting quotes under the **Small Works Roster** to provide all equipment, labor and materials to perform the work as described in the attached package.

NAME OF PROJECT: PUBLIC CHARGING 1 SITE GROVE FIELD

QUOTES DUE: SEPTEMBER 19, 2024 @ 3PM

It is the responsibility of the bidder to submit a quote on or before the hour and date specified. The Port will not assume any responsibility for delay. All quotes should be emailed to debra@portcw.com. Please use a copy of the attached "Bid Response Form" to submit your bid.

TOUR OF PROJECT SITE: Call Eric Plantenberg, Director of Facilities to schedule
360-798-5219

PROJECT ESTIMATE: \$ 280,000

PROJECT LOCATION: 632 NE 267th Avenue, Camas, WA 98607

MATERIAL SPECIFICATIONS: SEE ATTACHED SPECIFICATIONS

SCOPE OF WORK:

- Provide and install excavate, bore, back fill, underground raceway & conductors to PUD power pole #22785, per NEC and Clark PUD design, coordinate Clark PUD standby, (1) 150 KVA PUD approved transformer, pad, raceways, & conductors, (1) NEMA 3R 200-amp 480Y/277V 3Ph 4W 60Hz SCCR: 22kA Fully Rated main breaker electric service panel, (2) 100A/3P circuit breakers, (1) MLB-127TB Test Block Bypass Meter, (2) EV fast charger circuits underground

raceway & conductors to ChargePoint Express 280 Station configured to charge 2 vehicles, wireless network capability.

- Light pole base, (2) head 12' LED light pole, photocell.
- Enterprise Cloud Plan subscription with advanced station management.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports, and alerts.
- 1 prepaid year of ChargePoint Assure for CPE280 station. Includes, parts and labor warranty, remote technical support, on-site repairs when needed, unlimited configuration changes, and reporting.
- CHARGEPOINT-CPE280-PAIRED-COMMISSIONING service for two stations.
- Ground and bond per NEC.
- Be networked through Wi-Fi, cellular (4G and above), or Ethernet
- Be capable of at least a 100 kW power output
- Support remote start capabilities for, at minimum, payment via a toll-free number
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers
- Not require a membership for payment.
- Be certified by a nationally recognized testing laboratory to UL 2202 or UL 9741; and Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220
- Each DCFC charger must contain disconnecting means of emergency power shutoff (also known as “estop” equipment). Emergency shutoff devices or electrical disconnects must be installed no fewer than 20 feet or more than 100 feet from chargers. The emergency shutoff must be installed in a readily accessible location in sight from the chargers and labeled.

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

PORT’S RESPONSIBILITIES:

- Provide one port representative.

SPECIAL CONCERNS, REQUIREMENTS:

- Contractor shall be a certified ChargePoint Installer.
- The Port shall be the recipient of any rebate(s) available.
- Compliance with all State of Washington rules and regulations pertaining to public works projects and the Small Works process is necessary.
- Project Located in Clark County Sales Tax Rate 7.8%

- For projects in excess of \$40,000 the statutory retainage requirement of 5% will be withheld from each payment invoice.
- Electrical Apprenticeship Utilization shall be at a rate of 25% for this project.
- Prevailing Wages MUST BE PAID. Intents and Affidavits must be filed electronically. Prevailing wage rates are published on the Department of L&I's website at: <http://www.lni.wa.gov/TradesLicensing/PreWage/default.asp> The Port also has a hard copy of the rates available on 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.
- Bidders are required to guarantee their bids for 60 days. By submitting a bid, all bidders' warrant that they have carefully reviewed all project documents and that they are familiar with the project in its entirety.
- The successful bidder and the Port shall fully execute all necessary contractual documents within ten (10) days after notice of award is issued at which time **Payment & Performance Bonds are required/due for this project.**
- The plans and specifications shall become exhibits to the contract ultimately awarded as a result of the bid process and are binding upon the successful bidder.
- Compliance with all terms of the Contract as written and in the "Attachment A Standard Terms" (Sample Contract attached)

JOB COMPLETION REQUIREMENTS:

- The work shall be substantially complete within 30 working days from the date the work begins.
- Contractor will notify Port Representative of project completion for inspection.

PORT CONTACTS:

Jennifer Taylor, Environmental/Projects Manager – (O) 360-335-3685

Email: jennifer@portcw.com

Eric Plantenberg, Director of Facilities – (C) 360-798-5219 Email: eric@portcw.com

Should you have any questions regarding this project and/or process, please contact the Environmental/Project Manager listed above. We appreciate your interest and participation in this project.



Program Specific Terms and Conditions

1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #20)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

3. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."



The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal

4. UNILATERAL AMENDMENT

Commerce may, at any time, by written notification to Contractor, unilaterally amend the scope of work to be performed under this Contract, the period of performance, the site list (Attachment C), and/or the contract amount and budget. These unilateral changes shall be effective as set forth in the amendment or upon signature by Commerce, if no date has been set forth.

Contractor will be deemed to have accepted any such unilateral amendment unless, within 15 calendar days after the date the amendment is signed by Commerce, the Contractor notifies Commerce in writing of its non-acceptance of such unilateral change. The Contractor and Commerce will then use good faith efforts to negotiate an amendment acceptable to both parties.

Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown as contract amount on the face sheet, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92802-059. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.



Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Site List
- Attachment D – Sample Application Manual



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authority having jurisdiction (AHJ)" shall mean the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.
- B.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- C.** "COMMERCE" shall mean the Washington Department of Commerce.
- D.** "Central system" shall mean the central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- E.** "Chargers" shall have the same meaning as "electric vehicle supply equipment (EVSE)". The physical unit controlling the power supply to one or more vehicles during a charging session.
- F.** "Charging ports" shall mean an access point for electric vehicle charging that is equivalent to the number of vehicles that can be charged at the listed power level concurrently at the same charger. A single charger may have one or multiple charging ports, and a single charging port may have one or multiple connectors.
- G.** "Combined Charging Standard (CCS)" shall mean the plug standardized as SAE J1772 Combo delivering DCFC power between the charger and the on-board vehicle charging equipment.
- H.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- I.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- J.** "Direct current fast charger (DCFC)" shall mean EVSE that supplies at least 100 kilowatts (kW) of electricity through each charging port during a charging session.
- K.** "Downtime" shall mean time during which a charging port is not operational as defined in Attachment A: Scope of Work.
- L.** "Electric vehicle supply equipment (EVSE)" shall have the same meaning as "charger". The physical unit controlling the power supply to one or more vehicles during a charging session.
- M.** "Failed charging session" shall mean an incident when the criteria for a successful charging session are not met following a charging attempt.
- N.** "Labor hours" shall mean the total hours of workers receiving an hourly wage who are directly employed on a project site.
- O.** "Level 2 charger" shall mean EVSE that supplies at least 7.2 kW of electricity through each charging port during a charging session.
- P.** "Multifamily mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for multifamily project sites.
- Q.** "North American Charging Standard (NACS) connectors" shall mean the plug, currently being standardized as SAE J3400 and also known as the Tesla charging standard, delivering power between the charger and the on-board vehicle charging equipment



- R.** "Office of Minority and Women's Business Enterprises (OMWBE) contractor" shall mean small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons as certified by OMWBE.
- S.** "Open Charge Point Interface (OCPI)" shall mean a communications protocol between charging network central management systems intended to facilitate customers roaming between networks.
- T.** "Open Charge Point Protocol (OCPP)" shall mean an open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.
- U.** "Operational or in operation" shall have the following meaning: A charging port is considered operational or in operation when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- V.** "Overburdened community" shall mean a Census tract with a rating of 9 or 10 on the Environmental Health Disparities map as maintained by the Washington State Department of Health.
- W.** "Preventive maintenance" shall mean any maintenance that is carried out prior to failure detection and is aimed at preventing a charging port from becoming non-operational.
- X.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Y.** "Project Labor Agreement (PLA)" shall mean pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (subcontractors) that establish the terms and conditions of employment for a specific construction project.
- Z.** "Project site" shall have the same meaning as a charging station. A single property parcel, or part of a single property parcel, where one or more EVSE funded by the Washington Electric Vehicle Charging Program are located. A project site includes the EVSE, ports, connectors, parking areas served by the EVSE, and lanes for vehicle ingress and egress.
- AA.** "Public mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for publicly available project sites.
- BB.** "Society of Automotive Engineers (SAE) J1772 connectors" shall mean the plug standardized as SAE J1772 delivering Level 2 power between the charger and the on-board vehicle charging equipment.
- CC.** "Site owner" shall mean the property owner of the land where the charger is physically located. The site owner may or may not be the owner of the charger.
- DD.** "Site number" shall mean the number assigned to each site during application submission that will be used for identification throughout this contract. "State" shall mean the state of Washington.
- EE.** "Stub-out" shall mean a combination of electrical equipment on the customer side of an electrical meter, including all the panel upgrades, trenching, conduit, and wiring, needed for a new charger to be installed later without any additional construction work. A "stub-out" typically ends with at least two inches (2") of a spare run of conduit with accessible pull rope and is capped off to protect it from the elements.



- FF. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- GG. "Successful charging session" shall mean an incident when, following a charge attempt, a customer's electric vehicle battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV's onboard software system terminating the charging session, without an additional charge attempt.
- HH. "UL" shall mean the entity, formerly known as "Underwriters Laboratories", that provides testing and certifications for product safety. Level 2 EVSE must meet UL 2594 certification, and DCFC EVSE must meet UL 2202 or UL 9741, as determined by a nationally recognized testing laboratory (NRTL) participating in the Occupational Safety and Health Administration NRTL program.
- II. "Underserved community" shall mean a Census tract with a rating of 9 or 10 on the "underserved" scoring factor as defined in the application manual and determined on the public mapping tool.
- JJ. "Uptime" shall mean time during which a charging port is operational as defined in ATTACHMENT A: SCOPE OF WORK

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the



changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.



10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a~~



~~subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.



After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.~~
- ~~E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

Grove Field, 632 Ne 267th Avenue, Camas WA

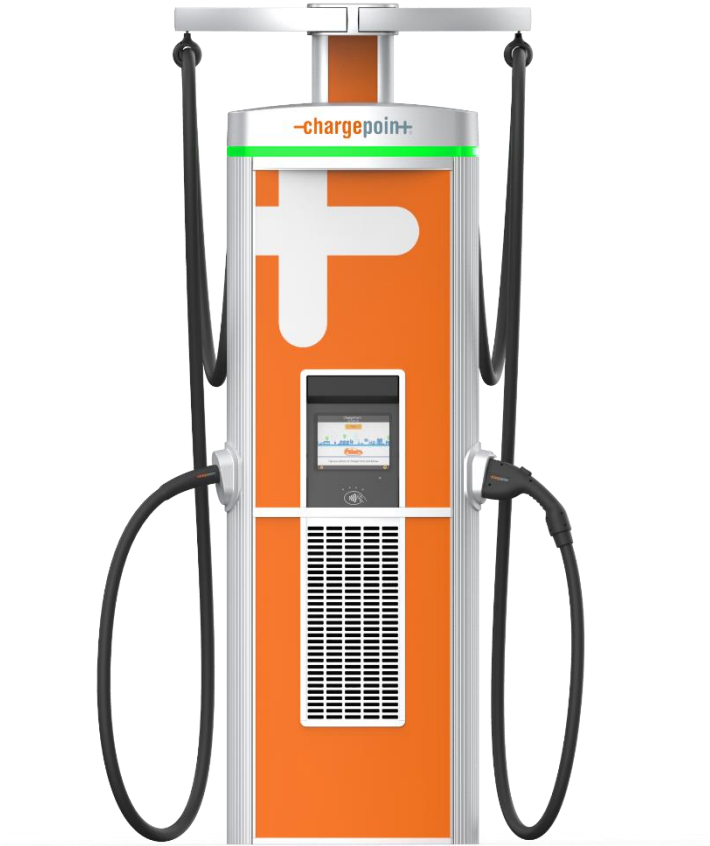
Rapid
Charger
& Light

Utility
Pole

Utility
Pole



ChargePoint[®] Express 280



ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice and is not responsible for typographical or graphical errors that may appear in this document.

Express 280

Express 280 Specifications

Station Electrical Input	
Input Rating	North America: 3-phase, 480WYE VAC (91.5 kVA), 100 A, 60 Hz
Wiring	L1, L2, L3, Earth
Short Circuit Current Rating	65 kA

Station Electrical Output	
Max Output Power	80 kW
Output Voltage, Charging	100 to 1000 VDC
Max Output Current	CHAdeMO (North America): 140 A CCS1: 200 A North American Charging Standard (NACS): 200 A
Power Modules per Station	2

Paired Station Electrical Output	
Paired Max Output Power	160 kW
Output Voltage, Charging	100 to 1000 VDC
Paired Max Output Current	CHAdeMO (North America): 140 A CCS1: 250 A NACS: 250 A
Power Modules per Pair	4

Power Module Output	
Max Output Power	40 kW
Max Output Current	100 A
Power Conversion Efficiency	Up to 96%
Power Factor	0.99 at full load

Power Module Specifications	
Power Module Dimensions	760 mm H x 430 mm W x 130 mm D (2 ft 6 in x 1 ft 5 in x 5 ft)
Power Module Weight	45 kg (98.5 lb)
Power Module Cooling	Liquid Cooling Technology
Harmonics	iTHD < 5% (Complies with IEEE 519)

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice and is not responsible for typographical or graphical errors that may appear in this document.

Functional Interfaces	
Number of Connectors	Up to two connectors per station
Supported Connector Types	CHAdEMO CCS1 (SAE J1772™ Combo) NACS
Cable Length	Standard 5.4 m (18 ft) with Cable Management Kit (CMK)* Medium 7.5 m (24 ft) with Tall Cable Management Kit (CMK)*
LCD Display	Full-color 254 mm (10 in) display for driver interaction
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android, contactless credit card) ISO 15118-2, Plug&Charge Remote: Mobile and in vehicle (if supported by vehicle)

* Horizontal reach to typical vehicle charging port: 3.76 m (12 ft 4 in) with Standard cable.

Connectivity Features	
Vehicle Safety Communication	CHAdEMO: JEVs G104 over CAN CCS1 and NACS: SAE J1772 over PLC
Plug-Out Detection	Power terminated per JEVs G104 (CHAdEMO), and SAE J2931 (CCS1)
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE
Supported Communication Protocols	OCPP 1.6J
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

Safety and Operational Ratings	
Station Enclosure Rating	Type 3R
Station Impact Rating	IK10
Safety and Compliance	UL and cUL listed: Complies with UL 2202, UL 2231-1, UL 2231-2 Energy Star, CTEP
Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000 A)
EMC Compliance	North America: FCC part 15 Subpart B Class A
Storage Temperature	-40°C to 50°C (-40°F to 122°F)
Operating Temperature	-40°C to 50°C (-40°F to 122°F) with derating
Operational Altitude	< 3,000 m (9,800 ft)
Operating Humidity	Up to 95% at 50°C (122°F) non-condensing

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice and is not responsible for typographical or graphical errors that may appear in this document.

Generic Specifications	
Station Enclosure Dimensions	Standard CMK: 2,413 mm H x 712 mm W x 438 mm D (7 ft 11 in x 2 ft 4 in x 1 ft 4 in) Tall CMK: 3,048 mm H x 712 mm W x 438 mm D (10 ft x 2 ft 4 in x 1 ft 4 in)
Station Weight (without Power Modules)	250 kg (551 lb)
Buy America	Buy America (FTA) options available upon request
Standard Warranty	Limited 2-Year Parts Warranty

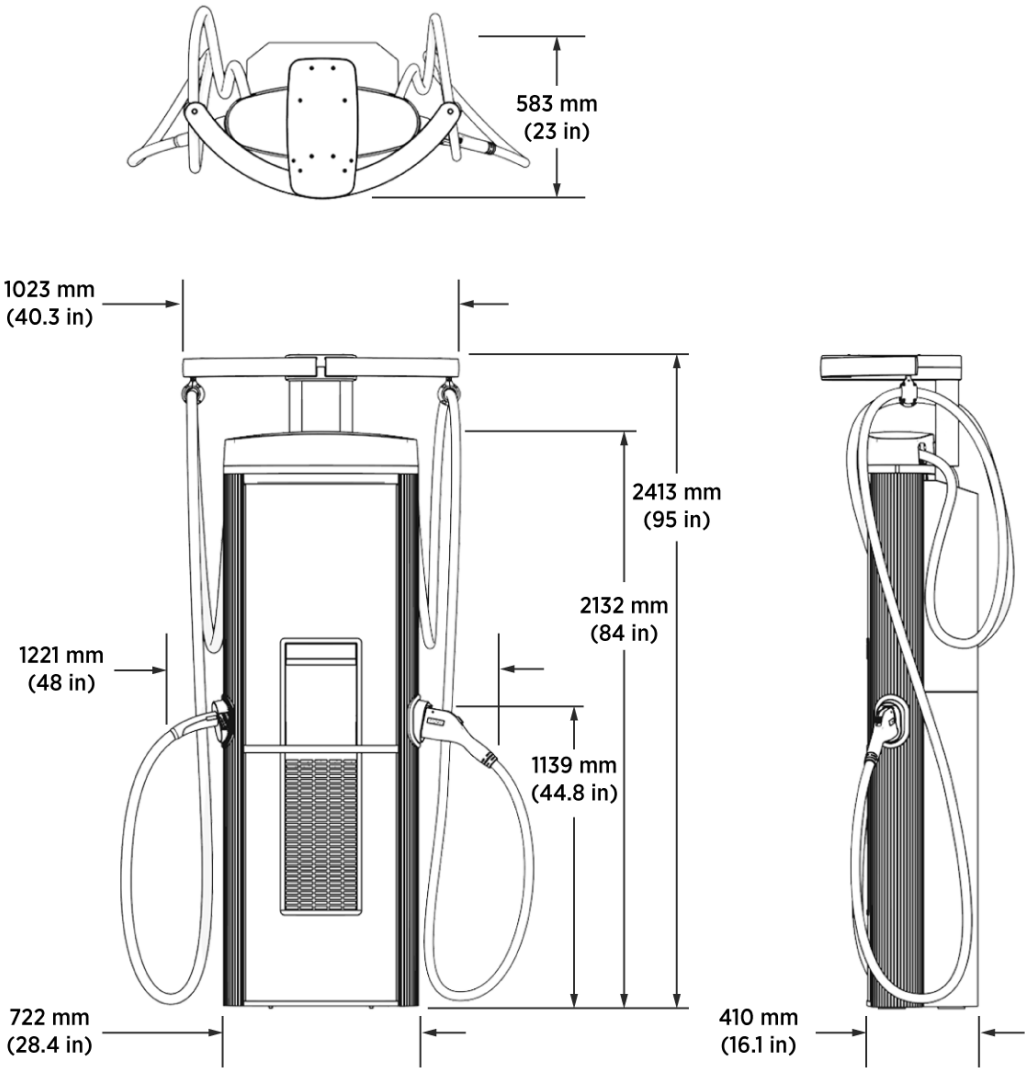
Energy Management Features	
Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice and is not responsible for typographical or graphical errors that may appear in this document.

Architectural Drawings

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

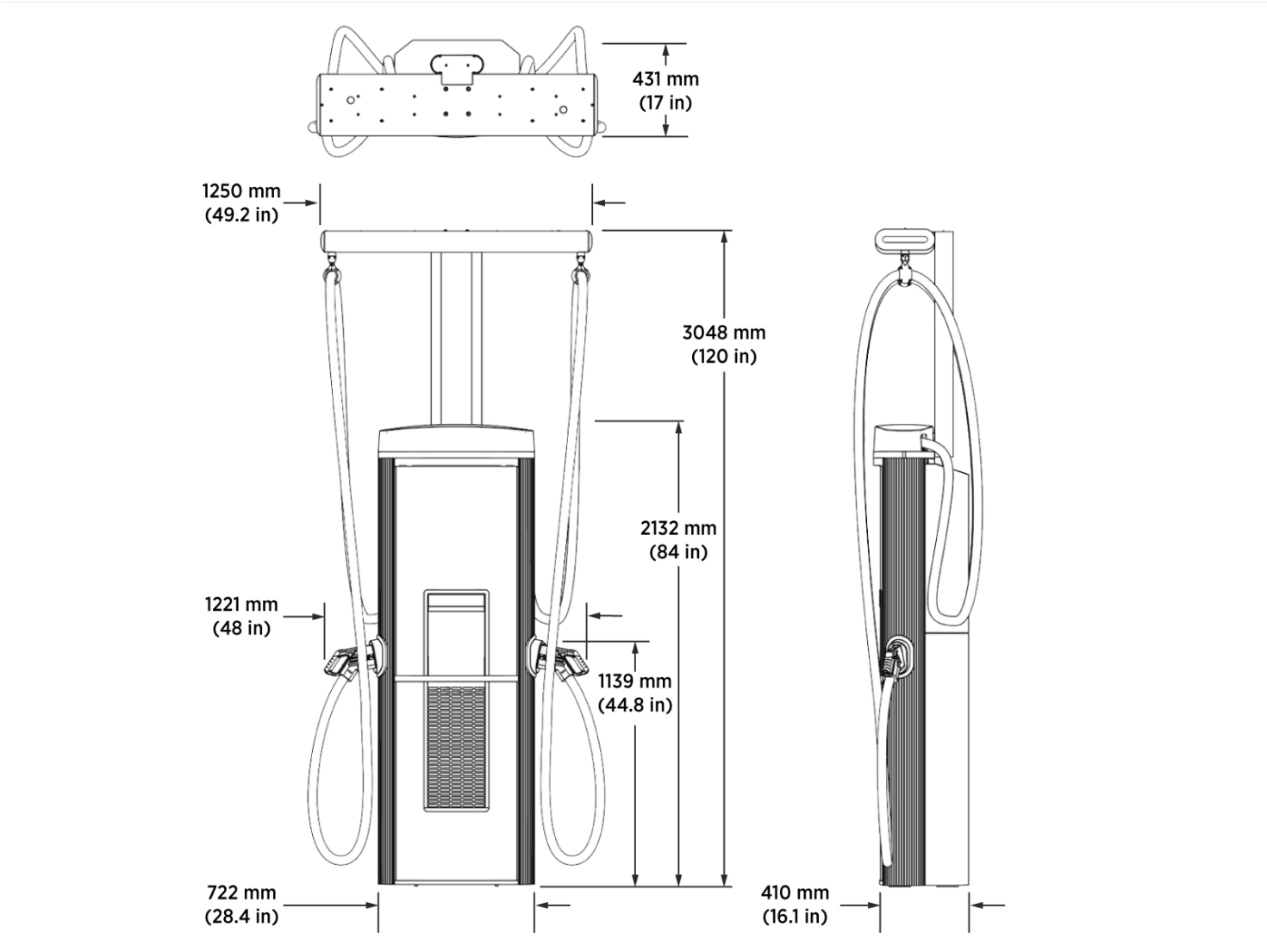
Express 280, with NACS and CCS1 connectors.



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Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

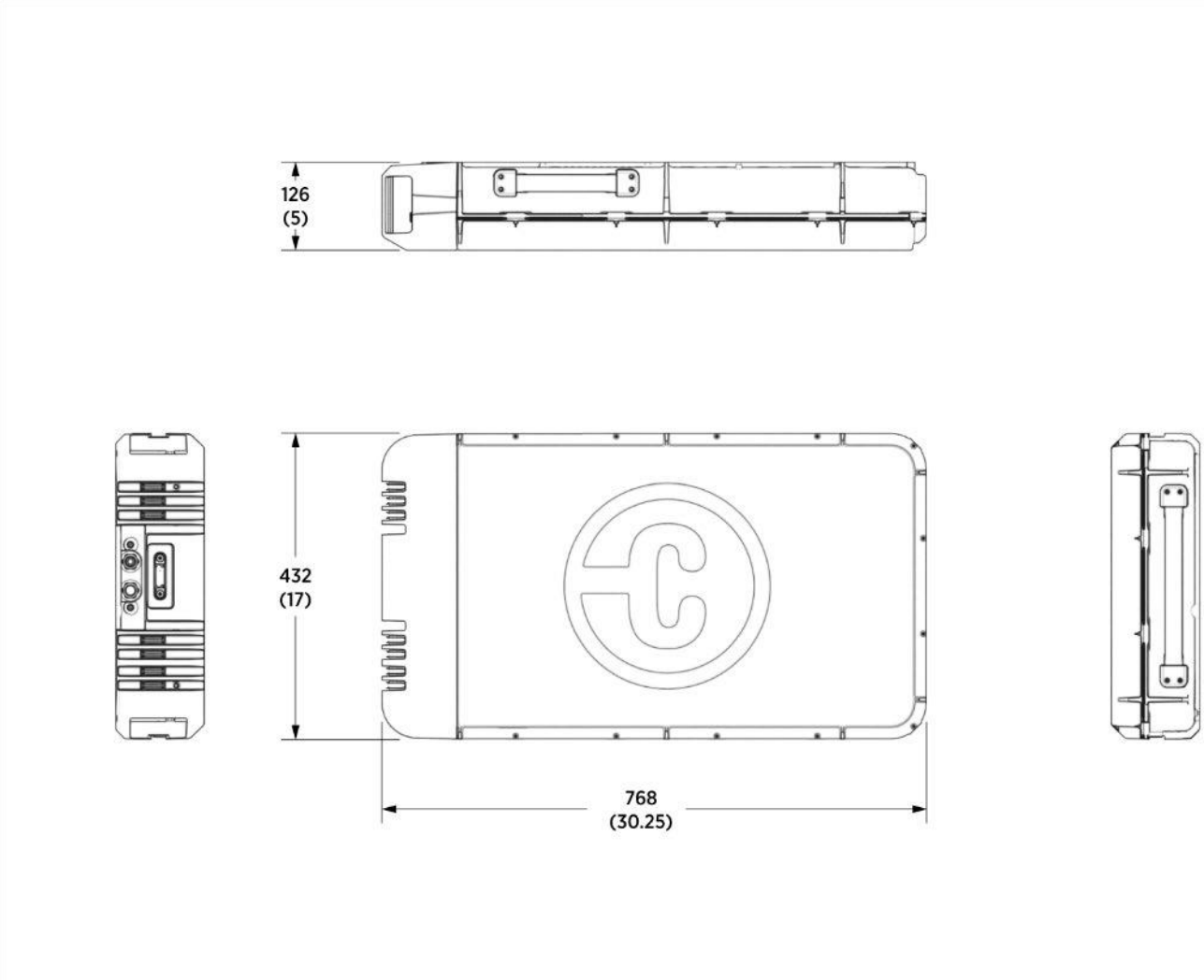
Express 280, with Tall CMK, and dual CCS1 connectors.



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Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

Express 280 Power Module





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877.370.3802
US and Canada toll-free

Contact Us
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ADDENDUM 1 TO THE BID DOCUMENTS

Date: **SEPTEMBER 6, 2024**

PUBLIC CHARGING 1 SITE GROVE FIELD

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. Please acknowledge receipt of this Addendum in the space provided in the bid form.

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

BIDDER QUESTIONS: SEE ATTACHED DOCUMENTS

Public Charging 1 Site Grove Field Project
Questions & Answers Received – September 6, 2024

Question 1 - Provide CPU Drawing

Answer 1 - See attached. The design was developed for one unit.

Question 2 - Could you find out which combo you guys are wanting to go with on the plugs or guns on the end of the charge cords, NACS & CCS1 Or CCS1 & CCS1

Answer 2

Use NACS & CCS1

Question 3

The RFP references a 150 KVA utility transformer, You would need a minimum of 200KVA to power the (2) 100KW Level three chargers.

Answer 3.

Submit a bid response for one unit with two ports that are paired, not two units.

Question 4 - Was your Grant Award for two ports?

Answer 4. The grant award was for one unit with two ports that are paired. Submit a bid response for one unit with two ports that are paired, not two units.

Question 5 Do you have a Cut sheet/drawing on the required light pole/fixture?

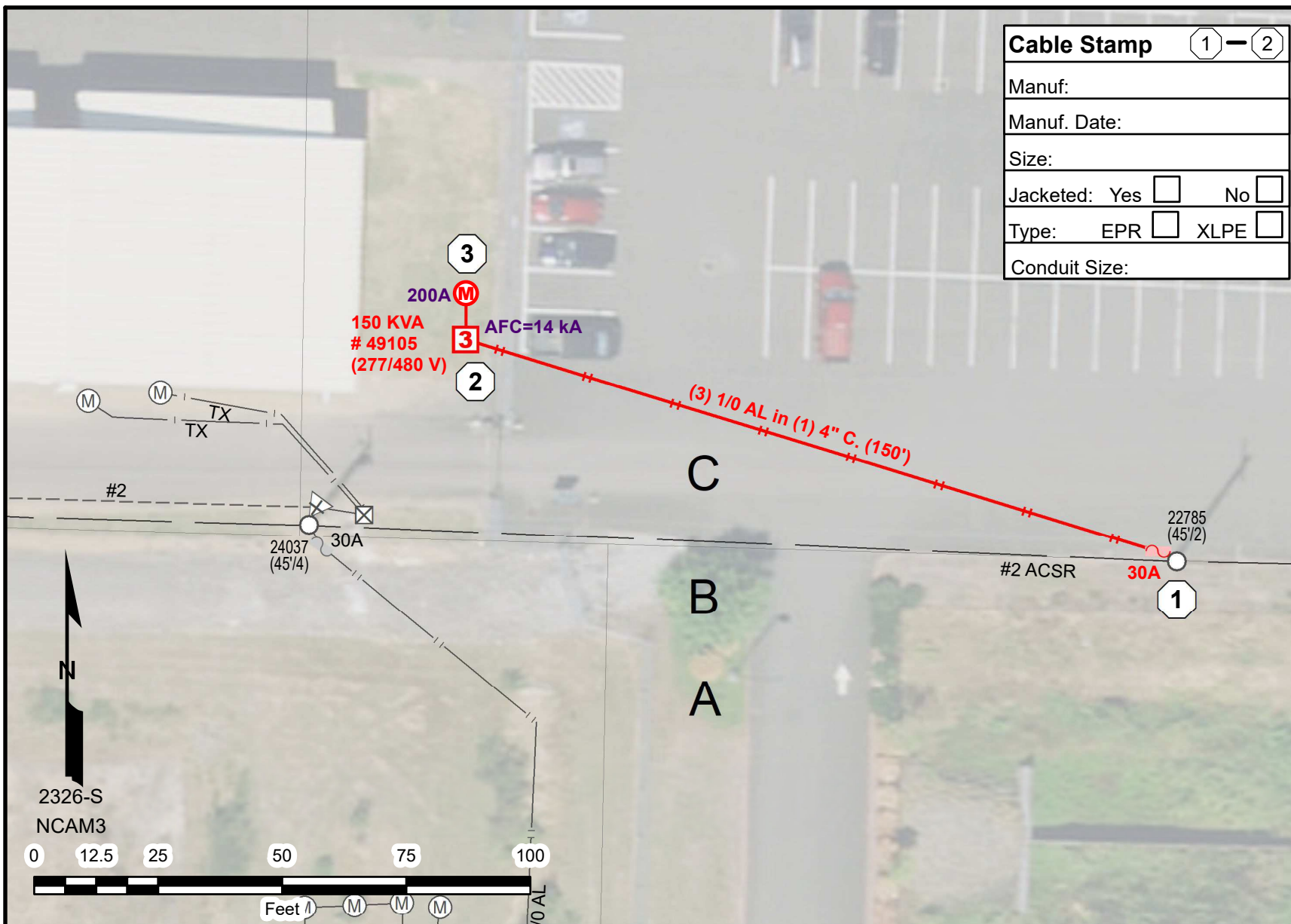
Answer 5. The light pole and fixture have been removed from the project. Do not include this in the bid submittals.

Question 6. When would someone be available for an on-site meeting?

Answer 6. One on-site meeting for all interested parties has been scheduled for Wednesday September 11, 2024 at 10:00am.

Question 7. Is there a designated Right of Way (ROW) for running the conduit to the PUD pole?

Answer 7. The project is within Port owned property. No right of way is needed.



Cable Stamp	① — ②
Manuf:	
Manuf. Date:	
Size:	
Jacketed: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Type: EPR <input type="checkbox"/> XLPE <input type="checkbox"/>	
Conduit Size:	

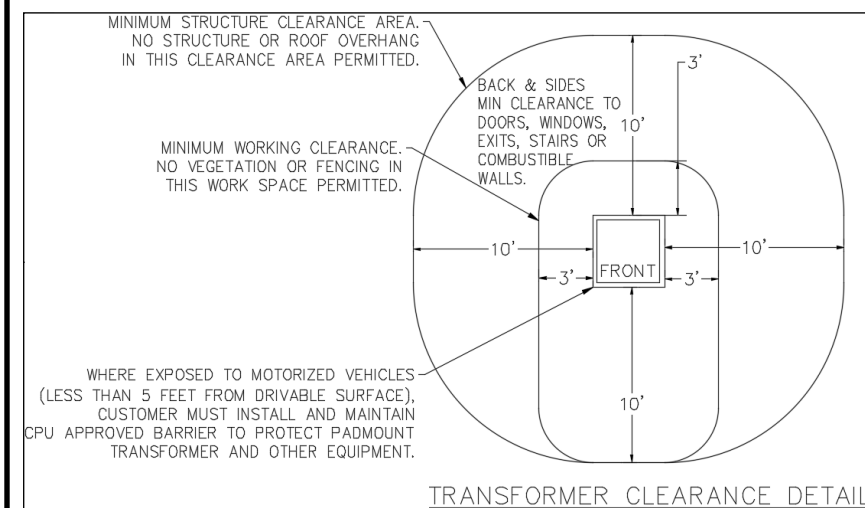
Customer's Contractor To:

- WL 1:** PLUMB UP (1) 4" PVC vertically to the bracket at the base of pole# 22785 and secure with clamp. **NOTE:** bracket with duct clamp shall be installed by CPU representative. COIL 40-ft of (3) 1/0 AL EPR cables at the base for CPU riser.
- WL 2:** PROVIDE/INSTALL a 7.2/12.47kV, grounded Y-Y, 3Ø, 150kVA, 277/480V pad-mounted XFRM per CPU spec UTP4, UTP6, UT32, US36. Label XFRM# **49105**. Front shall face EAST. Place UTP\$ pad 2-ft from the back of sidewalk. Maintain a minimum of 3-ft of unobstructed working clearance around the sides and back. Maintain a minimum of 10-ft of unobstructed working clearance in front of XFRM. Plumb in (1) 4" PVC primary duct and pull in (3) 1/0 AL EPR primary cables. Makeup (3) 1/0 EPR primary cables. Label primary/sec'ry cables per UID2. LEAVE (3) load-break elbows w/ sealing kits for CPU. ****Maximum available fault current at the secondary bushings of the XFRM is 14 kA.**
- SPAN 1-2:** PROVIDE/INSTALL (3) 1/0 AL cables (175mil EPR w/ jacketed neutral) in (1) 4" PVC at 42" depth.
- WL 3:** PROVIDE/INSTALL a 7-terminal self-contained meter base **with safety socket** (reference B-Line part# 127TB or equivalent) for 4-wire, 3Ø, 277/480V service. Mount meter base 5-ft from final grade to center of socket, as a stand-alone setup using galvanized posts/struts with concrete footings. Maintain a 3'x3' unobstructed working space in front of the meter base.
- SPAN 2-3:** PROVIDE/INSTALL secondary wire/conduit per NEC. Secondary wire/conduit are customer-owned and maintained. **NOTE:** Maximum number of secondary runs is six (6) Qx runs.

Clark PUD To:

- WL 1:** P# 22785 (45/2) - INSTALL (1) U3 riser; fuse w/ 30AF and connect.
- WL 2:** Test/Energize XFM# 49105 (150BW).
- SPAN 1-2:** Test/Energize (3) 1/0 AL EPR.
- WL 3:** Install DMD-SC3 meter.

WL	WF	Pad/Pole	KVA	PUD#	Serial#	MFG BY	TAP	PH	IMP
2	INSTALL	PAD	150	49105			100	ABC	



CPU CHARGES

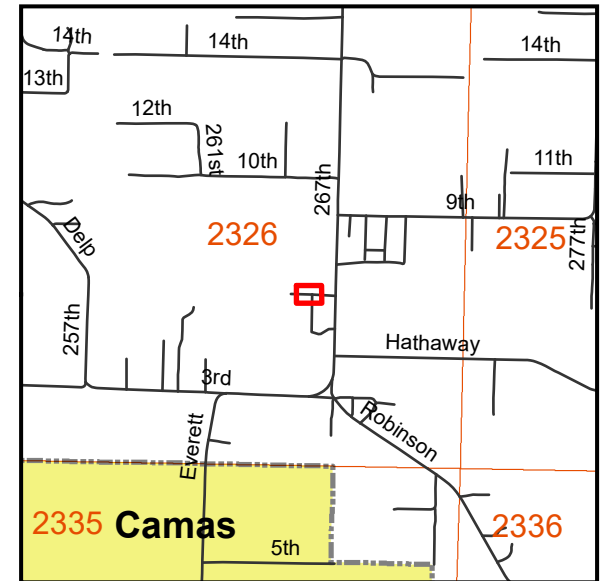
- AID TO CONSTRUCTION **\$4,719.06**
 - TAX **\$368.09**
 - SDC **\$1,638.00**
- *Charges are valid for 6-months from drawing date*

CPU CONTACT PERSONNEL

- DESIGN: ALEKSEY SHKURATKOV (360) 992-8593
- CONSTRUCTION: JACKIE CARTER (360) 992-8849
- METERING DEPT. COORDINATOR: (360) 992-8001
- INSPECTIONS/SCHEDULING: (360) 992-8839 / OPS@CLARKPUD.COM

GENERAL CONSTRUCTION NOTES

- CONTRACTOR FOR PRIMARY VOLTAGE WORK MUST BE ON CPU'S LIST OF APPROVED CONTRACTORS.
- ALL CONSTRUCTION TO COMPLY WITH CPU STANDARDS AND BE COMPLETED AS DESIGNED BY CPU.
- DISTANCES SHOWN ARE APPROXIMATE.
- WORK WITHIN RIGHT-OF-WAY TO COMPLY WITH THE RIGHT-OF-WAY PERMIT ISSUED FOR THE PROJECT.
- ALL MATERIAL TO BE OWNED BY CPU MUST BE FROM THE APPROVED MATERIALS LIST AND SUPPLIED BY AN APPROVED DISTRIBUTOR.
- ALL PRIMARY CONDUIT RUNS TO BE SCH 40 AND HAVE 90° X 36"R ELBOWS ON EACH END UNLESS OTHERWISE CALLED OUT.
- TRENCH DEPTHS FOR CPU OWNED CONDUCTORS:
 - PRIMARY: 36-42"
 - PRIMARY W/ GAS: 42-48"
 - SECONDARY: 24"
 - SERVICES: 24"
- THE CONTRACTOR IS TO ARRANGE THE FOLLOWING INSPECTIONS:
 - TRENCH AND CONDUIT (DEPTH AND LOCATION)
 - FINAL (TRANSFORMERS, CONDUCTORS, TAGGING, MAKE UP, TERMINATIONS, GRADE, ETC.)
- STAKING BY A LICENSED SURVEYOR OF FINAL GRADE, CURBS, PROPERTY CORNERS AND/OR PROPERTY LINES MAY BE REQUIRED.
- ALL METERING TO COMPLY WITH CPU METERING SPECS. SEE SPEC M FOR DETAILS.
- NOTE: REFER TO CPU COMMERCIAL ELECTRIC SERVICE HANDBOOK FOR DETAILS NOT SHOWN IN THIS DESIGN**



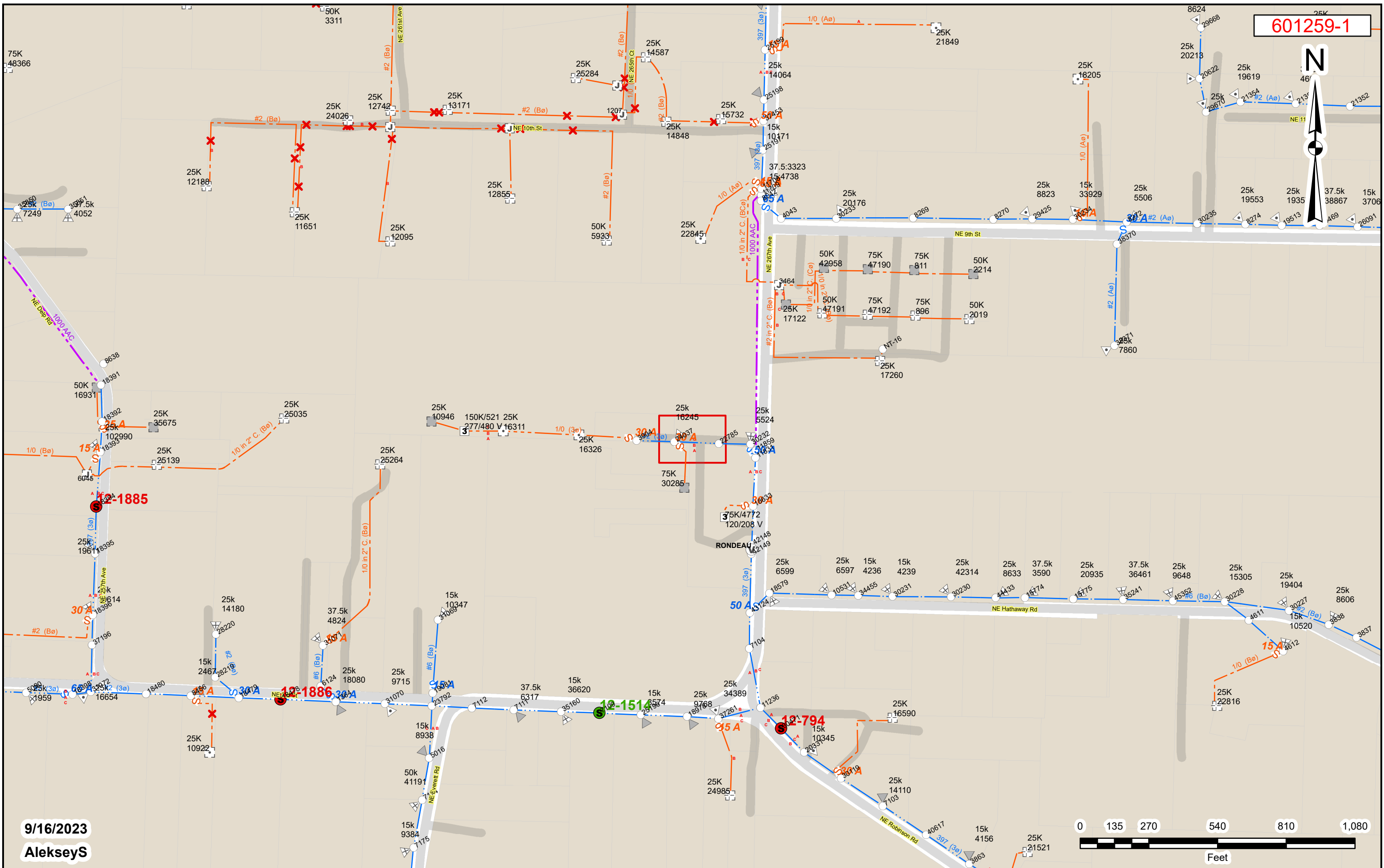
VICINITY MAP, PAGE: 12

Clark Public Utilities
PORT OF CAMAS WASHOUGAL
 632 NE 267TH AVE
 EV CHARGING STATION

DESIGN BY: ASHKURATKOV	ACCTNG # 12-B-00111
DATE: 09/16/23	Sheet 1 of 1
WORK REQUEST # 601259-1	

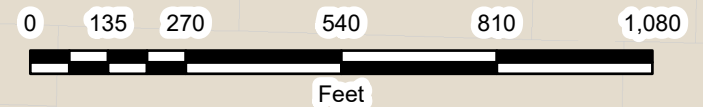
INSTL U3 RISER ON P# 22785 (45/2); FUSE W/ 30AF & CONNECT. T/E (3) 1/0 ERP & XFM 49105 (150BW). INSTL DMD-SC3 MTR.

601259-1



9/16/2023

AlekseyS





ADDENDUM 2 TO THE BID DOCUMENTS

Date: **SEPTEMBER 12, 2024**

PUBLIC CHARGING 1 SITE GROVE FIELD

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. Please acknowledge receipt of this Addendum in the space provided in the bid form.

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

BID DUE DATE EXTENSION - SEPTEMBER 24, 2024 @ 3PM

DESIGN CHANGE – SECURE TWO CHARGEPOINT EXPRESS 250 UNITS THAT WILL BE PAIRED. SPEC SHEET IS ATTACHED

BIDDER QUESTIONS: SEE ATTACHED DOCUMENTS

Public Charging 1 Site Grove Field Project

Questions & Answers Received – September 12, 2024

Design Change – Secure Two Chargepoint Express 250 Units that will be paired. Spec Sheet is attached.

Bid Due Date Extension – September 24.

Question 1 - Provide CPU Drawing

Answer 1 - The design has been revised. See attached.

Question 2 - Could you find out which combo you guys are wanting to go with on the plugs or guns on the end of the charge cords, NACS & CCS1 Or CCS1 & CCS1

Answer 2 Express 250 CCS

Question 3

The RFP references a 150 KVA utility transformer, You would need a minimum of 200KVA to power the (2) 100KW Level three chargers.

Answer 3.

The electrical drawing has been updated.

Question 4 - Was your Grant Award for two ports?

Answer 4. The grant award was for two ports.

Question 5 Do you have a Cut sheet/drawing on the required light pole/fixture?

Answer 5. The light pole and fixture have been removed from the project. Do not include this in the bid submittals.

Question 6. When would someone be available for an on-site meeting?

Answer 6. One on-site meeting for all interested parties has been scheduled for Wednesday September 11, 2024 at 10:00am.

Question 7. Is there a designated Right of Way (ROW) for running the conduit to the PUD pole?

Answer 7. The project is within Port owned property. No right of way is needed.

Question 8. Does the Port prefer boring or trenching?

Answer 8. Whichever method is within budget and allows for inspections. Any disturbed areas are to be restored to existing conditions. Storm system layout is attached to ensure the stormwater piping is not impacted.

Question 9. Provide approximate layout

Answer 9. See attached. The XFRM cannot sit directly on top of any wet utilities or gas lines. No storm drain/water/sewer/gas conduits shall be running directly under the XFRM pad. At a minimum provide a

3-ft clearance from any UG line of utilities. Utility locate was completed, see exhibit. Maintain a minimum 5-ft clearance from edge of driveway (10-ft max.), 10-ft clearance to the BLDG., and 3-ft unobstructed working clearance around the sides and back.

Question 10. Is the apprenticeship utilization goal mandatory?

Answer 10. No, a well-documented best faith effort is acceptable. Also with documentation, if work is completed by one electrician the requirement is waived.

Question 11. Who is responsible for permitting?

Answer 11. The selected contractor is responsible for preparing materials and obtaining any permits.

Question 12. Do you prefer a specific supplier of this transformer?

Answer 12. No, it must meet utility requirements and be code compliant.

Express 250

Specifications and Ordering Information



High Power in a Small Footprint

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
	Express 250 Station includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (EU)	CPE250C-625-CCS2-CHD
Connector Options	Cable connectors available include CCS1, CCS2, and/or CHAdeMO. Cables can be ordered with a single connector or a combination.	Please contact ChargePoint Sales
Buy America	The Express 250 is compliant with the Federal Transportation Authority (FTA) and Federal Highway Administration (FHWA) Buy America Options.	Please contact ChargePoint Sales

Software & Services

Description		Order Code
ChargePoint Enterprise Cloud Plan <i>Note: Station activation is included in this plan.</i>		CPCLD-ENTERPRISE-DC-n*
ChargePoint Assure® — Prepaid Assure Plan for one Express 250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n*
ChargePoint Assure® — Assure Plan for one Express 250 and invoiced annually. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n-COMMIT*

ChargePoint Express 250 Datasheet

Commissioning Service: includes on-site validation and inspection of electrical, mechanical, installation, wiring and civil parameters for the Express 250 station.	CPE250-COMMISSIONING
Commissioning Service: includes both the installation and commissioning of the Express 250 station.	CPE250-INSTALL-COMMISSIONING

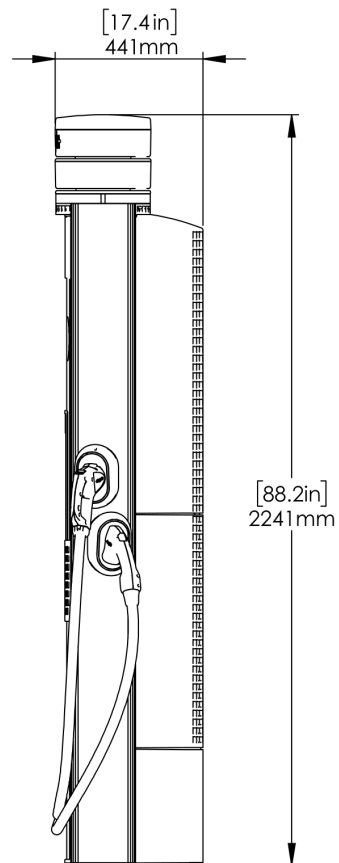
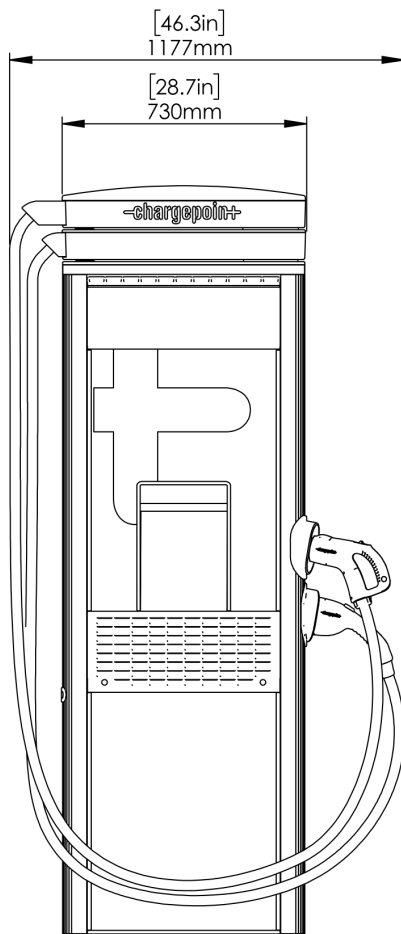
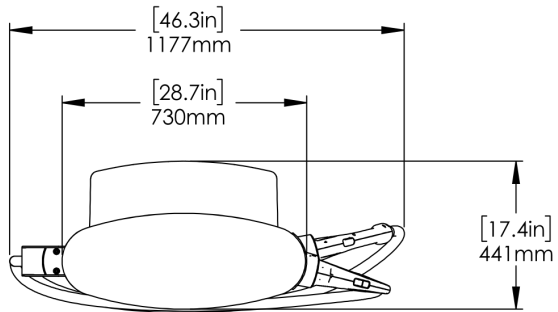
Note: All Express 250 stations require a cloud plan.

*Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

Order Code Information

If ordering this...	...the order code is
Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD

Architectural Drawings (Dimensions)



General Specifications

Station Electrical Input

Input Rating	400V AC, 3-phase, 96A, 50 Hz 480Y/277V AC, 3-phase, 80A, 60 Hz
Wiring	L1, L2, L3, Neutral & Earth

Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200–1,000V DC
Max Output Current	156A
Max Modules per Station	2

Paired Station Electrical Output

Paired Max Output Power	125 kW
Paired Max Output Current	CCS1: 174A or 200A CCS2: 200A CHAdeMO; US: 140A, EU: 125A

Power Module

Max Output Power	31.25 kW
Max Output Current	78 A
Power Conversion Efficiency	> 95%
Power Factor	0.99 at full load
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology

Functional Interfaces

Max Connector Types per Station	Up to two different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length with Swing Arm*	Full Horizontal Reach: 4.27m (14')
LCD Display	Full-color 254 mm (10 in) display for driver interaction
Top Display	Full-color 508 mm (20 in) LED display for notifications
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android): 15118-2 (EIM) Remote: Mobile and in vehicle (if supported by vehicle)

*Horizontal reach to typical vehicle charging port: 3.76 (12'4")

Connectivity Features

Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23
Plug-Out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE (fall back to 3G GSM)
Supported Communication Protocols	OCPP
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

Safety and Operational Ratings

Station Enclosure Rating	Type 3R, IP54
Station Impact Rating	IK10
Safety and Compliance	UL and cUL listed: complies with UL 2202, UL 2231-1, UL 2231-2, CSA 107.1 CE marking: complies with IEC 62196, IEC 61851

ChargePoint Express 250 Datasheet

Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Storage Temperature	-40°C to 50°C (-40°F to 122°F)
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Operational Altitude	<3,000 m (<9,800 ft)
Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

Generic Specifications

Station Enclosure Dimensions	2,241 mm H x 730 mm W x 441 mm D (7'4" x 2'5" x 1'5")
Power Module Dimensions	760 mm H x 430 mm W x 130 mm D (2'6" x 1'5" x 5")
Station Weight (without Power Modules)	250 kg (551 lb)
Power Module Weight	45 kg (98.5 lb)

Energy Management Features

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document



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+1.877.370.3802 US and Canada toll-free

[chargepoint.com](https://www.chargepoint.com)

Contact Us

Visit [chargepoint.com](https://www.chargepoint.com)

Call +1.408.705.1992

Email sales@chargepoint.com

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* Listed by Underwriters Laboratories Inc.



Grove Field, 632 Ne 267th Avenue, Camas WA

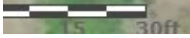
Rapid Chargers Location - remove approx. 20 ft of fence and relocate approx. 6 ft west from original location, Include corner posts and additional fencing as needed. Also make a level pad for EV chargers and associated equipment.

Transformer, 5ft from roadway, 10 ft from building, 3 ft clearance on all sides. Front faces roadway.

Existing Utility Line

Utility Pole

These are approximating and for graphical representations only. Contractor to determine exact placement. See CPU design for additional requirements.





Fence to relocate and area to create level pad for units.








Stormwater Lines

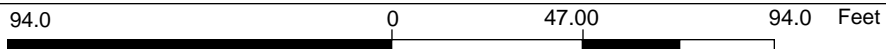


Legend

-  Taxlots
-  Stormwater Point
-  Storm Lines

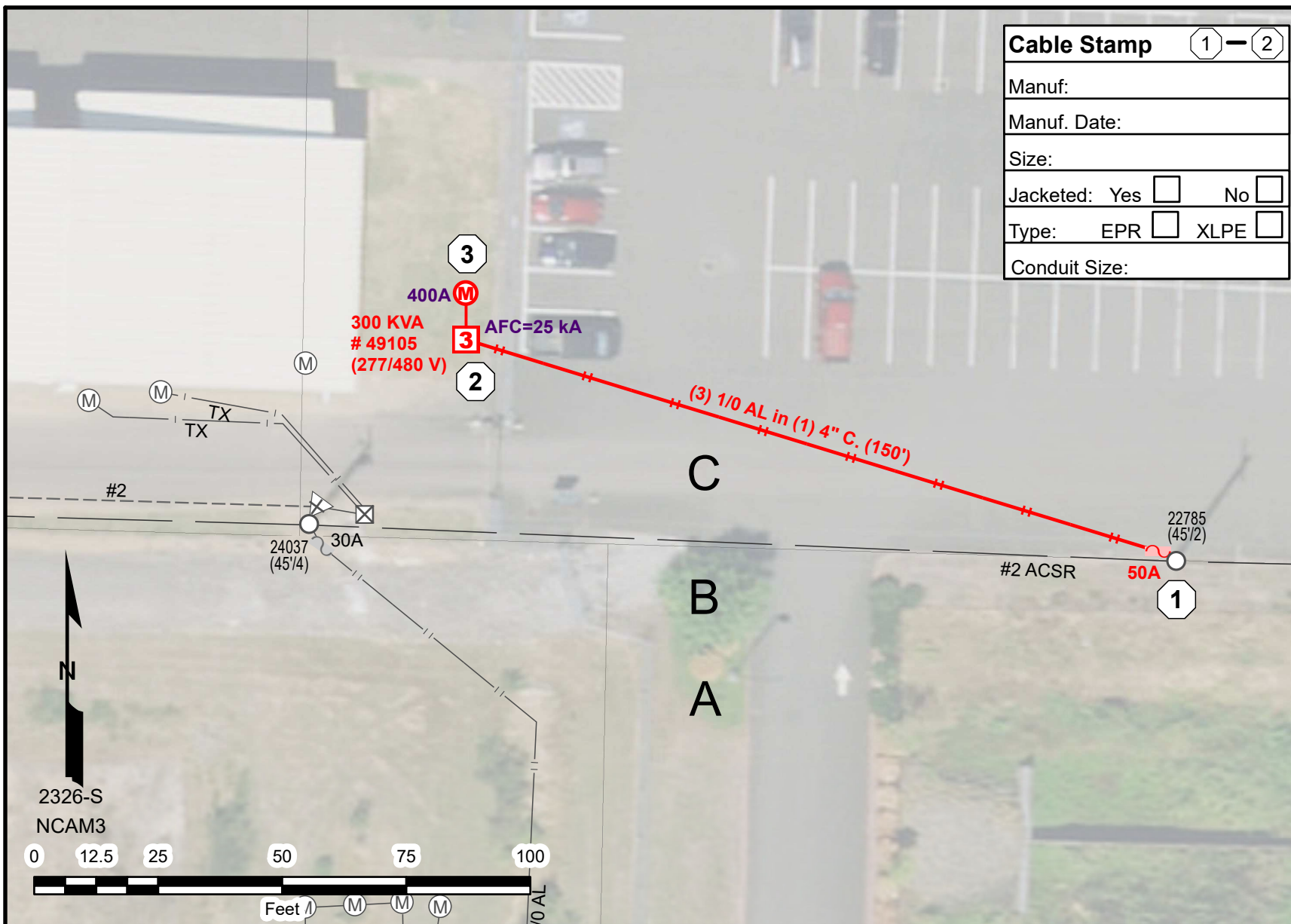
Notes:

1: 564 



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



Cable Stamp	① - ②
Manuf:	
Manuf. Date:	
Size:	
Jacketed: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Type: EPR <input type="checkbox"/> XLPE <input type="checkbox"/>	
Conduit Size:	

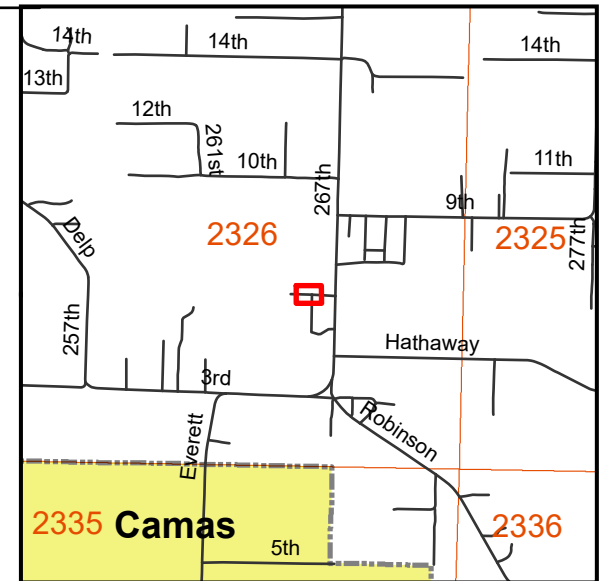
Customer's Contractor To:

- WL 1:** PLUMB UP (1) 4" PVC vertically to the bracket at the base of pole# 22785 and secure with clamp. **NOTE:** bracket with duct clamp shall be installed by CPU representative; DO NOT move. COIL 40-ft of (3) 1/0 AL EPR cables at the base for CPU riser.
- WL 2:** PROVIDE/INSTALL a 7.2/12.47kV, grounded Y-Y, 3Ø, 300kVA, 277/480V pad-mtd XFRM per CPU spec UTP4, UTP6, UT30, US36. Label XFRM# **49105**. Front shall face **EAST**. Place UTP4 pad 2-ft from the back of sidewalk. Maintain a minimum of 3-ft of unobstructed working clearance around the sides and back. Maintain a minimum of 10-ft of unobstructed working clearance in front of XFRM. Plumb in (1) 4" PVC primary duct and pull in (3) 1/0 AL EPR primary cables. Makeup (3) 1/0 EPR primary cables. Label primary/sec'y cables per UID2. LEAVE (3) load-break elbows w/ sealing kits for CPU. ****Maximum available fault current at the secondary bushings of the XFRM is 25 kA.**
- SPAN 1-2:** PROVIDE/INSTALL (3) 1/0 AL cables (175mil EPR w/ jacketed neutral) in (1) 4" PVC at 42" depth.
- WL 3:** PROVIDE/INSTALL a 30"x36"x11" CT enclosure with 6067-HAL CT mounting base and single side-opening hinged door. PROVIDE/INSTALL a 13-terminal CT meter base **with test switch** provision (reference B-Line part# 121413 or equivalent). Install metering equipment as a stand-alone setup using galvanized posts/struts with concrete footings. Mount meter base 5-ft above finished grade (to center of socket). Maintain a 3' x 3' unobstructed level working space in front of both CT enclosure and meter base.
- SPAN 2-3:** PROVIDE/INSTALL secondary wire/conduit per NEC. Secondary wire/conduit are customer-owned and maintained. **NOTE:** Maximum number of secondary runs is six (6) Qx runs.

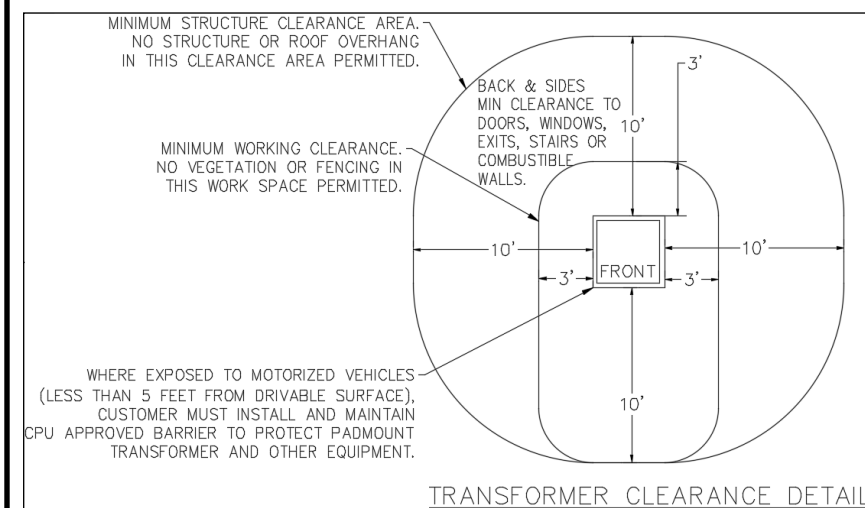
WL	WF	Pad/Pole	KVA	PUD#	Serial#	MFG BY	TAP	PH	IMP
2	INSTALL	PAD	300	49105			100	ABC	

Clark PUD To:

- WL 1:** P# 22785 (45/2) - INSTALL (1) U3 riser; fuse w/ 50AF and connect.
- WL 2:** Test/Energize XFM# 49105 (300BW).
- SPAN 1-2:** Test/Energize (3) 1/0 AL EPR.
- WL 3:** Install CT's and set DMD-CT3 meter.



VICINITY MAP, PAGE: 12



CPU CHARGES

- AID TO CONSTRUCTION **\$5,175.40**
 - TAX **\$403.68**
 - SDC **\$3,276.00**
- *Charges are valid for 6-months from drawing date*

CPU CONTACT PERSONNEL

- DESIGN: ALEKSEY SHKURATKOV (360) 992-8593
- CONSTRUCTION: JACKIE CARTER (360) 992-8849
- METERING DEPT. COORDINATOR: (360) 992-8001
- INSPECTIONS/SCHEDULING: (360) 992-8839 / OPS@CLARKPUD.COM

GENERAL CONSTRUCTION NOTES

- CONTRACTOR FOR PRIMARY VOLTAGE WORK MUST BE ON CPU'S LIST OF APPROVED CONTRACTORS.
- ALL CONSTRUCTION TO COMPLY WITH CPU STANDARDS AND BE COMPLETED AS DESIGNED BY CPU.
- DISTANCES SHOWN ARE APPROXIMATE.
- WORK WITHIN RIGHT-OF-WAY TO COMPLY WITH THE RIGHT-OF-WAY PERMIT ISSUED FOR THE PROJECT.
- ALL MATERIAL TO BE OWNED BY CPU MUST BE FROM THE APPROVED MATERIALS LIST AND SUPPLIED BY AN APPROVED DISTRIBUTOR.
- ALL PRIMARY CONDUIT RUNS TO BE SCH 40 AND HAVE 90° X 36"R ELBOWS ON EACH END UNLESS OTHERWISE CALLED OUT.
- TRENCH DEPTHS FOR CPU OWNED CONDUCTORS:
 - PRIMARY: 36-42"
 - PRIMARY W/ GAS: 42-48"
 - SECONDARY: 24"
 - SERVICES: 24"
- THE CONTRACTOR IS TO ARRANGE THE FOLLOWING INSPECTIONS:
 - TRENCH AND CONDUIT (DEPTH AND LOCATION)
 - FINAL (TRANSFORMERS, CONDUCTORS, TAGGING, MAKE UP, TERMINATIONS, GRADE, ETC.)
- STAKING BY A LICENSED SURVEYOR OF FINAL GRADE, CURBS, PROPERTY CORNERS AND/OR PROPERTY LINES MAY BE REQUIRED.
- ALL METERING TO COMPLY WITH CPU METERING SPECS. SEE SPEC M FOR DETAILS.
- NOTE: REFER TO CPU COMMERCIAL ELECTRIC SERVICE HANDBOOK FOR DETAILS NOT SHOWN IN THIS DESIGN**

Clark Public Utilities

PORT OF CAMAS WASHOUGAL

632 NE 267TH AVE
EV CHARGING STATION

DESIGN BY: ASHKURATKOV ACCTNG # 12-B-00111

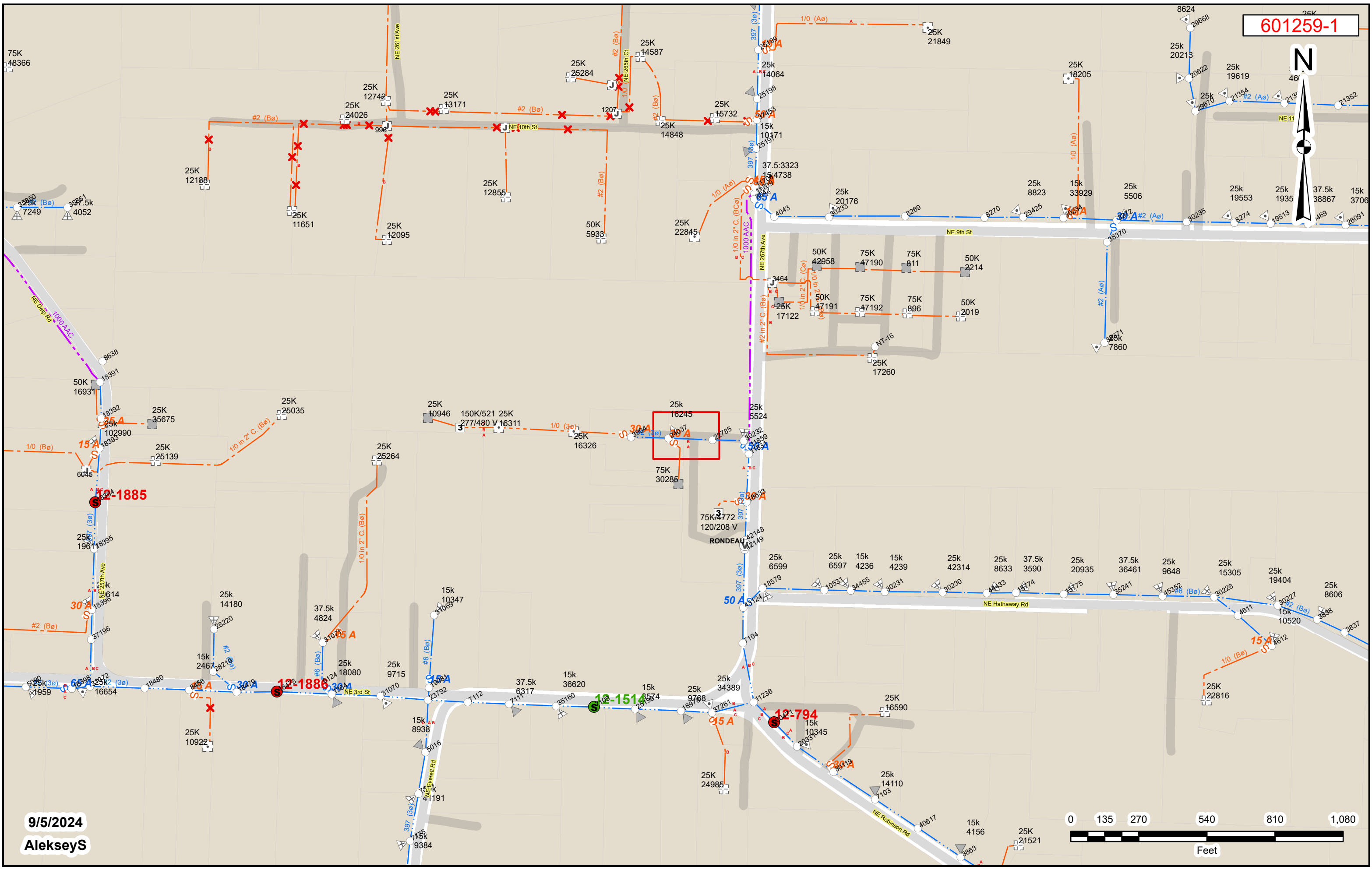
DATE: 09/16/23 Sheet 1 of 1

WORK REQUEST # 601259-1

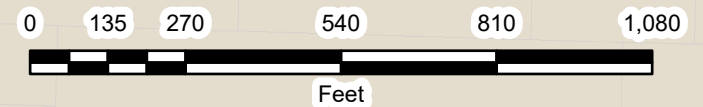
INSTL U3 RISER ON P# 22785 (45/2); FUSE W/ 50AF & CONNECT. T/E (3) 1/0 ERP & XFM 49105 (300BW). PRE-WIRE CTs & SET DMD-CT3 MTR.

REV DATE: 09/05/24

601259-1



9/5/2024
AleksyS



Port of Camas-Washougal Staff Report

DEPARTMENT: Facilities (Capital Projects)

FOR THE AGENDA OF: October 16, 2024

RECOMMENDATION: Accept 28th & Index Rail Project as complete

SUMMARY: American Rail replaced approximately 160' of welded rail and all ties. They also replaced 5' of asphalt on both sides of rail for the sum of \$139,243.26.

BUDGET IMPACT: Project allocated in the 2024 Capital Budget

SUSTAINABILITY IMPLICATIONS (please describe): N/A

DEI IMPLICATIONS (please describe): N/A

Port of Camas-Washougal Staff Report

DEPARTMENT:

FOR THE AGENDA OF:

RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

N/A

Yes, describe:

SUSTAINABILITY IMPLICATIONS:

N/A

Yes, describe:

DEI IMPLICATIONS:

N/A

Yes, describe:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this day by and between the PORT OF CAMAS-WASHOUGAL, a municipal corporation of the State of Washington, hereinafter called the "Port", and KEVIN KREITER hereinafter called "Licensee",

WITNESSETH:

WHEREAS, the Port owns and operates an airport located in Clark County, Washington; and

WHEREAS, the Port is also the owner of property located immediately adjacent to the southwestern end of the present runway of said airport; and

WHEREAS, Licensee is the owner of real property located at 607 NE 257th Ave, Camas, Clark County, Washington, which property is immediately adjacent to the property owned by the Port at the southwestern end of its runway at said airport; and

WHEREAS, Licensee wishes to hangar aircraft at 607 NE 257th Ave, Camas, Clark County, Washington, and wishes to obtain access to the airport runway operated by the Port across the land owned by the Port immediately south of said runway; and

WHEREAS, the Port is willing to grant to Licensee the license and privilege of access to and from the Port's airport runway across the property immediately to the south of said runway, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. GRANT OF LICENSE: The Port hereby grants to the Licensee the license and privilege of ingress and egress to the Port's airport runway across the Port's property immediately south of said runway. Such license and privilege may be exercised by the Licensee only for the purpose of takeoff and landing of the aircraft permitted pursuant to this license, as specified below, from the Port's airport facility. Such license and privilege may be exercised by the Licensee only in compliance with the rules and regulations imposed by the Port from time to time.

Section 2. TERM: This License Agreement shall permit the use of the premises as described above for a period commencing January 1, 2025, and terminating December 31, 2029, unless sooner terminated as provided herein.

Section 3. MONTHLY ACCESS CHARGE: In consideration of the granting of the above license, the Licensee agrees to pay the Port as consideration for the use of its property and facilities, a monthly access charge for each month in which this agreement is in effect. The parties agree that said access charge shall be equal to the monthly rental payment charge to the tie-down tenants of the Port's airport during the month a monthly access payment is due. The parties further agree that the current monthly tie-down rental payment is \$53.39, plus household tax of 12.84% of the rental payment, totaling \$60.25 per month, and that these amounts shall be the initial monthly access charges.

The monthly access charge and leasehold tax payment for each aircraft gaining access to the Port's property and facilities through the granting of this license shall be paid by Licensee on or before the first day of each month for which the monthly access charge is due, commencing

January 1, 2025. Payment shall be made at the office of the Port at 24 South A Street, Washougal, WA 98671. Lessee agrees to pay a late charge, in the amount of Ten Dollars (\$10.00), with any access charge or leasehold tax payment which is not received in full by the Port by the 10th day of the month.

Section 4. LIMITATION ON NUMBER OF AIRCRAFT: Licensee covenants and agrees that this License Agreement is authorized at this time only for the purpose of takeoff and landing of one (1) personal aircraft of the Licensee from the Port's airport facility. The parties contemplate that the Licensee may rent hangar space on his property to one (1) additional aircraft, which may also desire access to the Port's airport facility from Licensee's premises. Licensor hereby grants the Licensee the option to allow one (1) additional aircraft to access the Port's airport facility from his premises, subject to the following terms and conditions:

A. Licensee shall notify the Port twenty (20) days in advance of allowing access from his property for an additional aircraft.

B. Prior to the commencement of access for the additional aircraft, Licensee will submit a written acknowledgment to the Port from the aircraft owner, signifying that the aircraft owner has reviewed this License Agreement and the Port's rules and regulations, and agrees to abide by the same, and that the aircraft owner's aircraft is a personal fixed-wing airplane, not used for any commercial or business purpose, whose motors do not exceed 300 horsepower.

C. The Licensee shall begin paying the additional monthly access charge and leasehold tax payments to the Port in the month in which access is to commence. Licensee agrees that he is solely responsible for the collection and payment of the monthly access charges and tie-down

fees to the Port related to the additional aircraft hangar on his premises.

Except as expressly provided herein, Licensee further agrees that this License Agreement shall not be used by any other person, or for any other aircraft other than the aircraft described above, and one (1) personal fixed-wing airplane of the Licensee, whose motors do not exceed 300 horsepower. The Licensee may not rent, encumber or sublicense the premises or his privileges under this License Agreement, except as expressly provided herein, to any other person without the express written consent of the Port being obtained in advance.

Section 5. USE OF PREMISES: Licensee covenants and agrees to use the license solely and exclusively for ingress and egress of personal aircraft to the Port's airport facilities. Licensee covenants not to permit waste, and to conform to and abide by all lawful rules, laws and regulations in connection with the use of said premises and Licensee's activities thereon, and not to permit said premises to be used in violation of any lawful rule, law, regulation or other authority, and only for the purposes specified in this agreement. Lessee further covenants and agrees that the premises and this license shall not be used for any commercial or business purpose, except as expressly authorized herein.

Section 6. TERMINATION: The parties agree that this License Agreement expires automatically and immediately upon the sale, lease or transfer of title or possession of the premises of 607 NE 257th Ave, Camas, Clark County, Washington, by the Licensee to any other person. Licensee agrees that he will notify the Port (120) days in advance of any such sale, lease or transfer of title or possession of said property.

In addition to the termination dates and events specified above, and in Section 2, the

parties agree that this License Agreement may be terminated by the Port at any time, by giving the Licensee (120) days written notice of its intention to terminate said agreement. The parties agree that the Port's notice shall be deemed effectively given upon the date of mailing to the Licensee 607 NE 257th Ave, Camas, Clark County, Washington, or at such other address as may be designated by the Licensee in writing during the term of this License Agreement.

Section 7. CONDITION OF PREMISES AND MAINTENANCE: The Licensee agrees that the Port has made no representations to him regarding the conditions or quality of access of the premises to which this License Agreement pertains. Licensee accepts use of the premises in whatever condition that may exist during the ~~Term~~ ^{Term AB} of this License Agreement. The Licensee further agrees that the Port is under no obligation to maintain, protect or improve the property at the western end of its runway which is affected by this License Agreement, and the Licensee shall have no right to compel the Port to maintain or improve said premises under any circumstances.

The parties further agree that the Licensee may maintain, alter or improve the condition of the premises located immediately west of the Port's runway, which are the subject of this License Agreement, only with the express written consent of the Port, and only at the Licensee's sole cost and expense.

The Licensee acknowledges that the Port has made no representations to the Licensee regarding the continuation of the operation of its airport facilities. Licensee further acknowledges that the Port, in its sole discretion, may change, alter or discontinue the operation of its airport facilities at any time.

Section 8. INDEMNITY: Licensee shall indemnify and save harmless the Port from and against any and all liability claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in and about the Port's premises resulting from the act or omission of Licensee, Licensee's officers, agents, employees, contractors, and sublicensees, or of any occupant, visitor or user of any part of the Port's premises. Licensee further covenants and agrees to indemnify and hold the Port harmless against the claims of all and every person whomsoever arising out of or in any way connected with the Licensee's exercise of the license hereby granted, or the operation of the Licensee's aircraft, or the hangaring or use of the aircraft on the Licensee's property, or upon the property of the Port. Licensee shall pay all attorney's fees and other expenses incurred by the Port in defending any and all suits which may be brought against the Port or in which the Port may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Except for its misconduct or negligence of its agents or employees, the Port shall not be responsible for or liable for, and Licensee, notwithstanding that joint or concurrent liability may be imposed upon the Port by statute or court decision, hereby waives all claims against the Port for any damage or injury to any person or to any property on or about the premises subject to this License Agreement, or upon the Licensee's premises, during the term of this License Agreement, and for liability, costs and reasonable expenses arising out of any default by Licensee in observing any condition or covenant of this License Agreement.

Licensee covenants and agrees to reimburse the Port for all costs or expenses of repair or replacement of any of the Port's property damaged or destroyed as a result of Licensee's exercise of this license or use of Port property or facilities.

Licensee further agrees to carry liability insurance, protecting himself and the Port from any liability specified above, and to deliver to the Port a certificate of such insurance and the Port shall always be provided with the evidence of the existence of such insurance throughout the term of this License Agreement. Such insurance shall be in the minimum amount of \$500,000.00, single limit of bodily injury and property damage, and shall include, but not be limited to, liability arising out of the operation of aircraft. Such insurance coverage shall be constant and continuous throughout the period of this License Agreement.

Section 9. CONSTRUCTION OF AGREEMENT: The benefits and burdens created by this License Agreement are the personal privileges and responsibilities of the parties, and nothing herein shall be construed as creating a covenant upon the part of either party which runs with any premises of the Port, or with the Licensee's property at 607 NE 257th Ave, Camas, Clark County, Washington. It is further agreed by the parties that the privileges granted by the Port to Licensee are in the nature of a personal license, and that nothing herein shall be construed as the creation of an easement over any property or facilities of the Port.

It is expressly understood and agreed that in the use of the Port's property and facilities, and the exercise of privileges granted under the authority of this License Agreement, the Licensee acts as an independent person, and in no way shall any action of the Licensee be construed as an action of an agent or representative of the Port.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd day of October, 2024

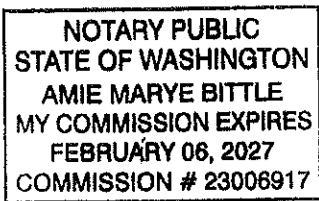
PORT OF CAMAS-WASHOUGAL
By: _____
CEO
"LESSOR"

KEVIN KREITER
[Signature]
"LESSEE"

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this 2nd day of October, 2024, before me personally appeared TRANG LAM, to me known to be CEO of the Port of Camas-Washougal, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

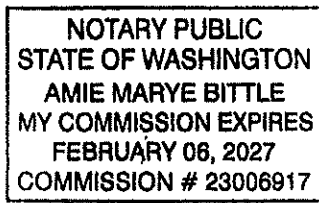


Amie Marye Bittle
Notary Public in and for the State of
Washington, residing at Clark County
My commission expires February 06, 2027

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this 2nd day of October, 2024, before me personally appeared KEVIN KREITER, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of October, 2024.



Amie Marye Bittle

Notary Public in and for the State of

Washington, residing at Clark County

My commission expires February 06, 2027

Port of Camas-Washougal Staff Report

DEPARTMENT: Business Development

FOR THE AGENDA OF: 10/16/2024

RECOMMENDATION: Support approval of Lease Amendment for West Columbia River Gorge Humane Society

SUMMARY:

The Port entered into agreement with West Columbia River Gorge Humane Society (WCGHS) on 10/1/20 for the ground lease of .75 acres located at 2675 Index St, Washougal WA. WCGHS wishes to amend the lease term to (1) add a second option renewal period of five years at rate of \$400.00 annually (10/1/30 to 9/30/35), and (2) delete reference to Leasehold Excise Tax ("LET"). The extension will assist WCGHS in obtaining grant funding/lending for future improvements. In addition, the deletion of LET language will clean up original lease in which a non-profit does not pay LET as a tenant.

Request approval for consent during the 11/6/24 meeting.

BUDGET IMPACT:

N/A

Yes, describe:

SUSTAINABILITY IMPLICATIONS:

N/A

Yes, describe:

DEI IMPLICATIONS:

N/A

Yes, describe:

PORT OF CAMAS-WASHOUGAL- WEST COLUMBIA GORGE HUMANE SOCIETY

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT ("First Amendment") to the LEASE is made and entered into this day by and between the PORT OF CAMAS-WASHOUGAL, a Washington State public port district organized and existing under the laws of the State of Washington, hereinafter called "Lessor" or "Port" and WEST COLUMBIA GORGE HUMANE SOCIETY, a nonprofit entity registered and authorized to engage in business and engaging in business in the State of Washington hereinafter called "Lessee," (collectively "Parties").

WITNESSETH

WHEREAS, Lessor and Lessee are Parties to that certain Lease dated September 14, 2020 (hereinafter the "Lease") for that certain real property consisting of approximately .75 acres situated within the said Port District in the Town of Washougal, Clark County, Washington, which is more particularly described in Exhibit "A", attached hereto and by this reference incorporated as a part hereof.

WHEREAS, the Parties now seek to enter into this First Amendment to the Lease in order to: (1) amend the Lease term to add a second option renewal period of five years at rate of \$400.00 annually, and (2) to delete reference to Leasehold Excise Tax ("LET").

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Lessor and Lessee hereby agree as follows:

TERMS

1. Amended Term. Lease at Section 2, "Term" is amended as follows:

Section 2. TERM: The term of this lease shall be for a period of five (5) years commencing October 1, 2020 and expiring September 30, 2025, unless sooner terminated as provided by the Lease. Lessee shall have the option for one (1) five-year option renewal period through September 30, 2030. In addition, Lessee shall have a second additional five (5) year renewal option as follows:

<u>Term:</u>	<u>Rate:</u>
<u>October 1, 2030 to September 30, 2031</u>	<u>\$400.00</u>
<u>October 1, 2031 to September 30, 2032</u>	<u>\$400.00</u>
<u>October 1, 2032 to September 30, 2033</u>	<u>\$400.00</u>
<u>October 1, 2033 to September 30, 2034</u>	<u>\$400.00</u>
<u>October 1, 2034 to September 30, 2035</u>	<u>\$400.00</u>

2. Amended Rent. Lease at Section 4 "Rent" is amended as follows:

Section 4. RENT: Lessee shall pay to Lessor, without any setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the premises in the amount of Two Hundred and no/100 Dollars (\$200.00) per year in advance on October 1 of each year as follows:

October 1, 2020 to September 30, 2021	\$200.00 plus leasehold tax annually.
October 1, 2021 to September 30, 2022	\$200.00 plus leasehold tax annually.
October 1, 2022 to September 30, 2023	\$200.00 plus leasehold tax annually.
October 1, 2024 to September 30, 2025	\$200.00 plus leasehold tax annually.

Option Renewal 1:

October 1, 2025 to September 30, 2026	\$200.00 plus leasehold tax annually.
October 1, 2026 to September 30, 2027	\$200.00 plus leasehold tax annually.
October 1, 2027 to September 30, 2028	\$200.00 plus leasehold tax annually.
October 1, 2028 to September 30, 2029	\$200.00 plus leasehold tax annually.
October 1, 2029 to September 30, 2030	\$200.00 plus leasehold tax annually.

The Second option period Lessee shall pay to Lessor, without any setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the premises in the amount of Four Hundred and no/100 Dollars (\$400.00) per year in advance on October 1 of each year as follows:

Option Renewal 2:

<u>October 1, 2030 to September 30, 2031</u>	<u>\$400.00</u>
<u>October 1, 2031 to September 30, 2032</u>	<u>\$400.00</u>
<u>October 1, 2032 to September 30, 2033</u>	<u>\$400.00</u>
<u>October 1, 2033 to September 30, 2034</u>	<u>\$400.00</u>
<u>October 1, 2034 to September 30, 2035</u>	<u>\$400.00</u>

A. In addition to the rental specified above, Lessee shall pay to Lessor with each annual rental payment the Washington State Leasehold Tax on the leased premises, which tax is currently 12.84% of the annual rental payment. Rental and leasehold tax payments are payable annually in advance on October 1st during the term of this lease.

B. Lessee agrees to pay a late charge, in an amount equal to 25% of the annual rental payment then due, with any rental or leasehold tax payment which is not received in full by Lessor by October 10th of the annual lease payment.

C. Written Notice to renew or terminate the Lease must be given three (3) months prior to lease Expiration date.

3. Remainder of Lease Effective. Except as expressly amended herein, all other terms and conditions of the Lease are and shall remain in full force and effect, unaffected hereby. This First Amendment shall override and supersede all sections of the Lease in conflict herewith and shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed in the Lease.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Lease on the 10th day of October, 2024.

[SIGNATURES APPEAR ON NEXT PAGE]

[Signature]
[Name]
[Title]
[Address]
[City, State, Zip]
[Phone Number]

PORT OF CAMAS-WASHOUGAL

WEST COLUMBIA GORGE HUMANE SOCIETY

By: _____
Its: _____
Printed Name: _____

By: M. Simeone
Its: EXECUTIVE DIRECTOR
Printed Name: Michelle Simeone

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this ___ day of _____, 2024, before me personally appeared Trang Lam, to me known to be the Chief Executive Officer of the Port of Camas-Washougal, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Port of Camas-Washougal, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Amie Marye Bittle
NOTARY PUBLIC in and for the State of
Washington, residing at Clark County
My commission expires: February 06, 2027

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 10th day of October, 2024, before me personally appeared Michelle Simeone known to be the EXECUTIVE DIRECTOR of WEST COLUMBIA GORGE HUMANE SOCIETY, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

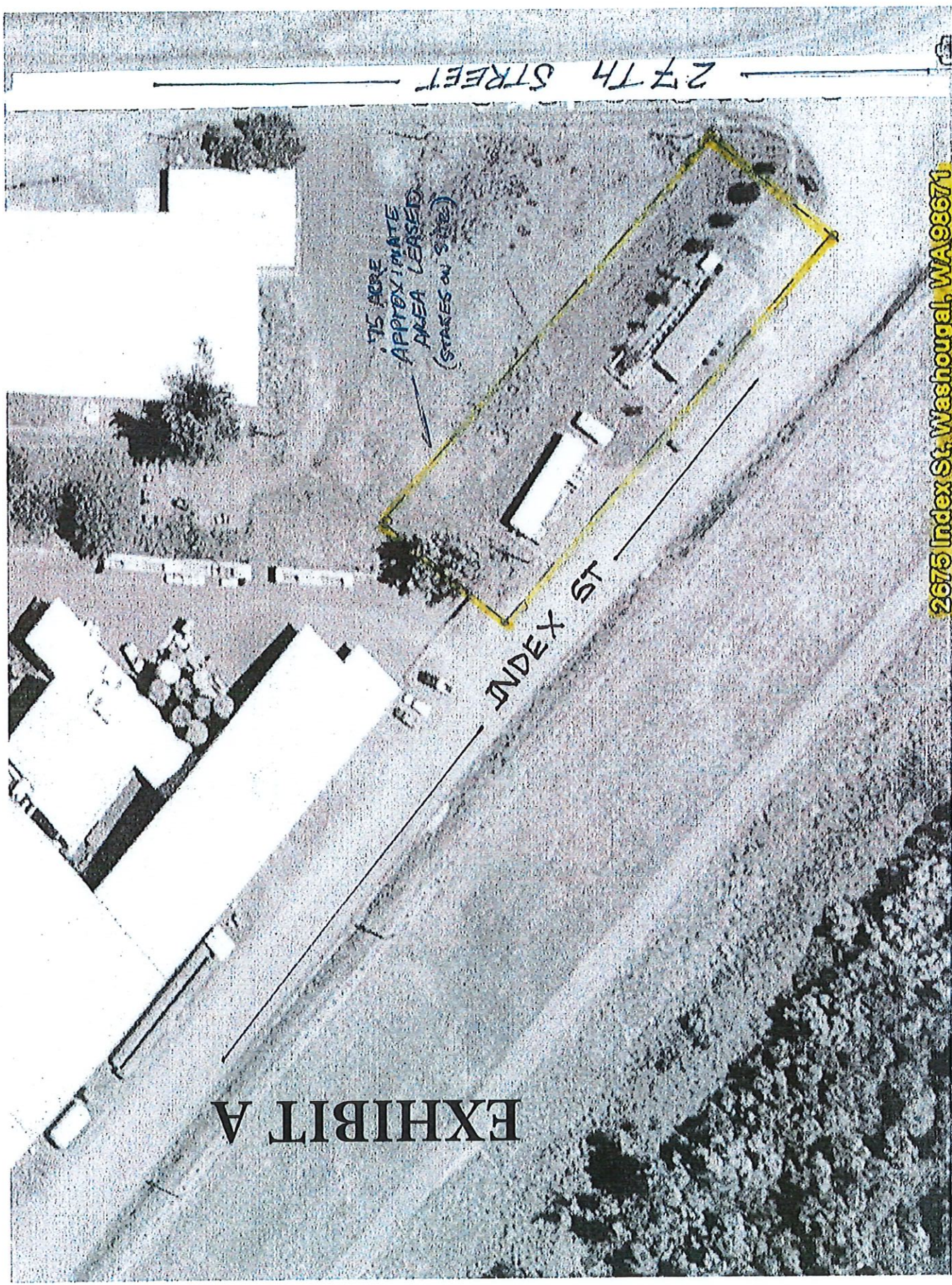
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
STATE OF WASHINGTON
AMIE MARYE BITTLE
MY COMMISSION EXPIRES
FEBRUARY 06, 2027
COMMISSION # 23006917

Amie Marye Bittle
NOTARY PUBLIC in and for the State of
Washington, residing at Clark County
My commission expires: February 06, 2027

Exhibit 'A'

EXHIBIT A



2675 Index St, Washougal, WA 98671

