

PRELIMINARY AGENDA FOR REGULAR MEETING

March 19, 2025

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 Regular Meeting on March 5, 2025.

B. Approval of Checks

C. 41st Street Scope of Work Amendment #2

NEW BUSINESS/DISCUSSION ITEMS

D. Resolution 3-25- Supporting Regional Fire Authority (RFA) Ballot Measure- CEO Trang Lam

E. Lease Termination Building 12-Bay 2 PFS- Director of Business & Real Estate Derek Jaeger

F. Lease-Building 12-Bay 2 Generator Guy- Director of Business & Real Estate Derek Jaeger

G. Project Completion- Black Pearl Pathway- Environmental Project Manager Jennifer Taylor

H. Contract Award- 2025 Slurry Seal Projects- Environmental Project Manager Jennifer Taylor

PUBLIC COMMENT

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

I. Resolution 3-25, Supporting the City of Camas and City of Washougal ballot measure Joint Resolution No. 24-018; 1246 (Proposition No. 1) to create a Regional Fire Authority

a. Commission Introduction

b. Staff Presentation

c. Public Comment on ballot measure

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.

- Comments in support of the Resolution 3-25, which supports the Regional Fire Authority (RFA) ballot issue

- Comments opposing Resolution 3-25

d. Commission Consideration & Vote

J. Lease Termination Building 12-Bay 2 PFS

K. Lease-Building 12-Bay 2 Generator Guy

L. Project Completion- Black Pearl Pathway

M. Contract Award- 2025 Slurry Seal Projects

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

Regular business and meetings that may be attended by members of the Commission:

Date

Meeting

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

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

Meeting ID: 827 7508 8438

Passcode: 433796 or via this video link:

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

**MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
March 5, 2025**

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, March 5, 2025, at 12 p.m.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer Trang Lam, Director of Finance Krista Cagle, Director of Facilities Eric Plantenberg, 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 12:01 p.m. following the Pledge of Allegiance, Commissioner Marshall 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):

No comments.

City of Washougal

City Council Member Ernie Suggs:

Suggs stated there was a great turnout for the City of Washougal's growth management open house last week. Suggs explained they received good input, and the City's staff will start to process the input received. Suggs stated it was great for the Port and City to be able to work together.

CONSENT ITEMS

Minutes & Checks

Cagle explained the differences in the financial reports sent to the commission due to the new accounting software. Cagle stated at the next commission meeting; the process should be fully electronic, although the approvals by the commission will remain written by hand.

The minutes from the Regular Meeting on February 19, 2025, electronic payments, and the issuance of general fund checks 10092-10110 and printed checks 50187-50188 totaling \$162,757.64 were presented for approval. After a brief discussion, Commissioner Spencer made a motion, seconded by Commissioner Keister, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION ITEMS:

41st Street Contract Amendment- Environmental Project Manager Jennifer Taylor:

Taylor stated Mackay Sposito submitted a scope of work amendment to address additional scope based on environmental conditions. Taylor explained wetland impacts were greater than anticipated and triggered additional wetland delineation, a topographic survey, and environmental permitting work, along with a realignment study for the realignment of the road. Taylor stated the results from these studies require additional research and plan coordination, resulting in the

amendment being extended until January 2029, with an estimated completion date in late 2028. Taylor stated the amendment will add \$212,183 to the project budget.

PUBLIC COMMENT #2:

Grove Field Tenant Dave St. Clair:

St. Clair stated Fly It School had been busy with the nice weather, and he noticed a traffic jam at the fueling area. St. Clair explained several pilots have had complaints about the issue.

STAFF REPORTS & COMMENTS

CEO Trang Lam:

Lam stated she had a great conversation with several tenants and stakeholders regarding the Airport. Lam addressed the concerns over the fueling area at Grove Field, stating the Port will figure out short- and long-term solutions. Lam stated Commissioner Spencer had joined her for the recent conversation with airport tenants. Lam also mentioned she had toured Cascadia Tech the other day and spoke about their growth. Lam stated she had concluded her group Strategic Planning focus groups. Lam stated stakeholders, tenants, and property owners adjacent to Port properties received an email and or a letter with a survey to help the Port with the planning process. Lam stated to whoever received a Port Strategic Plan survey that they are due on Friday, March 7. Lam stated that Taylor and she will be heading to the Port of Skamania tomorrow. Lam explained the Port of Skamania and Port of Camas-Washougal have a tenant in common, which is American Cruise Lines.

Director of Finance Krista Cagle:

Cagle stated staff had only completed accounts payable in the new accounting software. Cagle explained that once staff have everything loaded and verified, the information is accurate, she will then share with the commissioners on their dashboard in the software.

Director of Facilities Eric Plantenberg:

Platenberg stated he and Director of Business & Real Estate Jaeger attended the Humane Society's event this past weekend. Plantenberg stated the maintenance team is halfway through their asset inspections. Plantenberg stated the Port's new boathouse should be shipped this week.

Environmental Project Manager Jennifer Taylor:

Taylor stated the Port is currently waiting on the Department of Labor & Industries to approve 2024 projects so they can be presented to commission for final approval. Taylor also stated the Port had just completed the bid process for the slurry seal projects and will be coming to commission for the award soon.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Keister:

Keister stated he attended the RTC meeting last night and discussed state funding. Keister stated the word from Washington is to continue as usual until you are told otherwise. Keister stated that tomorrow he will attend the Columbia River Economic Development meeting. Keister also mentioned the Slough Bridge was brought up by WSDOT yesterday without encouragement.

Commissioner Spencer:

Spencer stated he had joined Lam to discuss the Airport for Strategic Planning purposes.

Commissioner Marshall:

Marshall stated she had attended the Regional Economic Forecast event, and their message was uncertainty. Marshall stated there was discussion on how tariffs will impact things locally and regionally.

The meeting was adjourned at 12:30 pm.

TO: PORT OF CAMAS WASHOUGAL
Attn: Jennifer Taylor
Environmental/Projects
Port of Camas-Washougal
24 South A Street
Washougal, WA 98671

DATE: FEBRUARY 6, 2025

SCOPE AMENDMENT # 2

FOR: 18041
Port of Camas-Washougal - 41st Street

All terms and conditions of the Contract dated 01/18/2023 shall apply to this authorization to provide necessary professional services and professional costs to perform the following task(s). Per the signed contract, extra services will be billed on a time-and-materials basis. However, for budgeting purposes an estimated date and cost to complete the tasks are provided below.

DESCRIPTION OF SCOPE AMENDMENT	AMOUNT
• Scope Amendment #2 – See Scope of Work and Summary attached.	\$212,183.27
TOTAL	\$ 212,183.27

Original Contract Amount	\$ 548,288.00
Previous Scope Amendments Subtotal	\$ 18,650.00
Total Contract Amount to Date	\$ 566,938.00
Current Scope Amendment Amount	\$ 212,183.27
Revised Contract Amount	\$ 779,121.27

Estimated Completion Date: 1/31/2029

Work Authorized By: _____
CLIENT REPRESENTATIVE SIGNATURE

COMPANY _____

Printed Name: _____

Date: _____

Work Authorized By: _____
MACKEY SPOSITO REPRESENTATIVE SIGNATURE

Printed Name: _____

Date: _____

February 6, 2025

Jennifer Taylor

Port of Camas-Washougal
24 South A Street
Washougal, WA 98674
360-335-3685

Dear Jennifer,

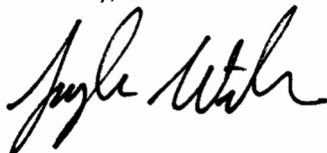
Thank you to you and the Port of Camas Washougal for your partnership in delivering the 41st Street project. It has been a very exciting and rewarding project to be a part of, and we look forward to continuing to work with you to complete the design phase and move into construction.

The project began with the wetland impacts/expanse being far greater than expected which triggered additional wetland delineation, topographic survey, and environmental permitting work, and an alignment study for the realignment of the road, which was not anticipated. Since then, the geotechnical studies and report resulted in the need for preloading the site to avoid future settlement and damage to the proposed road. This work also required additional research, coordination and the need for a preloading plan and cost estimate.

As the project design has evolved based on environmental and geological conditions, we respectfully request a contract amendment to incorporate additions to our scope of work that were not anticipated during initial scoping. This scope and fee document outlines original scope assumptions and defines those tasks and the additional consultant fees.

Thank you for your consideration, and please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Taylor Wilson', written in a cursive style.

Taylor Wilson, PE
Project Manager
MacKay+Sposito

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Scope Amendment #2 – Scope of Work

**Port of Camas-Washougal
SE 41ST Street**

1.0 ADDITIONAL PROJECT MANAGEMENT

The original scope of work assumed a two-year project management duration, which was used as a baseline assumption to estimate consultant fees for project management, administration, team meetings, and subconsultant coordination under the Project Management task. Work began in earnest in January 2023 and construction is now anticipated to extend into 2028, more than 2 years longer than initially anticipated. We are requesting additional fees to cover the added costs of the following tasks for an additional twelve-month duration. This also assumes that there will be little to no project management tasks required during an estimated twelve-month duration during which the project will be under USACE/NMFS review with no other design or coordination tasks taking place.

In addition to the fees requested, we also need to extend the expiration date. The expiration date of the original contract is January 31, 2025. **Given that construction may end up extending into late 2028, We are requesting a revised contract expiration date of January 31, 2029.**

1.1 PROJECT ADMINISTRATION (ADDING TO EXISTING LINE ITEM)

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period for MSi and all subconsultants, and the schedule status of critical tasks. Invoicing will include the date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, total cost for labor and expenses for the billing period, subconsultants fees and total amounts summarizing labor, expenses and subconsultants fees.
- Furthermore, a status report will accompany monthly invoices. The report will include the dates covered by the status report, brief summary of work performed, a notice to The Port raising any issues or concerns that may require a contract amendment/supplement, a brief summary of completed/upcoming project milestones and action items needed by The Port for project delivery.
- Maintain all documentation. Provide copies of project files and records to The Port upon request. All final documents shall be provided in electronic format.

1.2 PROJECT SCHEDULING (ADDING TO EXISTING LINE ITEM)

- Provide three (3) additional updates to the project schedule to reflect project milestones and timeline changes.

1.3 PROJECT TEAM MEETINGS (ADDING TO EXISTING LINE ITEM)

- Schedule, prepare agendas and minutes (including task log updates), and lead monthly project team meetings (bi-weekly as needed) with The Port. This task includes a project kick-off meeting, monthly progress meetings, and review meetings at each submittal phase. Review meetings are assumed to be in-person.

- Organize and hold project coordination meetings with key project team members as well as representatives from The Port and other agencies as needed. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.

Additional Meetings Schedule				
Type	Format	Frequency	Participants	# Mtgs
Bi-weekly Progress Meetings w/Port	Virtual	Bi-Weekly, 1 Hour	Up to two MSi team members	11
Team Meetings	Virtual	As required	Select Team Leads	15

1.4 SUBCONSULTANT COORDINATION (ADDING TO EXISTING LINE ITEM)

- General additional subconsultant coordination time needed due to the extended project schedule (meetings, updates, invoicing, etc.)

TASK 1 DELIVERABLES

- Ten Additional Monthly Invoices and Progress Reports*
- Three Additional Baseline Project Schedule Updates*
- Meeting Agendas, Minutes, and Task Log Updates*

TASK 1 ASSUMPTIONS

- Additional ten-month project management duration, with project completion in Late 2028.
- Little to no project management tasks required during an estimated twelve-month duration during which the project will be under USACE/NMFS review with no other design or coordination tasks taking place.

2.0 QUALITY ASSURANCE AND QUALITY CONTROL

2.1 PRIME CONSULTANT QA/QC (ADDING TO EXISTING LINE ITEM)

- This task includes additional quality assurance and quality control hours needed to review preloading engineering design plans.

2.2 SUBCONSULTANT DELIVERABLE REVIEW (ADDING TO EXISTING LINE ITEM)

- This task includes additional quality assurance and quality control hours needed to review additional deliverables for from subconsultants.

3.0 GEOTECHNICAL INVESTIGATION AND CONSTRUCTION SUPPORT SERVICES (CENTRAL GEOTECHNICAL SERVICES)

Please refer to Appendix A for geotechnical investigation additional scope of work.

4.0 WETLAND DELINEATION (ECOLOGICAL LAND SERVICES)

Please refer to Appendix B for wetland delineation scope of work tasks and associated fees.

6.0 LAND SURVEYING

6.1 SETTLEMENT MONITORING (NEW LINE ITEM)

- This task covers the following additional land surveying work:
- Additional survey work was triggered to assist ELS fieldwork due to wetland expansion.
- Preloading settlement monitoring: Settlement monitoring plates (up to eight) will be installed before placing preloading material and twice weekly during fill placement, to continue for one month after completion, and once weekly thereafter for the duration of the preloading (up to 6 months but could extend to 12 months (see contingency)).

6.2 BOUNDARY LINE ADJUSTMENT (NEW LINE ITEM)

- Prepare, submit, and process a Boundary Line Adjustment between the impacted parcels (assuming 11 parcels).
- Draft exhibits showing existing and proposed conditions and parcel lines are required by the BLA application.
- Prepare and record the 11 proposed BLA parcel descriptions and associated exhibits.
- Coordinate the submittal process with the City of Washougal and record BLA packet with the County.

TASK 6 DELIVERABLES:

- *Topographic survey file in CAD and PDF format*
- *Bi-weekly settlement analysis reports which identify site settlement.*
- *Recorded BLA*

TASK 6 ASSUMPTIONS:

- *Brush to be cleared by the Port maintenance team prior to topographic survey work.*
- *Monitoring duration to be determined by CGS (but could extend up to 12 months).*
- *The BLA will not require monumentation or a record of survey. The City/County have not required them for past BLAs on this property, therefore we do not anticipate one being required on this project.*

7.0 LAND USE PERMITTING

7.3 TYPE II LAND USE PERMIT (DEDUCTING FROM EXISTING LINE ITEM)

- The original scope of work included the following tasks:
 - MSi will prepare and process a Pre-Application request, with all required supporting documents, to the City of Washougal.
 - Prepare and process Critical Area Permit.
 - MSi will prepare and process a Type II Land Use Application, with all required supporting documents, to the City of Washougal. (THIS TASK IS REMOVED AND A CREDIT PROVIDED WITH THIS SCOPE AMENDMENT)

Following the preapplication conference with the City, it was determined that a Type II Land Use Application is not required for the project. The pre-application and critical areas permit tasks have been completed. This task removes the Type II Land Use Application scope of work and provides an associated fee credit.

10.0 CIVIL ENGINEERING

10.8 30% CIVIL DESIGN - ALIGNMENT STUDY (NEW LINE ITEM)

Early in the project during the wetland delineation phase, it was determined that the wetland limits had increased significantly compared to what was assumed during original contract development. As a condition of permit approval, the USACE requires that the proposed design consider all opportunities to minimize wetland impacts. This resulted in the need to revisit the alignment to fulfill permitting agency requirements and in an effort to keep wetland impact below 0.5 acres to minimize the permitting requirements, costs, and schedule impacts. This was unanticipated and resulted in additional engineering work as follows:

- Review design alternatives for wetland crossing.
- Design alignment options based on minimizing wetland impacts as well as truck turning movement analysis.
- Create corridors and grading concepts for alignment options to check wetland impacts.
- Revise designs to include walls to reduce impacts.
- Prepare exhibits showing alignment options and impacts for Port review.
- Prepare cost estimate comparisons for the wall and “no wall” options for Port review.
- Additional meetings and coordination triggered as a result of all the above.

10.9 100% DESIGN – PRELOADING (NEW LINE ITEM)

As noted, the original scope did not include the preparation of a preloading plan and estimate of probable costs. Based on the findings by CGS, it was recommended that preloading of the site be implemented to provide the necessary settlement to avoid future failure of the proposed road. Through collaboration with CGS we propose the preparation of plans detailing the preloading of the site prior to road construction. The sheets will contain a plan view with sections, details and specifications for implementation. Prepare the 90% and 100% preloading design and estimate.

- Package for submittal to the City of Washougal
- Review, coordinate, and address Port and City review comments

TASK 10 DELIVERABLES:

- *Preparation of exhibits showing alignment options, grading, wall options and wetland impacts.*
- *Preparation of estimates of probable cost for the alignment options*
- *Additional Preloading plan sheets showing material placement sections, details and specifications*
- *Preloading estimate of probable construction cost. Updates to overall project cost estimate will also be made at this time.*

TASK 10 ASSUMPTIONS:

- *Estimates of the Probable Construction Cost will be based on unit prices from recent similar projects.*
- *The preloading plan will be based on recommendations by Central Geotechnical Services.*

- *This plan set is assumed to be approximately 6 sheets, including the following:*
 - *Cover Sheet*
 - *General Notes*
 - *Grading Plan*
 - *Erosion Control Plan*
 - *Detail Sheets, as needed*

13.0 CONSTRUCTION MANAGEMENT SERVICES – (ADDING TO EXISTING TASK)

Adjustments to the project schedule as a result of environmental permitting timelines have pushed construction out approximately 3 years from the originally expected timeline. To account for that, a 5% cost escalation for each year of construction delay has been applied to the original budget. This will account for future rate increases.

16.0 ENVIRONMENTAL CONTINGENCY

16.1 USACE 404 WETLAND PERMIT - (ADDING TO EXISTING LINE ITEM)

Following the updated Geotechnical Report (April 2024), which recommended significantly more pre-loading, additional wetland impacts are now proposed. MacKay Sposito will coordinate with the internal team and the Port of Camas Washougal to revise the previously submitted JPA and Mitigation Bank Use Plan, including the figures. MacKay Sposito will also prepare a 404(b)(1) alternatives analysis for an Individual Permit. In addition, impacts now exceed the Ecology review threshold, and an individual 401 review by Ecology will be required (which was previously excluded from the scope of work); coordination/documentation for an individual 401 is included.

TASK 16 DELIVERABLES:

- *Revised JPA and Bank Use Plan, including the figures*

TASK 16 ASSUMPTIONS:

- *A site visit is not included.*
- Includes a maximum of 4 hours of coordination with the US Army Corps of Engineers and 4 hours of coordination with Ecology.

17.0 LAND SURVEYING CONTINGENCY (NEW TASK)

This task covers the following additional land surveying work:

- Preloading settlement monitoring: Settlement plates will be monitored once weekly for an extended period exceeding the 6-month period covered in TASK 6.0 for up to 12 months (an additional 6 months) as required.

TASK 17 DELIVERABLES:

- *Bi-weekly settlement analysis reports which identify site settlement.*

TASK 17 ASSUMPTIONS:

- *Monitoring duration to be determined by CGS in addition to that 6-month period covered in TASK 6.0*

APPENDICES

APPENDIX A: GEOTECHNICAL - (CENTRAL GEOTECHNICAL SERVICES)

October 22, 2024

MacKay & Sposito, Inc.
18405 SE Mill Plain Boulevard, Suite 100
Vancouver, Washington 98683

SEE HIGHLIGHTED SECTIONS FOR
INFORMATION RELEVANT TO THIS
CHANGE ORDER.

-TAYLOR WILSON, PE
PROJECT MANAGER
MACKAY SPOSITO

Attention: Gregory Oehley, PE

Subject: Pavement Design Services -Scope and Fee Adjustment
SE 41st Extension
Port of Camas-Washougal, Washington
CGS Project No. PortCamas-1-01

INTRODUCTION

Central Geotechnical Services, LLC (CGS) is pleased to submit this scope and fee adjustment for the geotechnical services scope on the SE 41st Extension project. We have completed the initial fieldwork at the project site. We have provided information to the design team and completed our report. This revision is an adjustment to our current contract executed February 21, 2023 for a total of \$49,100 which included \$30,500 for Investigation and Report and \$18,600 for Construction Observation Services, as well as our requested scope and fee adjustment dated September 4, 2024 for \$3,500. To date the Investigation and report phase is complete and the construction observation services portion of the project is yet to commence.

Based on our subsurface explorations, the subsurface conditions include very soft to soft soil conditions. Explorations completed along the road alignment by CGS, and previous borings completed in the site vicinity by Columbia West Engineering in 2012, were terminated in soft soils to depths of up to 31.5 feet below ground surface (bgs). Cone Penetrometer Tests (CPTs) conducted by Columbia West in 2012 to the west of the proposed road alignment indicated soft soils were observed to a depth of 67 feet bgs. Subsequently, there is a high potential for uneven settlement because of road construction. To assist in understanding the poor soil conditions, we completed unanticipated, detailed settlement and pre-loading analysis and have provided a geotechnical engineering report dated September 6, 2024. These analyses were based on information at the center of the alignment and from soil borings by others that were not within the alignment. Accordingly, the estimates for settlement provided in our report are based on some assumed soil conditions.

Based on discussions with the Port of Camas-Washougal and Mackay Sposito in a meeting on October 3, 2024 about the uncertainties to the depth of gravel along the proposed road alignment, we are requesting an additional scope and fee adjustment to conduct explorations along the road alignment to depths of up to 100 feet bgs to verify the depth of the soft soils on site. alignment. Accordingly, a, more refined settlement estimates can be conducted to further understand the estimated time pre-loading may be needed to reduce the amount of uneven settlement along the road alignment. Furthermore, we are providing an estimate for additional construction observation services related to preloading evaluation and reporting.





Our detailed account for proposed changes are included below.

CURRENT SCOPE OF WORK AND BUDGET

Original scope of work (Executed February 21, 2023)

- Complete onsite explorations.
- Perform laboratory testing including moisture content, sieve analysis, and Atterberg limits testing.
- Provide geotechnical recommendation for utility trench construction.
- Review proposed traffic information to be provided by the design team and estimate pavement design ESAL.
- Provide pavement design recommendations.
- Provide recommendations for site grading and subgrade preparation.
- Provide recommendations for material and construction specifications.
- Complete a draft and final geotechnical design report.

Amendment: Complete settlement analysis for various pre-load heights and pre-load materials. (Dated September 4, 2024)

- Perform calculations and consultation for settlement to occur under various scenarios.
- Provide settlement monitoring recommendations.
- Note: Amendment for Investigation and Report. Construction Observation Services portion of fee may result in a scope and fee amendment in the future as settlement monitoring was not originally included.

Amendment: Complete Observation of various stockpiles currently on site and complete explorations and further settlement analysis.

- Observe Port personnel excavate into various stockpiles and collect bulk samples from the stockpiles to provide recommendations for use as pre-load material.
- Perform laboratory testing on bulk samples collected from the stockpiles.
- Complete public utility locate requests.
- Perform up to four Cone Penetrometer Tests (CPTs) to a maximum depth of 100 feet below ground surface (bgs) along the road alignment. CPTs will include pore water dissipation to observe groundwater levels at the time of the explorations.
- Perform calculations and consultation to further investigate and refine our settlement analysis under various scenarios utilizing the CPT data.
- Provide a report addendum that includes settlement estimates and recommendations for the onsite material to be utilized as pre-load material.



Amendment: Construction Observation Services for Pre-loading.

- Observe placement of pre-load material and conduct moisture and density testing along the road alignment every 2 to 3 feet
- We have assumed construction observation of the pre-loading will be conducted in up to 4 extended part-time site visits. Extended part-time site visits will take approximately up to 6 hours to complete, including travel to and from the site, time on-site, and completing a field report of the on-site activities observed.
- Review settlement monitoring data provided to CGS by the contractor. In order to provide a cost estimate, we have assumed settlement monitoring will be for less than 12 months. This cost estimate is included in the project management time in the table below.

SUMMARY

- Total budget approved to date: \$49,100
 - Investigation and report budget: \$30,500
 - Construction observation budget: \$18,600
- Investigation and report – Adjustments
 - Adjustment for settlement analysis requested in September: \$3,500
 - Adjustment for additional explorations and analysis: \$23,000
 - Total requested investigation and report budget: \$57,000
- Construction observation – Adjustments
 - General construction testing for aggregate base and asphalt concrete density testing to be provided by others.
 - Modifying scope to include the following:
 - Observation of subgrade prior to placing preload.
 - Observation of preload construction
 - Review of settlement monitoring data provided to CGS by the contractor
 - Observation of subgrade cement amendment
 - Total construction observation budget requested: \$31,400
- Total adjusted contract value: \$88,400

*NOTE: THIS IS THE REVISED TOTAL, NOT THE ADDITIONAL AMOUNT REQUESTED.

**Geotechnical Engineering Services Adjusted Total Cost Breakdown**

Item	Fee
Original Investigation & Report Budget	\$30,500
Additional Budget Requested in September	\$3,500
Subtotal	\$34,000
Additional Budget Requested October	
Field Work to Observe Stockpiles	\$2,200
Laboratory Testing	\$3,500
Memo for Stockpile Observations	\$800
Mark Additional Exploration Locations	\$900
Additional CPTs	\$11,200
Additional Settlement Analysis	\$2,500
<u>Revised Report/Report Addendum</u>	<u>\$1,900</u>
Subtotal	\$23,000
TOTAL for Investigation & Report	\$57,000

Revised Construction Observation Services

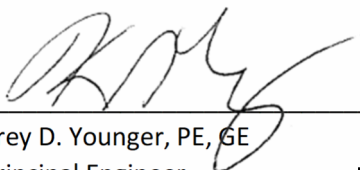
Item	Fee
Full-time Site Visits for Cement Amendment	\$6,900
Extended Part-Time Visits for Pre-loading	\$5,200
Project Management & Settlement Monitoring	\$19,300
TOTAL for Construction Observation Services	\$31,400

CLOSING

ORIGINAL CONTRACT AMOUNT FOR THIS TASK	\$18,600
ADDITIONAL FEE REQUESTED FOR THIS TASK	\$12,800

We appreciate the opportunity to continue to work with Mackay-Sposito. If you have any questions or require additional information, please do not hesitate to call me at 503-866-6667.

Respectfully,


Krey D. Younger, PE, GE
Principal Engineer

TOTAL AMOUNT REQUESTED IN THIS CHANGE ORDER = \$16,300

APPENDIX B: WETLAND DELINEATION - (ECOLOGICAL LAND SERVICES)

Port of Camas Washougal
Project Management

CONTRACT TRACKING MEMORANDUM

NO. 1 – Wetland Delineation

SE 41st Street Engineering Services
Project Number 18041

Purpose: To consistently track known (agreed and negotiated) changes in scope and cost that may later require a change to the Maximum Amount Payable through an approved Scope of Work Amendment, understanding that work is early in the contract life and actual contract changes will not be made at this time.

Consultant Firm: Mackay & Sposito, Inc.
Max Amt Payable: \$548,288.00

Memo No.	Cost Change
1	\$6,061.13
2	
3	
4	
5	
6	
7	

Scope Change:

TASK 04 Wetland Delineation – Ecological Land Services

Description:

Due to unforeseen wetland changes, additional site visits (14h), correspondence (4h), figure and data sheet revisions (10h) were required to complete the CAR.

Deliverable(s):

- Complete delineation report including wetland rating forms, data sheets, and figure set following Corps, Ecology, and City of Washougal.

Schedule Change: Subsequent submittal milestones will coincide with the project's overall design milestones.

This out-of-scope work will be absorbed into the overall project budget if at project completion there is budget remaining. If there is no budget remaining this out-of-scope work will be paid for by the Port.

Staff	Position	Estimated Hours	Approved Rate	Total
Ecological Land Services	Subconsultant			\$6,061.13
Total				\$6,061.13

Consultant:

PM Initials/Date

PM Initials/Date

LC 10.24
Contract Admin. Initials/Date

Contract Admin. Initials/Date

Scope Amendment #2 Fee Proposal Summary

Project Name: 41st Street
 Project Manager: Taylor Wilson
 MSi Job No.: 18041
 Client Job No.:
 Date: 2/6/2025

Task	Description	Total Budget Amount
1.0 - Project Management (additional for extended period)	Project Management	\$ 32,619.00
2.0 - Quality Assurance & Quality Control (additional for preloading)	Quality Assurance & Quality Control	\$ 3,460.00
3.0 - Geotechnical Investigation - Central Geotechnical Services (additional for preloading)	Geotechnical Investigation	\$ 17,930.00
4.0 - Wetland Delineation - Ecological Land Services (previous out-of-scope work)	Wetland Delineation	\$ 6,667.24
6.0 - Land Surveying (additional for preloading)	6.1 - Settlement Monitoring	\$ 68,228.65
7.0 - Land Use Permitting (removed for unnecessary work)	7.3 - Type II Land Use Permit	\$ (8,584.00)
10.0 - Civil Engineering Services (Includes previous tracked out-of scope work triggered by unforeseen wetland issues and additional work due to preloading)	10.8 - 30% Civil Design - Alignment Study	\$ 12,520.25
	10.9 - 100% Civil Design - Preloading	\$ 7,850.00
13.0 - Construction Management Services (cost escalation for work being pushed back to 2027)	CM Services	\$ 14,511.27
	Subtotal:	\$ 155,202.42
Contingency		
16.1 - USACE 404 Wetland Permit - REVISE - (additional for preloading)	Revise due to permanent wetland impacts (if required)	\$ 16,454.00
17.0 - Additional Settlement Monitoring		\$ 40,526.85
	Contingency Subtotal	\$ 56,980.85
	Total:	\$ 212,183.27

**PORT OF CAMAS-WASHOUGAL
RESOLUTION NO. 3-25**

A RESOLUTION supporting the City of Camas and City of Washougal ballot measure Joint Resolution No. 24-018; 1246 (Proposition No. 1) entitled Creation of Camas-Washougal Regional Fire Protection Service Authority, to form a Regional Fire Authority (RFA) to be known as the Camas-Washougal Fire Authority.

WHEREAS, the City of Camas (Camas) and the City of Washougal (Washougal) have been a longstanding cooperative partnership, striving to provide the highest level of fire and emergency medical services to their citizens within the confines of available resources.

WHEREAS, the cooperative partnership began in the 1970s with the provision of a regional ambulance service and culminated with an interlocal agreement in 2014, which provided for a consolidation of services as the Camas-Washougal Fire Department, with Camas providing services to Washougal.

WHEREAS, the Port of Camas-Washougal district includes Camas, Washougal and a portion of eastern Clark County and is served by the Camas-Washougal Fire Department within the city boundaries.

WHEREAS, while the cooperative partnership through the Camas-Washougal Fire Department has served the public well for many years, as a result of the needs of a growing community and demands for enhanced fire and emergency medical services, Camas and Washougal have determined that it is in the public interest to place a measure before the voters that if approved would result in the formation of a RFA.

WHEREAS, Camas and Washougal will have the formation of the RFA measure on the April 22, 2025 special election ballot.

WHEREAS, prior to the Port Commission's consideration of and vote on this Resolution, affecting a ballot proposition, the Port (a) issued proper notice of this meeting which included the titles and ballot numbers of these propositions, and (b) afforded members of the public and the individual Commissioners with an approximately equal opportunity for the expression of an opposing view all pursuant to RCW 42.17A.555.

NOW, THEREFORE BE IT RESOLVED that the Port of Camas-Washougal supports Camas' and Washougal's ballot measure Joint Resolution No. 24-018; 1246 (Proposition No. 1) , entitled Creation of Camas-Washougal Regional Fire Protection Service Authority to form a RFA to be known as the Camas-Washougal Fire Authority.

ADOPTED this 19th day of March, 2025 by the Port of Camas-Washougal Commission.

Cassi Marshall

Larry Keister

John Spencer

Port of Camas-Washougal Staff Report

ITEM TITLE:

COMMISSION MEETING DATE:

DEPARTMENT:

SUBMITTED BY:

STAFF RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

Port of Camas-Washougal Staff Report

ITEM TITLE: Lease-Bldg 12, Bay 2 - Generator Guy

COMMISSION MEETING DATE: 3/19/25

DEPARTMENT: Business Development

SUBMITTED BY: Derek Jaeger

STAFF RECOMMENDATION:

Approval of Lease - Building 12, Bay 2 for Generator Guy

SUMMARY:

This item was discussed at the December 17, 2024, meeting. You can find the item packet here – <https://portcw.com/docs/agendas/2024/December%2017%2C%202024%20WEBSITE%20Packet..pdf>

Due to delays in the existing tenant PFS move-out, the Generator Guy lease language adjusted to reflect a commencement date of April 1, 2025 instead of February 1, 2025. Additionally, language was included to permit prorated rent for April, should the move in be delayed, at the Port's discretion. All other terms of the lease remain unchanged.

BUDGET IMPACT:

Yr 1: \$3,412.50/mo (\$0.91/SF)
Yr 2: \$3,514.88/mo (\$0.94/SF)
Yr 3: \$3,620.32/mo (\$0.97/SF)
Yr 4: \$3,728.93/mo (\$0.99/SF)
Yr 5: \$3,840.80/mo (\$1.02/SF)

STRATEGIC PLAN or OTHER PLANS:

Operate industrial properties in an economically sustainable manner.

SUSTAINABILITY IMPLICATIONS:

None.

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

None.

**LEASE
BUILDING 12**

THIS LEASE is made and entered into this day by and between the PORT OF CAMAS-WASHOUGAL, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter called "Lessor", and Generator Guy LLC, a Washington limited liability corporation authorized to engage in business and engaging in business in the State of Washington, hereinafter called "Lessee" ("Lease").

WITNESSETH:

Section 1. PREMISES LEASED: For and in consideration of the payment by Lessee of the rentals hereinafter specified, and performance by Lessee of the covenants and obligations hereinafter provided to be kept and performed by Lessee, Lessor does hereby lease, demise and let unto Lessee, Lessor's Industrial Building No. 12, bay 2 (approximately 3,750 sf), and adjoining yard area, located at 3830 S Truman Street, Washougal, Clark County, Washington 98671, as shown in Exhibit "A" attached hereto and incorporated by this reference (hereinafter called the "Premises"). Lessee shall, in addition, have a right-of-way in common with others over and across private roads and streets giving access to the leased Premises, which right-of-way shall terminate in the event such private roads and streets are dedicated to the public.

Section 2. TERM: The term of this Lease shall commence on April 1, 2025 or as soon thereafter as Premises are available for occupancy ("Commencement Date") and shall terminate on March 31, 2028, provided however, if Tenant occupancy is delayed beyond April 1, 2025 due to Premises not ready for occupancy as determined by the Lessor, in Lessor's sole discretion, then the rent and taxes, assessments and other charges required to be paid hereunder by Lessee to Lessor shall be prorated for each day occupancy is delayed.

The term of this Lease may be extended for one (1) additional period of two (2) years upon the following conditions. Each such extension shall be subject to the mutual agreement of Lessor and Lessee, each in its sole and absolute discretion. Lessee shall give Lessor written notice ninety (90) days prior to the expiration of the then current term regarding Lessee's intent to extend the Lessor vacate the Premises upon expiration of the then current term. Each extension shall be on the same terms, covenants, and conditions as provided in this Lease. Lessee shall not be entitled to extend if Lessee is in default under any term of this Lease at the time the extension notice is given (ninety (90) days prior to the expiration of the then current term) and the default is not cured sixty (60) days prior to the expiration of the of the then current term.

The absence of timely notice from Lessee will be deemed to be notice that Lessee intends to vacate the Premises upon expiration of the then current term.

If Lessee holds over after the expiration or termination of the term with Lessor's consent such tenancy shall be deemed to be a holdover tenancy on a month-to-month basis. All other terms, covenants, and conditions of the Lease shall remain in effect, except that rent shall be increased by the same percentage as at the beginning of the last lease year. If Lessee holds over after the expiration or termination of the term without Lessor's consent, then such tenancy shall be deemed a holdover tenancy on a month-to-month basis, on the terms, covenants, and conditions of this Lease in effect at the expiration or termination of the term, except that rent shall be increased to 200% of the rent last payable under this Lease. This section does not grant any right to Lessee to holdover, and Lessee is liable to Lessor for any and all damages and expenses of Lessor as a result of any holdover.

Section 3. POSSESSION: Lessee shall have the right to possession of the Premises

pursuant to this Lease commencing on the Commencement Date of the Lease term.

Section 4. RENT: Lessee shall pay to Lessor, without any notice or demand, and without setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the Premises in the following monthly rent:

Rent for April 1, 2025 – March 31, 2026:	\$3,412.50 per month
Rent for April 1, 2026 – March 31, 2027:	\$3,514.88. per month
Rent for April 1, 2027 – March 31, 2028:	\$3,620.32 per month

1st Extension Period:

Rent for April 1, 2028 – March 31, 2029:	\$3,728.93 per month
Rent for April 1, 2029 – March 31, 2030:	\$3,840.80 per month

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased Premises, which tax is currently 12.84% of the monthly rental payment. Rental payments are payable in advance on the 1st day of each month during the term of this Lease.

Lessee agrees to pay a late charge, in an amount equal to 7% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in full by Lessor by the tenth day of the month.

Section 5. PREPAID RENT AND SECURITY DEPOSIT: Upon execution of this Lease, and in lieu of a lease bond otherwise required pursuant to RCW 53.08.085, Lessee shall deposit with Lessor the first month's base rent and leasehold excise tax in the amount of \$3,850.67 plus \$4,333.96 towards a total security deposit in an amount equal to last month rent and leasehold excise tax (the "Security Deposit"). The Security Deposit shall be held by Lessor upon the following terms and conditions:

A. The Security Deposit is given to secure Lessee's performance of all

obligations under this Lease, including without limitation, the payment of rent under Section 4, the use requirements of Section 10, and the utility provisions of Section 7.

B. Lessor shall maintain the security deposit as part of its general funds and not in a separate account for this deposit, with all interest attributable to the Lessor only.

C. Upon the expiration or sooner termination of this Lease, Lessee shall only be entitled to return of said Security Deposit if all conditions of this Lease have been complied with, and the leased Premises has been returned to Lessor in its original and sound condition, free of debris, refuse, contamination and other materials and in accordance with Section 13. Lessor shall have the right to deduct all costs and damages resulting from Lessee's breach of any portions of this Lease from the security deposit, and any interest thereon, to the maximum amount held by Lessor. Lessee shall be entitled to a refund of all or any portion of the security deposit which is not necessary to compensate Lessor for Lessee's breach, ninety (90) days from Lessee's vacation of the Premises.

D. Nothing herein shall be construed to limit Lessor's right to seek other remedies, as authorized by law or this Lease, for damages to the leased Premises or violation of this Lease.

Section 6. **LEASE BOND:** Intentionally omitted

Section 7. **TAXES AND UTILITIES:**

Lessee shall pay all charges and assessments for or related to electricity, water, sewer, garbage disposal, phone, cable, and any and all other utilities and services which shall, during the term of this Lease, be charged or imposed upon the Premises.

Lessee shall pay all taxes, assessments, and other expenses arising from Lessee's possession of the Premises, or operation of Lessee's business on the Premises, or are required

because of Lessee's operations to make the property conform to government regulations, or which are imposed upon Lessee or Lessor due to the existence of this Lease.

Lessee shall pay and discharge promptly, as the same becomes due and before delinquency, the taxes, assessments and other charges as described herein Lessee shall pay, upon demand, the taxes, assessments and other charges on behalf of Lessor, or if this is not permitted by law, Lessee shall reimburse Lessor for the amount of any such tax, assessment and other charge paid by Lessor, provided that Lessee shall have the right to contest any such tax or assessment at its own expense.

Section 8. LIENS: Lessee shall keep the Premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the Premises, or in connection with any operations of Lessee, or any alteration, improvement, repair, or addition which Lessee may make, permit, or cause to be made or any work or construction by, for, or permitted by Lessee on or about the Premises. Lessor shall not be responsible for liens caused by Lessee's activities on the Premises.

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the

responsibility of Lessee in this section is filed against Lessor or any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Lessor to Lessee, in the manner provided in Section 26, of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

Section 9. **CONTESTING LIENS AND TAXES:** Lessee may contest any lien set forth in Section 8 or any tax, assessment, or other charge which Lessee shall pay under Section 7, provided that Lessee notifies Lessor, in the manner provided in Section 26, of their intention to do so within sixty (60) days of the filing of such lien or within thirty (30) days of receipt of notice of such tax, assessment, or other charge; and provided further that Lessee posts a bond or other security with Lessor, prior to the contest, in an amount equal to the amount of the contested lien or tax, assessment, or other charge.

Within sixty (60) days of the determination of its validity, Lessee shall satisfy and discharge any remaining lien, or pay and discharge any remaining assessment, or other charge, and all penalties, interest, and costs in connection therewith. Satisfaction and discharge shall not be delayed until execution is had on any judgment rendered, nor shall satisfaction, payment and discharge be delayed until sale is made of the whole or any part of the Premises on account thereof. Any such delay shall be a default of Lessee under this Lease.

In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting therefrom.

Section 10. **USE OF PREMISES:** Lessee covenants and agrees as follows:

- A. To actively and continuously use the Premises throughout the term of this

Lease solely for generator repair in the course of Lessee's business and other uses incidental to Lessee's business. Lessee's use and all equipment utilized by Lessee within the Premises shall fully comply with all local, State, and/or federal requirements and, in addition, Lessee shall have procured in advance all necessary permits or authorizations for such use from any local, state or federal agency, including, but not limited to, approval for the intended use from the Washougal Fire and Building Department prior to occupancy. Lessee shall not use the Premises for other purposes without Lessor's prior written consent.

B. To use the adjoining front yard area for employee and guest parking, and to use the adjoining rear yard area for shipping and receiving of equipment and other goods in the course of Lessee's business, and temporary short-term staging of goods and equipment in connection with such shipping and receiving operations. Except as expressly permitted in this section, no equipment or other goods shall be stored in the rear yard area beyond the time reasonably necessary for a shipping or receiving operation. Except as expressly permitted in this section, Lessee shall not use any yard area for overnight parking, or storage of any vehicles, campers, boats, or trailers, or containers, sheds, or drums, or any other storage of any other thing whatsoever. Lessee shall at all times keep all yard areas area in good, clean, neat, orderly, and safe condition, free of any debris, and free of any material deemed objectionable by Lessor.

C. Not to use or occupy the Premises, or permit the Premises to be used or occupied, for other than legal purposes, or in a manner which shall violate any certificate of occupancy in force relating to any building or improvement hereafter erected thereon;

D. To conform to and abide by all lawful rules, laws and regulations in connection with the use of said Premises and the operation of Lessee's business thereon, and not to permit said Premises to be used in violation of any lawful rule, law, regulation or other

authority; and

E. Not to commit or permit any waste of the leased Premises nor commit or permit the maintenance or commission of any nuisance on the Premises.

F. Lessee will actively employ approximately 5 personnel in support of business operations of Premises.

Section 11. **NO REPRESENTATION:** Lessee has leased the Premises after an opportunity for examination thereof and of the subsurface conditions beneath the same, and without any representation on the part of Lessor, except that Lessor states that it has no knowledge of any release of hazardous materials or the presence of any hazardous materials on the Premises as of the date of the commencement of the Lease term. As used in this Lease, the term “hazardous substances” or “hazardous materials” means any hazardous or toxic substances, materials or waste, including but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes as are or become regulated under any applicable local, state or federal law. Subject to Lessor’s obligations under this Lease, Lessee assumes the sole responsibility for the condition, operation, maintenance and management of the leased Premises.

Section 12. **IMPROVEMENTS:**

A. Lessee shall not make any changes, alterations, or improvements to the leased Premises or surrounding yard area (“Tenant Improvements”) without the written consent of the Lessor being first obtained, which shall not be unreasonably withheld, conditioned or delayed.

All Tenant Improvements shall be performed by Lessee at its cost, and in compliance with all applicable law, including but not limited to all applicable building permit processes.

In the event Lessor consents to a proposed Tenant Improvement, such consent shall include Lessor's written determination as to whether Lessee shall be required to remove said improvement at the expiration or termination of this Lease. In the event no such written determination exists as to any proposed Tenant Improvement made during the course of this Lease, then at the expiration or other termination of this Lease, all such improvements for which shall remain upon the Premises, shall upon Lessor's determination, as determined in its sole and absolute discretion be either (1) removed and all damage caused to the Premises by the removal be repaired by Lessee at its sole cost and expense, or (2) become the property of Lessor, provided that if such improvement must be removed from the Premises, the Lessor will provide the Lessee with at least sixty (60) days' notice of such requirement.

All machinery, fixtures, portable buildings and equipment installed by Lessee and which are adapted only for the special use of Lessee, shall be considered to be trade fixtures and may be removed at the termination of this Lease by Lessee. Lessee shall at its own expense repair all damage caused by the removal of trade fixtures, and shall restore the Premises to its same condition as immediately prior to such removal.

Section 13. REPAIR AND MAINTENANCE: Lessor shall maintain the roof, outer walls, structural members, exterior plumbing, and landscaping on the Premises at its own expense. Lessee shall be responsible for the cost of any repairs made pursuant to this paragraph which are caused by the intentional or negligent acts of its employees, agents or licensees. Lessee shall complete all repairs within 90 days by a Lessor approved contractor or utilize Lessor maintenance staff at the Lessor contract rate. Lessee agrees to reimburse Lessor for said

repairs immediately upon demand.

Lessor shall have no liability to Lessee for incidental damages or property damage suffered by Lessee as a result of its failure to maintain or repair those portions of the Premises described above, its only obligation being to maintain or repair such portions of the Premises. Lessee agrees to promptly notify Lessor of the need for exterior or structural repairs upon becoming aware of such need.

Except as provided above, Lessee agrees to maintain the Premises and all improvements in a good state of repair and at the termination of this Lease to return the Premises and all improvements and adjoining yard area to Lessor in as good state and condition as the same are in at the time Lessee commences occupying same, reasonable wear and tear from the normal use thereof and fire or other casualty being excepted. Lessee agrees to keep all adjoining yard areas at all times in good, clean, neat, orderly, and safe condition, free from any debris, and free from any material deemed objectionable by Lessor.

Section 14. INDEMNITY: Lessee shall indemnify and save harmless Lessor 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 or about the Premises resulting from the act or omission of Lessee, Lessee's officers, agents, employees, contractors, and sublessees, or of any occupant, visitor, or user of any part of Lessee's Premises. Lessee further covenants and agrees to indemnify and hold Lessor harmless against the claims of all and every person whomsoever arising out of or in any way connected with Lessee's occupation or use of the Premises, except for claims by Lessor's employees or agents for injuries sustained during the course of employment through no fault of Lessee. Lessee shall pay all attorney's fees and other expenses incurred by Lessor in defending any and all suits which may be brought

against Lessor or in which Lessor 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.

Lessor shall indemnify and hold harmless Lessee and its members, managers, directors, officers, employees, and agents, from and against any and all losses, claims, and damages arising from Lessor's gross negligence or intentional misconduct. Except for the gross negligence or intentional misconduct of Lessor or its agents, or employees, Lessor shall not be responsible for or liable for, and Lessee, notwithstanding that joint or concurrent liability may be imposed upon Lessor by a statute or court decision, hereby waives all claims against Lessor for any damage or injury to any person or to any property on or about the Premises subject to this Lease, including liability for costs, attorney's fees and reasonable expenses arising out of said claims.

Lessee covenants and agrees to reimburse Lessor for all costs or expenses of repair or replacement of any of Lessor's property damaged or destroyed as a result of Lessee's use or occupation of the Premises or use of Port property or facilities. Lessee further covenants and agrees to carry liability insurance protecting itself and Lessor from all liability arising out of this Section 14. The provisions of this section shall survive the expiration or earlier termination of this Lease

Section 15. INSURANCE:

A. Lessee shall procure at its sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the term either Comprehensive General Liability insurance or Commercial General Liability insurance applying to the use and occupancy of the Premises and the business operated by Lessee (or any other occupant) on the Premises and providing coverage against all Lessee's liabilities pursuant to this Lease. Such coverage shall have a minimum combined single limit of liability of at least One Million Dollars

(\$1,000,000.00) and such limit shall be increased from time to time to such amount as may be mutually acceptable to Lessor and Lessee in their reasonable judgment. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; shall be endorsed to provide that such coverage shall be primary; and that any insurance maintained by Lessor shall be excess insurance only.

B. Lessee shall furnish Lessor with acceptable evidence that the insurance is in effect and in amounts sufficient to satisfy this section. All insurance policies required by this Section shall provide that they shall not be reduced, canceled or substantially amended or modified as to terms without thirty (30) days advance written notice to Lessor. All insurance policies required to be carried under this lease shall be with recognized insurance carriers, having an A- rating from A. M. Best Company or like or similar rating from an equally recognized rating company acceptable to Lessor, and shall name Lessor as an additional insured. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insured shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Lessor and Lessee if such waiver can be obtained at reasonable cost.

Lessee shall deliver to Lessor on or before the date on which the term commences, and thereafter at least ten (10) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period; and in the event Lessee shall

fail to procure such insurance, or to deliver such policies or certificates and such failure continues for two (2) business days, Lessor may, at its option and in addition to Lessor's other remedies in the event of a default by Lessee hereunder, procure the same for the account of Lessee, and the cost thereof shall be paid to Lessor within ten (10) days following written demand therefor.

Section 16. HAZARDOUS SUBSTANCES- LESSEE'S OBLIGATIONS: Lessee shall not, without Lessor's prior written consent, keep on or about the leased Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful (collectively referred to as "hazardous substances"), and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any hazardous substances, Lessee shall:

A. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

B. Submit to Lessor true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or submitted to the appropriate governmental authorities;

C. Within five (5) days of Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of hazardous substances and provide evidence satisfactory to Lessor of Lessee's compliance with the applicable governmental regulation;

D. Allow Lessor or Lessor's agents or representatives to come on the leased Premises during regular business hours, and after hours with three (3) hours advance notice to

Lessee, except in an emergency, in which immediate case access shall be allowed to check Lessee's compliance with all applicable governmental regulations regarding hazardous substances;

E. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain hazardous substances (if minimum standards or levels are applicable to hazardous substances present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

F. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of hazardous substances.

Any and all costs incurred by Lessor and associated with Lessor's special or non-routine inspection of Lessee's Premises and Lessor's monitoring of Lessee's compliance with this section, and including Lessor's attorneys' fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon demand by Lessor. However, Lessor shall solely bear the expense of inspections made on a routine basis, without reasonable cause to believe that Lessee is in violation of this section.

Lessee shall be fully and completely liable to Lessor for any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation and/or sale of hazardous substances, in or about the leased Premises.

Lessee shall indemnify, defend and save Lessor harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Lessor (as well as Lessor's

attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of hazardous substances.

Upon Lessee's default under this section, in addition to the rights and remedies set forth elsewhere in this Lease, Lessor shall be entitled to the following rights and remedies:

A. At Lessor's option, to terminate this Lease immediately; and

B. To recover any and all damage associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Lessor and other lessees of the leased Premises, and any and all damages and claims asserted by third parties and Lessor's attorneys' fees and costs.

The provisions of this section shall survive the expiration or earlier termination of this Lease

Section 17. ASSIGNMENT/SUBLETTING: Lessee shall not assign this lease nor sublet the whole or any part of the Premises without the prior written consent of Lessor, in its sole and absolute discretion. Any such assignment or sublease shall not relieve Lessee from the responsibility of paying the rentals accruing under this lease or from keeping and performing all other obligations herein imposed upon and assumed by it. It is understood and agreed that any consent by Lessor to any assignment or subletting by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting.

Section 18. QUIET ENJOYMENT:

A. Lessee, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements, and provisions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during

the Lease term, subject to the provisions herein, without hindrance by Lessor.

B. Lessor warrants that it has fee simple title to the Premises and the power and authority to execute this Lease and to carry out and perform all covenants to be performed by it hereunder.

Section 19. ACCESS: Lessor or Lessor's employees and designees shall have the right to enter upon the Premises at all reasonable times to examine the Premises and to exhibit the Premises to prospective purchasers, and prospective lessees, and Lessor shall at all times be provided a key for independent access to the Premises. Any persons other than Lessor or Lessor's employees who need access to the building will at Lessee's request sign a reasonable non-disclosure agreement before entering the building, except in an emergency.

Section 20. CURE BY LESSOR: If Lessee shall default in the performance of any provision under this lease, Lessor, at its option, may perform the same for the account and at the expense of Lessee. Upon notification to Lessee of the cost thereof to Lessor, Lessee shall promptly reimburse Lessor the amount of that cost, plus interest at the rate of twelve (12%) percent per annum from the date of incurring of such cost to the date of repayment. In the event of such default by Lessee, Lessor may enter upon the Premises for the purpose of causing such provisions to be fulfilled. Such entry shall not be deemed an eviction of Lessee. Lessor's action hereunder shall not be deemed a waiver of Lessee's default. Lessor, at its option, without relinquishing any remedy or right, may separately commence proceedings against Lessee for reimbursement of Lessor and for any other remedies for breach of this lease.

Section 21. BANKRUPTCY AND INSOLVENCY: If, after the commencement of the Lease term:

A. Lessee then having the title to the leasehold estate created hereunder shall

while having such title be adjudicated a bankrupt or adjudged to be insolvent; or

B. A receiver or trustee shall be appointed for Lessee's property and affairs; or

C. Lessee shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or

D. Any execution or attachment shall be issued against Lessee or any of Lessee's property, whereby the Premises or any buildings or improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution, or attachment shall not be set aside, vacated, discharged, or bonded within ninety (90) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 21 hereof shall become effective and Lessor shall have the rights and remedies provided therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of a default pursuant to this Section 21, if the rent due and payable hereunder shall continue to be paid and the other covenants, provisions and agreements of this lease on Lessee's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 21 hereof shall not become effective.

Section 22. DEFAULT:

A. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided:

1. The occurrence of any event set forth in Section 24 hereof, without the curing of same within thirty (30) days after receipt by Lessee of notice in writing from Lessor; or

2. The filing of a petition by or against Lessee for adjudication as a bankrupt, or for reorganization or agreement, or for any similar relief, under the Bankruptcy Code as now or hereafter amended; or

3. Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of three (3) business days after receipt by Lessee of notice in writing from Lessor, in the manner provided in Section 26; or

4. Lessee's failure to perform any of the other covenants, provisions, and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of ten (10) business days after receipt by Lessee of notice in writing from Lessor specifying in detail the nature of such failure, or Lessee shall not cure said failure as provided in Paragraph B of this Section 22, then Lessor may, at its option, give to Lessee written notice of election to terminate the Lease term upon a date specified in such notice, which date shall not be less than twenty (20) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Lessee of such notice from Lessor.

Upon the date specified in said notice, the term and estate hereby vested in Lessee shall cease and any and all other right, title, and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Lease term had elapsed, but Lessee shall continue to be liable to Lessor as provided herein. Simultaneously with the sending of the notice to Lessee, as hereinabove provided, Lessor shall send a copy of such notice to any sublessee of the Premises or portions thereof that Lessor may select, in writing from time to time, and any additional persons or parties having an interest in the Premises that Lessor may select, in writing, from time to time. The curing of any default within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any

default hereunder with like effect as if Lessee had cured the same hereunder.

B. In the event that Lessor gives notice of a default of such a nature that it cannot be cured within the period prescribed in Paragraph A4 of this Section 22, then such default shall not be deemed to continue, so long as Lessee, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default under Paragraph A4 of this Section 22 shall be deemed to continue if and so long as Lessee shall be proceeding to cure the same in good faith.

C. In the event that any default of Lessee shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Lessee's right hereunder shall continue unaffected by such default.

D. Upon any termination of the Lease term pursuant to Paragraph A of this Section 22, or at any time thereafter, Lessor may, in addition to and without prejudice to any other rights and remedies Lessor shall have at law or in equity, re-enter the Premises and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by statute relating to summary proceedings, or similar statutes; but Lessee in such case shall remain liable to Lessor as provided herein.

E. In case of any such default, re-entry, termination and/or disposition by summary proceedings:

1. The rent shall become due thereupon and be paid up to the time of such re-entry, termination and/or disposition;

2. Lessor may re-let the Premises or any part thereof, either in the name of Lessor or otherwise, for a term which may, at Lessor's option, be less than or exceed the

period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent, but such re-letting shall not be construed as an acceptance of a surrender of the leasehold interest; and

3. Lessee or the representatives of Lessee shall also pay Lessor as liquidated damages for the failure of Lessee to observe and perform Lessee's covenants herein contained any deficiency between the rent hereby collected on account of the lease of the Premises for each month of the period which would otherwise have constituted the balance of the lease term. In computing liquidated damages, there shall be added to the said deficiency such reasonable expenses and counsel fees as Lessor may incur in connection with the default and re-letting. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.

Lessor, at its option, may make such alterations, repairs, replacements, and/or decorations in the Premises as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Lessee from liability hereunder. Lessor agrees to mitigate in good faith all damages and to re-let the Premises in the event of any default specified herein.

Section 23. WAIVERS: Failure of Lessor to complain of any act or omission on the part of Lessee, no matter how long the same may continue, or the receipt of rent by Lessor with knowledge of any breach or default of this lease by Lessee, shall not be deemed to be a waiver by Lessor of any of its rights herein. No waiver by Lessor at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of any subsequent breach of the

same or any other provision. Failure of Lessor to insist upon strict performance or to exercise any option herein conferred in any one or more instances in the event of default shall not be construed to be a waiver or relinquishment of any such or any other right herein extended to the Lessor.

Section 24. **GOVERNMENTAL REGULATIONS:** During the Lease term, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, and city governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Lease term or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 24.

Section 25. **NOTICE OF LITIGATION AND COUNSEL FEES:**

A. Within ten (10) days of Lessee having knowledge of any litigation or other proceeding that shall be commenced against Lessee or against the Premises to secure or recover possession thereof or that may affect the interests of Lessor in the Premises, Lessee shall give written notice thereof to Lessor.

B. In the event any party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement or condition of this Lease, the prevailing party in said action shall be entitled to recover from the other party costs and reasonable attorney's fees.

C. Notwithstanding anything to the contrary hereinabove contained, in the event that Lessor is made a party to litigation against the Lessee, relating to the Premises, or against the

Premises commenced by a third party, wherein Lessor is not at fault, Lessee shall pay, upon demand, all of Lessor's counsel fees and costs.

Section 26. **NOTICES:** Every notice, consent or other communication authorized or required by this Lease shall be deemed to be sufficient if in writing, and sent postage prepaid by registered or certified mail, return receipt requested, directed to the other party at the address listed below, or at such other address as the other party may designate by notice given from time to time in accordance with this section. In the event a party notifies the other in writing of a change of address in accordance with this section, said address shall substitute for the address listed below for all subsequent notices. Notices shall be deemed effective when personally served, or upon delivery or refusal of delivery by the addressee if mailed in the manner provided by this section:

Lessor:	Port of Camas-Washougal 24 So. "A" Street Washougal, WA 98671
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Lessee:	Generator Guy, LLC. Attn: Brian Stults, President 40605 NE 39 th Street Washougal, WA 98671
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Section 27. **RIGHTS CUMULATIVE:** The rights, powers, and remedies of Lessor, as provided herein, shall be deemed to be cumulative, and no one of them shall be exclusive of any other, or of any other right, power, or remedy allowed by law.

Section 28. **TIME OF THE ESSENCE:** Time and punctual and exact performance and observation by Lessor and Lessee of the provisions herein are of the essence of this Lease.

Section 29. **SEVERABILITY:** In the event that any provision of this Lease shall be declared invalid by any court of competent jurisdiction, such provisions shall be severed from

this Lease, and such declaration shall not affect the remainder of this Lease. This Lease shall remain in full force and effect for the balance of its Lease term.

Section 30. **INTERPRETATION:** Whenever the singular number is used herein, the same shall include the plural, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only. Upon any sale or assignment of the interest of either Lessor or Lessee herein, their respective successors in interest shall, during the term of this ownership of their respective estates herein, be deemed to be Lessor or Lessee, as the case may be.

Section 31. **SUCCESSORS:** All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Lessor, Lessee, and their respective heirs, personal representatives, successors and assigns, and upon any person coming into ownership or possession of any interest in the Premises by operation of law, or otherwise, and shall be construed as covenants running with the land.

Section 32. **ENTIRE AGREEMENT:** This Lease constitutes and shall be construed as the entire agreement of the parties. No oral statement shall have any force or effect. This Lease shall not be modified or canceled except by writing subscribed by Lessor and Lessee.

SIGNATURES ARE ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this lease in duplicate as of the

_____ day of _____, 202~~5~~.

LESSOR:

LESSEE:

PORT OF CAMAS-WASHOUGAL

Generator Guy, LLC

By: _____
Trang Lam, CEO

By: Brian Stults
Brian Stults

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2025, before me personally appeared TRANG LAM, to me known to be the Chief Executive Officer of the Port of Camas-Washougal, 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 was authorized to execute said instrument.

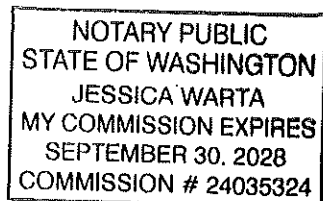
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 27th day of February, 2025, before me personally appeared Brian Stults, to me known to be the owner of Generator Guy, LLC, 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.



Jessica Warta
Notary Public in and for the State of
Washington, residing at Clark County
My commission expires September 30, 2028

Port of Camas-Washougal Staff Report

ITEM TITLE: Acceptance of Project as Complete - Black Pearl Pedestrian Pathway

COMMISSION MEETING DATE: March 19, 2025

DEPARTMENT: Projects

SUBMITTED BY: Jennifer Taylor/Nichole Chambers

STAFF RECOMMENDATION:

Approval of the Black Pearl Pedestrian Path project as complete

SUMMARY:

The Black Pearl Pedestrian Path was constructed by Green Construction, Inc.. The pathway features lighting and a rail to improve safety for pedestrians walking between the Washougal Waterfront Park and marina area.

BUDGET IMPACT:

The project was included in the 2024 Capital Budget. The contract amount with Green Construction, Inc. was \$186,642.09. Total project cost including design and construction was \$226,361.

STRATEGIC PLAN or OTHER PLANS:

This projects supports the goal of expanding connections to existing trail systems in the Strategic Plan Parks and Public Amenities goal area.

SUSTAINABILITY IMPLICATIONS:

The lighting will slightly increase utility usage but overall the project will have negligible effects on the Port's sustainability initiatives.

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

Green Construction, Inc is a small business but is not certified under any programs.

Black Pearl Pedestrian Path

Designed by AKS Engineering & Forestry **Constructed** by Green Construction, Inc.



Photo 1 – Before Construction Looking West



Photo 2 – Before Construction Looking East



Photo 3 – After Construction Looking West



Photo 4 – After Construction Looking East



March 19, 2025

Michael Green
Green Construction, Inc.
PO Box 142
Washougal, WA, 98671

Re: Black Pearl Pedestrian Pathway - Notice of Final Acceptance

The work performed under the public works contract for the Black Pearl Pedestrian Pathway project has been reviewed and found complete. All affidavits of wages paid have been received/approved. The Port Commission has formally accepted the project as complete.

A Notice of Completion (NOC) will be submitted and once certificates/releases are received from all three agencies (DOR, ESD and L&I) the retainage payment can be issued.

Sincerely,

Trang Lam
Chief Executive Officer

Port of Camas-Washougal Staff Report

ITEM TITLE: Contract Award - 2025 Slurry Seal Projects

COMMISSION MEETING DATE: March 19, 2025

DEPARTMENT: Projects

SUBMITTED BY: Nichole Chambers/Jennifer Taylor

STAFF RECOMMENDATION:

Award Construction Contract to The Quam's Handyman for \$46,150.65

SUMMARY:

The 2025 Slurry Seal Projects include pavement improvements to the Grove Field entrance and the parking lots of Buildings 6, 9 and 17. Slurry sealing the existing pavement will provide additional longevity to the surfaces.

Bids were solicited using the small works roster process. Two bids were received. The Quam's Handyman was the lowest responsible bidder.

BUDGET IMPACT:

A total of \$130,000 was included in the 2025 Capital Budget for slurry seal projects. The bid amount is \$46,150.65.

STRATEGIC PLAN or OTHER PLANS:

Pavement maintenance helps to operate industrial properties and the airport in a safe and economically sustainable manner.

SUSTAINABILITY IMPLICATIONS:

There should be minimal implications to sustainability from resurfacing existing paved surfaces.

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

The Quam's Handyman is a small business but is not certified under any programs.



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): The Quam’s Handyman

Project Name: 2025 Slurry Seal Projects

Port Project Number: SPA-225/SPI-225/SPI-325/SPI-725

Mailing Address: 13215 SE Mill Plain Blvd., Vancouver, WA 98684

Phone: 360.513.6627

WA State UBI Number: 604 952 630

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:

SCOPE OF WORK

CONTRACTOR to provide labor, materials and equipment for the 2025 Slurry Seal Projects in accordance with the CONTRACTORS’s proposal. The work will be performed in accordance with the Request for Quote (RFQ) documents dated February 13, 2025.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from April 1, 2025, or date of execution, whichever is later, through September 30, 2025.

TERMINATION

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, PORT or CONTRACTOR may terminate this agreement 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 **~~\$46,150.65~~**, which includes WA State sales tax, without prior written approval from the Port.

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

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

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

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

7. Prevailing wages must be paid, rates are published on the WA Department of Labor & Industry (L&I) 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.

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.

RETAINAGE

[] 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 completion of the work by Contractor under the terms of this agreement and upon final acceptance by the Port, the Port will make final payment to Contractor of the balance due. Payment will be made within thirty (30) days of receipt of (1) all approved "Affidavits of Wages Paid" by the Contractor and subcontractors and (2) all certificates of release from the Washington State Department of Labor and Industries, Department of Revenue, and Employment Security to release the retainage.

[] Retainage Held by Port: For projects under \$150,000, IN LIEU OF PROVIDING PAYMENT AND PERFORMANCE BONDS, Contractor specifically acknowledges that ten percent (10%) of all payments that would otherwise be payable to Contractor (authorized under RCW 39.08.010) shall be subject to retainage pursuant to the requirements of RCW 60.28.011.

[] Retainage Bond: IN LIEU OF HAVING RETAINAGE WITHHELD, 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.

PORT OF CAMAS-WASHOUGAL

THE QUAM'S HANDYMAN

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

Attachment A Standard Terms

1. Representatives

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

2. Key Personnel

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

3. Contract Administration, Records, and Right to Audit

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

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

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

4. Relationship of Parties

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

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

5. Conflict of Interest

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

6. Compliance with Laws

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

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

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

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

7. Ownership of Work

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

8. Standard of Care

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

9. Disclosure

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

10. Deliverables

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

11. Indemnification

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

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

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

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

12. Insurance

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

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

- e. The Contractor must furnish the Port with verification of insurance and endorsements prior to any release of funds.
- f. Contractor shall ensure that each subconsultant of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

13. Competitive Specification

If the scope of work includes development of specifications:

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

Contractor shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Contractor shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

14. Time

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

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

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

15. Assignability

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

16. Disputes

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

17. Non-Discrimination

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

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

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

18. Safety.

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

19. Governing Law and Venue.

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

20. Waiver.

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

21. Severability and Survival.

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

22. Equal Opportunity to Draft.

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

23. Captions.

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

24. Concurrent Originals.

This Agreement may be signed in counterpart originals.

25. Entire Agreement.

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

26. Authority to Enter Into This Agreement

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



February 13, 2025

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: 2025 SLURRY SEAL PROJECTS

QUOTES DUE: February 27, 2025 @ 3:00 PM

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

TOUR OF PROJECT SITES: *Non-mandatory, but highly recommended. Available upon request.*

PROJECT ESTIMATE: \$57,000 - \$70,000

PROJECT LOCATIONS:

Building 6	3556 S Truman Street, Washougal, WA 98671
Building 9	3825 Grant Street, Washougal, WA 98671
Building 17	4228 S Lincoln Street, Washougal, WA 98671
Grove Field	632 NE 267 th Avenue, Camas, WA 98607

SCOPE OF WORK:

Base Bid Items

Building 9	Seal coat approximately 4,300 sq. yards*
Building 17	Seal coat approximately 6,900 sq. yards*
Grove Field Entrance	Seal coat approximately 2,100 sq. yards*

Additive Alternate Bid Item

Building 6	Seal coat approximately 2,500 sq. yards*
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**Contractor is responsible for verifying the square yardage of the project areas. Slurry seal asphalt in the areas as outlined in the diagrams provided.*

MATERIAL SPECIFICATIONS:

Preparation for slurry seal shall follow the guidelines for "Surface Preparation" as provided in the attached specifications. Slurry seal to be Type 2 mixed and applied per the attached specifications.

INSTRUCTIONS TO BIDDER

CONTRACTOR'S RESPONSIBILITIES:

- Provide a schedule to Port within ten (10) business days of Notice to Proceed.
- Confirm start date with Project Manager three weeks in advance, for adequate notification of work area closures.
- Coordinate site access in advance and follow site access restrictions:
 - Building 17 – Maintain delivery truck access during tenant's business hours. No restrictions between Fridays at noon through Mondays at 4 AM, if providing ten (10) business days advance notification to tenants.
 - NW Adhesives Building (shared driveway) – Maintain access for delivery trucks and employees during business hours.
 - Grove Field – Construction will NOT be permitted on the following days due to scheduled events: May 31, July 8-12, August 21-25 and September 13.
- Obtain **all** necessary permits to cover scope of this Request for Quote.
- Contractor is responsible for their own measurements.
- Contractor is responsible for covering all water valve lids, manhole lids, catch basin tops, monuments and survey markers.
- Any or all over spray must be cleaned and/or removed by Contractor.
- The contractor will schedule all inspections.
- The contractor will keep the worksite clean and safe during work hours.
- Provide general cleanup and offsite disposal of all removed materials.

PORT'S RESPONSIBILITIES:

- Provide one port representative.

SPECIAL CONCERNS, REQUIREMENTS:

- The Bid Response Form includes additive alternate bid items that may be exercised at the Port's discretion depending on the available project funding and the total base bid price. The contractor shall completely fill out the Additive Alternate Bid section as part of the bid.
- This job is weather-dependent.
- Work shall be completed by September 30, 2025.
- Compliance with all State of Washington rules and regulations pertaining to public works projects is necessary.
- Project located in Clark County, WA. The applicable sales tax rates are 8.5% for Washougal (industrial park locations) and 7.8% for Clark County (Grove Field location).
- For projects over \$40,000 the statutory retainage requirement of 5% will be withheld from each invoice payment. Retainage will be waived for projects under \$40,000.

- Prevailing Wages MUST BE PAID. Intents and affidavits and certified payroll records must be filed electronically. Prevailing wage rates are published online at: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The Port also has a hard copy of the rates available on request.
- 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 are familiar with the project in its entirety.
- The successful bidder shall return all signed contract documents within ten (10) calendar days after notice of award is issued.
- **Payment & performance bonds are required. In lieu of providing P&P bonds, contractor may opt for the Port to withhold 10% retainage.**
- 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 Attachment A - Standard Terms is required. The sample contract is attached.

JOB COMPLETION REQUIREMENTS:

- The work shall be substantially complete no later than September 30, 2025.
- Contractor will notify Port Representative of project completion for inspection.

PORT CONTACT:

Jennifer Taylor, Environmental/Project Manager
 360-335-3685
jennifer@portcw.com

Please contact the Project Manager with any questions regarding this project and/or process. We appreciate your interest and participation in this project.



BID RESPONSE FORM

**To: Port of Camas-Washougal
24 South 'A' Street
Washougal, WA 98671**

Project: 2025 Slurry Seal Projects

Bids Due: February 27, 2025 @ 3:00 pm

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 location 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. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable, have industrial insurance coverage for employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; a state excise tax registration number as required in Title 82 RCW.
5. Have received training on the requirements related to the public works and prevailing wage under chapter 39.04 and chapter 39.12.

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

BASE BID ITEMS

BUILDING 9 BID (LUMP SUM)	\$ 12,250
WA STATE SALES TAX (8.5%)	\$ 1,041.25
SUBTOTAL	\$ 13,291.25
BUILDING 17 BID (LUMP SUM)	\$ 15,400
WA STATE SALES TAX (8.5%)	\$ 1,309
SUBTOTAL	\$ 16,709
GROVE FIELD ENTRANCE (LUMP SUM)	\$ 8,500
WA STATE SALES TAX (7.8%)	\$ 663.00
SUBTOTAL	\$ 9,163.00
TOTAL BASE BID AMOUNT	\$ 39,163.25

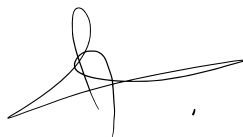
ADDITIVE ALTERNATE BID ITEMS

BUILDING 6 BID (LUMP SUM)	\$ 6,440.00
WA STATE SALES TAX (8.5%)	\$ 547.40
TOTAL ADDITIVE ALTERNATE BID AMOUNT	\$ 6,987.40

The following Addenda is/are hereby acknowledged:

Addendum 1	Date <u>2/21/2025</u>	Signature 
Addendum 2	Date _____	Signature _____
Addendum 3	Date _____	Signature _____

NOTE: Failure to acknowledge receipt of addenda will render the proposal as non-responsive. It is the sole responsibility of the Bidder to learn of addendum, if any.



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:

1. 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.
2. 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.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

(DOT Form 272-036H)

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date February 13, 2025, 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.

The Quam's Handyman

Bidder

Signature of Authorized Official*

Jasmine Alayadhi

Printed Name

Owner

Title

2/27/2025

Date

Vancouver

City

WA

State

Check One:

Individual ☒ Partnership ☐ Joint Venture ☐ Corporation ☐

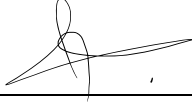
State of Incorporation, or if not a corporation, State where business entity was formed:

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.*

PROPOSAL SIGNATURE PAGE

The undersigned declares that before preparing their proposal they have carefully read the specifications and requirements for bidders and that their proposal is made with the full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their proposal is as stated on these pages. By signing this page of the bid, the Contractor acknowledges and agrees to the terms and conditions of each of the forms included in the bid documents.



Authorized Official (Signature)

2/27/2025

Date

Jasmine Alayadhi

Print Name of Authorized Official

Jasmine Alayadhi- Owner

Title of Authorized Official

The Quam's Handyman

Company Name

(360)513-6627

Telephone Number

13215 se mill plain blvd

Address

Vancouver WA 98684

City, State, Zip

jalayadhi04@gmail.com

Email Address

000909969001

Employment Security Reference Number

QUAMSQH786NP

WA State Contractor's License Number

604 952 630

WA State Unified Business Identifier (UBI)

Note:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this bid must be executed by a duly authorized official.



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): _____

Project Name: _____

Port Project Number: _____

Mailing Address: _____

Phone: _____

SSN # or Tax ID #: _____

WA State UBI Number: _____

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:

SCOPE OF WORK

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____, or date of execution, whichever is later, through _____.

TERMINATION

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, PORT or CONTRACTOR may terminate this agreement 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 \$_____, which includes WA State sales tax at 8.5%, without prior written approval from the Port.

3. To be eligible for payment, CONTRACTOR shall submit detailed numbered invoices showing description of work items being invoiced, 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 WA Department of Labor & Industry (L&I) 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 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.

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.

RETAINAGE

[] 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 completion of the work by Contractor under the terms of this agreement and upon final acceptance by the Port, the Port will make final payment to Contractor of the balance due. Payment will be made within thirty (30) days of receipt of (1) all approved "Affidavits of Wages Paid" by the Contractor and subcontractors and (2) all certificates of release from the Washington State Department of Labor and Industries, Department of Revenue, and Employment Security to release the retainage.

[] Retainage Held by Port: For projects under \$150,000, IN LIEU OF PROVIDING PAYMENT AND PERFORMANCE BONDS, Contractor specifically acknowledges that ten percent (10%) of all payments that would otherwise be payable to Contractor (authorized under RCW 39.08.010) shall be subject to retainage pursuant to the requirements of RCW 60.28.011.

[] Retainage Bond: IN LIEU OF HAVING RETAINAGE WITHHELD, 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.

PORT OF CAMAS-WASHOUGAL

[CONTRACTOR NAME]

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

Attachment A Standard Terms

1. Representatives

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

2. Key Personnel

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

3. Contract Administration, Records, and Right to Audit

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

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

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

4. Relationship of Parties

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

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

5. Conflict of Interest

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

6. Compliance with Laws

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

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

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

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

7. Ownership of Work

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

8. Standard of Care

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

9. Disclosure

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

10. Deliverables

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

11. Indemnification

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

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

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

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

12. Insurance

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

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

- e. The Contractor must furnish the Port with verification of insurance and endorsements prior to any release of funds.
- f. Contractor shall ensure that each subconsultant of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

13. Competitive Specification

If the scope of work includes development of specifications:

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

Contractor shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Contractor shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

14. Time

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

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

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

15. Assignability

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

16. Disputes

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

17. Non-Discrimination

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

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

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

18. Safety.

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

19. Governing Law and Venue.

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

20. Waiver.

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

21. Severability and Survival.

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

22. Equal Opportunity to Draft.

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

23. Captions.

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

24. Concurrent Originals.

This Agreement may be signed in counterpart originals.

25. Entire Agreement.

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

26. Authority to Enter Into This Agreement

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

Building 6 Slurry Seal 3556 South Truman Street Washougal WA 98671

23000 square feet/2500 square yards

Area and quantities to be verified by bidders






Building 9



Legend

 Taxlots



1: 1,128



188.0 0 94.00 188.0 Feet

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.

Notes:

39,000 square foot
4300 square yards

Building 17 4225 South Lincoln Street Washougal WA 98671
Approximately 62000 square feet/6900 square yards

Area and quantities to be verified by bidders





Grove Field Slurry Seals



Legend

Taxlots

Notes:

Approximately 20000 square feet, 2100 square yards

1: 2,257



376.2 0 188.08 376.2 Feet

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

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Recommended Performance Guideline For Emulsified Asphalt Slurry Seal

**A105
(Revised May 2020)**



NOTICE

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

**International Slurry Surfacing Association
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RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

1. **SCOPE**

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

2. **DESCRIPTION**

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

3. **SPECIFICATIONS**

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

4. **MATERIALS**

4.1 **EMULSIFIED ASPHALT**

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397. Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

4.2 **AGGREGATE**

4.2.1 **GENERAL**

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

4.2.2 **QUALITY TESTS**

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MgSO ₄
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine ¹	T 96	C 131	35% Maximum

¹The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	
# 4 (4.75 mm)	100	90 - 100	70 - 90	± 5%
# 8 (2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
# 16 (1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
# 30 (600 um)	40 - 65	30 - 50	19 - 34	± 5%
# 50 (300 um)	25 - 42	18 - 30	12 - 25	± 4%
#100 (150 um)	15 - 30	10 - 21	7 - 18	± 3%
#200 (75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type I. This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

Type II. This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface.

4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

5. LABORATORY EVALUATION

5.1 GENERAL

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

5.2 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft ² (807 g/m ²) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft ² (538 g/m ²) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

- a. After the residual asphalt content is determined, a variation $\pm 1\%$ by weight of dry aggregate will be permitted.
- b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than $\pm 0.2"$ (± 0.5 cm) from the job mix formula after field adjustments.
- c. The rate of application shall not vary more than ± 2 lb/yd² (± 1.1 kg/m²) when the surface texture does not vary significantly.

6. EQUIPMENT

6.1 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.

If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

6.4 SPREADING EQUIPMENT

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

7. CALIBRATION

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

8. WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will

be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

10. SURFACE PREPARATION

10.1 GENERAL

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd² (0.23-0.68 l/m²). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

11. APPLICATION

11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of

the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd ² (4.3 - 6.5 kg/m ²)
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd ² (5.4 - 9.8 kg/m ²)
Type III	Primary and Interstate Routes	15 - 22 lb/yd ² (8.1 - 12.0 kg/m ²)

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

11.4 MIXTURE

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

11.6 LINES

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

11.7 ROLLING

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

12. QUALITY CONTROL

12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

12.3 SLURRY SEAL

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

13. PAYMENT

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

APPENDIX A

AGENCIES

AASHTO: American Association of State Highway and Transportation Officials
ASTM: American Society for Testing and Materials
ISSA: International Slurry Surfacing Association

TEST METHODS

EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

AGGREGATE AND MINERAL FILLER

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate

APPENDIX A

TEST METHODS (CONTINUED)

SLURRY SEAL SYSTEM

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrotexture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

NOTES:

ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

Notes:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Notes:

This image shows a full page of white paper with horizontal black lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



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