

**PORT OF SKAMANIA COUNTY
SMALL WORKS CONTRACT**

Project: **[COYOTE RIDGE ROCK CRUSHING]**

THIS CONTRACT WAS NEGOTIATED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS, AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK. THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN THE PORT OF SKAMANIA COUNTY AND CONTRACTOR NOTED BELOW FOR THE WORK NOTED BELOW.

This **SMALL WORKS CONTRACT** (the "Contract") is made an entered as of the date of the last signature herein , between the **PORT OF SKAMANIA COUNTY** (the "Port") and **JEFFRIES CONSTRUCTION LLC** (the "Contractor") for the construction of the Project described below. The Port and Contractor are collectively referred to hereinafter as the "Parties" and individually as a "Party."

CONTRACTOR:

Contractor's Name:	JEFFRIES CONSTRUCTION LLC
Contractor's Authorized Representative:	SCOTT JEFFRIES
Contact E-mail:	Scottj@jcllcwa.com
Contractor's Address:	1615 -1516 Schurman Way Woodland WA 98674
Telephone Number:	3609528256
Washington Contractor Registration Number:	JEFFRCL804CS
Washington UBI Number:	604561739
Federal Identification Number:	61-1956526

For and in consideration of the Contract Sum noted below, subject to the terms and conditions contained herein, the Attachments hereto, and the documents referenced herein, Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce, and to fully, completely, and faithfully comply with all the terms and conditions of this Contract. Contractor will ensure that each subcontract shall incorporate this Contract and be subject to its terms and conditions. The term "Contract Documents" as used herein includes this Contract and the complete set of Bid Documents for the Project, if any.

1. **PROJECT.** Contractor shall do all Work and furnish all tools, materials, and equipment for the Port's public works project known as **[Coyote Ridge Rock Crushing]** (the "Project") in accordance with and as more fully described in **Attachment A**.

2. **WORK.** Contractor agrees to perform the Work to construct the Project according to the plans and specifications identified herein and as more fully described in **Attachment A**.

3. **CONTRACT SUM.** The Port shall pay Contractor _____ Dollars (\$ 6000.00), plus applicable Washington State sales tax of _____ Dollars (\$ 462.00), for a total of _____ Dollars (\$ 6462.00) (the "Contract Sum"). The Contract Sum includes all costs associated with the Project, including, but not limited to, labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the Parties in writing.

4. **PAYMENT TERMS.** The Contract Sum shall be payable in the following manner: On or before the fifth (5th) day of each month after Work has commenced, Contractor shall submit a detailed monthly pay request, in a form reasonably acceptable to the Port, for all Work performed during the preceding month as per this Contract (an "Invoice"). The requested payment shall be in an amount proportionate to the Work completed as reasonably determined by the Port, and shall include sufficient documentation, as required by the Port. Five (5) days prior to submitting such Invoice, Contractor shall review a draft of the Invoice and a Release and Certificate of Payment ("Release") in detail with the Port and shall incorporate the Port's comments into the final Invoice submitted to the Port. Contractor shall submit a Release to the Port with each Invoice, calculated in accordance with progress against the Work and/or Schedule of Values. The Release shall be submitted in the form provided herein and shall constitute a representation by Contractor to the Port that, to the best of Contractor's knowledge, information, and belief, (i) the Work has progressed to the point indicated; (ii) the quality of the Work covered by the application is in accordance with the Contract Documents; and (iii) Contractor is entitled to payment in the amount requested. As a prerequisite for any payment, Contractor shall provide, on the Port's forms, partial lien releases, claim waivers, and affidavits of payment for the completed portion of Contractor's Work for itself, its subcontractors and suppliers of any tier, and from all third parties, including, but not limited to, union trust funds to which Contractor is required to pay fringe benefits or other contributions for Work to be performed on the Project for the completed portions of the Work. The Port shall pay the Invoice within thirty (30) days after approval of the pay request, pursuant to the terms below:

a. In the case of a dispute as to the amount owed, the Port will pay only the undisputed amount until the dispute is resolved. Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute and shall proceed with all Work until completed.

b. In cases of a single payment, the Port shall make payment only after all appropriate Releases are submitted and the retention period has expired.

c. In cases of multiple payments, the Port shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.

d. Before final payment, Contractor shall furnish to the Port the following and/or the Port shall have received the following:

- i. An affidavit or lien waiver, in a form acceptable to the Port, that payroll, bills for materials and equipment, and other indebtedness connected with the Work for which the Port, the Port's property, or the retention might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied;
- ii. State Department of Labor & Industries - "Affidavit of Wages Paid on Public Works Contract" for Contractor and each subcontractor and/or supplier of any tier (RCW 39.12.040);
- iii. If applicable, State Department of Labor and Industries - "Letter releasing the Port from Industrial Insurance Contribution Liability" (RCW 51.12.050);
- iv. If applicable, State Employment Security Department – "Certificate of Payment Contributions, Penalties and Interest on Public Works Contracts" (RCW 50.24.130);
- v. If applicable, State Department of Revenue "Certificate of Payment" letter pursuant to Chapter 60.28 RCW;
- vi. If applicable, "As-Built" drawings showing red-ink deviations and changes from the Contract Drawings;
- vii. If applicable, a complete set of maintenance and operation manuals for equipment items installed; and
- viii. Any other close-out documents reasonably requested by the Port or required by law.

5. **COMPLETION DEADLINE/LIQUIDATED DAMAGES.** Contractor shall promptly commence the Work upon receipt of a Notice to Proceed from the Port. The Work to be performed under **Attachment A** for the Project must be completed within thirty (30) calendar days of the Notice to Proceed (the "Contract Time"). If the Work for the Project is not completed by such date, then, because of the difficulty in computing the actual damages to the Port arising from any delay in completing the Work, it is agreed by the Parties that Contractor shall pay the Port one Dollars (\$ 1.00) for each calendar day that the Work remains incomplete after expiration of the specified completion deadline. The Parties agree that such amount represents a reasonable forecast of the actual damages the Port will suffer by failure of Contractor to complete the Work within the agreed-upon Contract Time and is not an arbitrary penalty. The execution of this Contract constitutes acknowledgement by Contractor that Contractor has ascertained and agrees that the Port will actually suffer damages in the above amount.

6. **CHANGE ORDERS.** A change order ("Change Order") is a written order signed by the Port's Authorized Representative and Contractor's Authorized Representative, and issued after execution of this Contract, authorizing a change in the Work, adjustment in the Contract Sum, or adjustment in the Contract Time. The Contract Sum and Contract Time may be changed only by written Change Orders.

ONLY THE PORT'S AUTHORIZED REPRESENTATIVE MAY PROVIDE CHANGE-ORDER DIRECTION. NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE PORT. CONTRACTOR MUST OBTAIN A WRITTEN

CHANGE ORDER PRIOR TO PROCEEDING WITH ANY CHANGE IN THE WORK. IF CONTRACTOR FAILS TO OBTAIN A WRITTEN CHANGE ORDER SIGNED BY THE PORT'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCING A CHANGE IN THE WORK, CONTRACTOR WAIVES ANY AND ALL RIGHT TO AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT SUM RELATED TO SUCH CHANGED WORK.

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

6.2. The Port, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly. Contractor shall perform the Work as altered. Such changes in the Work shall be authorized and undertaken only with a written Change Order signed by the Port's Authorized Representative, and shall be performed under all applicable terms and conditions of this Contract.

6.3. When the Port proposes a Change Order, the cost or credit to the Port resulting from a change in the Work and adjustments in the Contract Time shall be determined in one or more of the following ways:

- i. First, by mutual agreement as to the Contract Time changes and/or mutual agreement of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluations;
- ii. By unit prices stated in the Bid Documents or subsequently agreed upon;
- iii. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or
- iv. Upon completion of the Work, by the method provided below.

6.4. If none of the methods set forth in Section 6.3(a-c) above is agreed upon, Contractor, provided a written order signed by the Port is received, shall promptly proceed with the Work involved. The cost of such Work and any adjustment in the Contract Time shall then be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change. In case of an increase in the Contract Sum, the cost shall include a reasonable allowance for overhead and profit which shall not exceed ten percent (10%). Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract, cost shall include, without limitation, the following: (i) cost of materials, including sales tax and cost of delivery; (ii) cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by contract or custom; (iii) workers' or workmen's compensation insurance; (iv) bond premiums; (v) rental value of equipment and machinery; (vi) additional costs of supervision and field office personnel directly attributable to the change; and (vii) fees paid to architects, engineers, and other professionals. In the event that the Port directs a change in the Work that deletes or otherwise results in a net decrease in the Work performed by Contractor, payment shall be made in accordance with the terms of this Contract for the actual Work performed. When both additions and credits covering related Work or substitutions

are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

6.5. If unit prices are stated in the Bid Documents or are subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the Port or Contractor, applicable unit prices shall be equitably adjusted.

6.6. Contractor's overhead and profit shall be deemed to be allocated evenly across all aspects of the Work, and Contractor shall not receive a weighted allocation of profit and overhead for different aspects of the Work.

7. **WARRANTY.** Contractor warrants that all materials and equipment shall be new, unless otherwise specified, of good quality, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the Port all written warranties related to the Work performed and equipment installed. Contractor further warrants that the Work will conform to the requirements of the Contract Documents, will be performed in a skillful and workmanlike manner in compliance with all applicable codes, and will be free from defects, except for those inherent in the quality of the Work which the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Port, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall fully guarantee all the Work (including labor and materials) for a minimum period of three hundred sixty-five (365) days after the date of substantial completion acceptance by the Port. Any additional or longer warranty periods contained in the Contract, the Project's Technical Specifications, Contract Drawings, or other Contract Documents shall apply. The Port shall promptly notify Contractor of all warranty claims and allow Contractor reasonable access to the Project to correct or repair the Work at no cost to the Port. Contractor's warranty obligations hereunder are in addition to any and all other remedies available to the Port under law and equity.

8. **PREVAILING WAGES.** Contractor shall pay prevailing wages as required by all applicable law and, without limiting the generality of the foregoing, shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, Contractor, and its subcontractors and suppliers of any tier, shall submit Affidavits of Wages Paid to the Washington State Department of Labor and Industries ("L&I") for certification. Final payment on the Contract shall be withheld until the Port receives certification from the L&I that prevailing wage requirements have been satisfied. Information on current prevailing wage rates can be obtained at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

9. **BOND.** Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08 (the "Contractor's Bonds"). The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, or workmanship, and payment of damages sustained by the Port on account of such defects, discovered within one (1) year after final acceptance by the Port. **THE PORT MAY WITHHOLD PAYMENT TO CONTRACTOR UNTIL SUCH CONTRACTOR'S BONDS ARE RECEIVED AND/OR TERMINATE THIS CONTRACT IF CONTRACTOR FAILS TO TIMELY PROVIDE THE CONTRACTOR'S BONDS.**

9.1 In the event the Contract Sum is less than One Hundred Fifty Thousand Dollars (\$150,000.00), and upon written request from Contractor prior to the first (1st) payment under this Contract, in lieu of the Contractor's Bonds, the Port may retain ten percent (10%) of the Contract Sum from each payment for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Employment Security Department, and L&I, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later pursuant to RCW 39.08.010(3).

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

This indemnification obligation shall include, but is not limited to, all claims against the Port by an employee or former employee of Contractor or any subcontractor. **FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONTRACTOR BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, THE UNITED STATES LONGSHORE AND HARBOR WORKERS COMPENSATION ACT, 33 USC §901-950, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO.**

11. **INSURANCE.**

11.1 **Insurance Coverages.** Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as set forth below and Contractor will insure that each subcontractor meets the requirements of this Section:

a. Comprehensive General Liability. Commercial General Liability ("CGL") Insurance policy covering all claims for bodily injury (including, without limitation, death); property damage (including, without limitation, all real and personal property located on the Premises or the Port's property), personal and advertising injury arising from the Premises or the Port's property as a result of or arising out of Contractor's operations under this Lease, and products and completed operations liability. The policy must contain a CG2026, CG 2010 and CG 2037 Endorsement with respect to both the ongoing operations and completed works. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Premises or the general aggregate limit shall be twice the required occurrence limit. A

lapse in coverage shall be considered a default. The CGL policy shall be written on an occurrence basis with the insurer's duty to defend outside of the limits of the policy, meaning that the defense obligation does not erode the liability limits. Any deductible shall be no greater than Twenty-Five Thousand Dollars (\$25,000.00) and defense costs shall satisfy the deductible. All deductibles are the responsibility of Contractor. No self-insured retentions shall be allowed unless approved by the Port in writing. The CGL coverage shall be at least as broad as Insurance Services Office ("ISO") Form CG 00 01. Coverage is to be placed with insurers authorized to conduct business in the State of Washington with a current A.M. Best's rating of no less than A: VII. The CGL policy shall provide coverage for damage to the Port's property caused by Contractor.

b. Worker's Compensation. Worker's Compensation Insurance as required by the State of Washington with statutory limits. Worker's Compensation Insurance is not required if Contractor provides written verification to the Port that it has no employees.

c. Automobile Liability. Automobile Liability Insurance using ISO Form CA 00 01 covering any auto, including non-owned and hired autos, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage. Automobile Liability Insurance is not required if Contractor provides written verification to the Port that it does not own, hire, rent, or borrow any autos in conjunction with its use of the Premises. "Auto" carries the same meaning as found in ISO Form CA 00 01.

d. Contractor's Pollution Liability Insurance. If required in **Attachment A**, Contractor shall, prior to commencement of the Work, and throughout the entire period of performance by Contractor, procure and maintain Contractor's Pollution Liability Insurance with a limit no less than ~~Two Million Dollars~~ ^{\$1 million} (\$2,000,000.00) per claim or occurrence and Two Million Dollars (\$2,000,000.00) aggregate per policy period of one (1) year, including coverage for transportation, for a minimum amount of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage, with the Port named as an additional insured. Contractor shall provide the Port evidence satisfactory to the Port of such insurance coverage and additional insurance certificate prior to undertaking any Work. Contractor's insurance coverage shall be primary insurance as respects the Port. Contractor's Pollution Liability Insurance Policy can be issued on either a claims-made or claims-occurrence form. If issued on a claims-made form, the following additional terms apply to Contractor's Pollution Liability Insurance policy: (i) coverage shall be maintained for a minimum of six (6) years after Contract completion, with evidence of the same provided to the Port annually; (ii) the Retroactive Date must be shown and must be before the date of this Contract or commencement of Work hereunder; and (iii) if the policy is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the Contract or commencement of Work hereunder, Contractor must purchase "extended reporting" coverage for a minimum of six (6) years after completion of the Contract Work.

~~-----e.-----Longshoremen and Harbor Worker's Insurance. If required in ---
Attachment A, Contractor shall, prior to commencement of the Work, and throughout the entire period of performance by Contractor, procure and maintain United States Longshore and Harbor Workers Insurance ("USL&H"); in a form and with insurers acceptable to the Port.~~

f. Excess or Umbrella Insurance. If any Excess or Umbrella Insurance policies are used to meet the limits of liability required herein, said policies shall be "Following Form" of the underlying policy coverage, terms, conditions, and provisions, and shall meet all of the liability insurance requirements stated herein, as evidenced by a Following Form

Endorsement. Such Excess or Umbrella Insurance carrier shall have a duty to defend the Port outside of the policy limits. No insurance policies maintained by the additional insureds, whether primary or excess, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

11.2 **Insurance Provisions.** The insurance policies required above shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured. The foregoing liability insurance policies shall name the Port as additional insured by way of a policy endorsement at least as broad as ISO Form CG 20 10. The defense and indemnification of the Port as an "additional insured" will not be affected by any act or omission by Contractor which might otherwise result in a forfeiture of said insurance.

b. Primary Coverage. For claims related to or arising from this Lease, Contractor's coverage shall be primary and non-contributory, and at least as broad as ISO CG 20 01 04 13 with respects to the Port, and its elected officials, employees, or agents.

c. Notice of Change or Cancellation. Each required insurance policy shall provide that coverage shall not be materially changed, amended, or canceled with respect to the Port except upon thirty (30) days' prior written notice from the insurance company to the Port.

d. Waiver of Subrogation. Contractor grants the Port, and its elected officials, employees, and agents, a waiver of any right to subrogation which any insurer of Contractor may acquire against the Port by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement(s) that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Port has received such an endorsement from the insurer.

e. Separation of Insureds. The CGL policy shall contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit. The CGL policy shall not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

f. Certificates and Policy Documents. Contractor shall provide certificates of insurance, policy declarations, and endorsement pages, and, if requested, copies of any policy, to the Port evidencing insurance compliant with this Section 11. Receipt of such documents by the Port does not constitute approval by the Port of the terms of such policy

12. **JOB SAFETY/HOUSEKEEPING.** Contractor, and its lower-tier subcontractors and suppliers, shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including, but not limited to, compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/WISHA, and any safety measures requested by the Port. Contractor shall at all times be responsible for providing a safe jobsite and for the Work performance and safety of all employees, personnel, equipment, and materials within Contractor's, or its lower-tier subcontractor or supplier's, care, custody, or control. Contractor, and its lower-tier subcontractors and suppliers, shall furnish all required safety equipment for its Work and shall ensure all of their employees, and its lower-tier subcontractors and suppliers' employees, have and wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and the Port's safety rules, as provided in writing to Contractor. Contractor shall

promptly provide the Port with written notice of any safety hazard(s) or violation(s) found on the jobsite. Contractor agrees to defend, indemnify, and hold the Port harmless from all WISHA and/or OSHA claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor or its subcontractors or suppliers' failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder. The Port may charge against the sums otherwise owing to Contractor the amount of the fine and/or fees, costs, and expenses incurred by the Port in the defense of the claim's citation and/or fine arising from or related to Contractor's above-referenced failure.

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

13. **COMPLIANCE WITH CODES AND REGULATIONS.** Contractor shall comply with all applicable standards and statutes in performing the Work, including, but not limited to, all federal, state, and local laws, regulations, codes, manufacturer's specifications, and industry standards that are applicable at the time Contractor performs the Work.

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

15. **TAXES AND TEMPORARY FUNCTIONS.** Contractor shall pay any and all federal, state, and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its Work, including, but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagmen, drinking water, storage, ventilation, and heat.

16. **TERMINATION.** The Port may, by written notice, terminate this Contract, in whole or in part, at any time, either for the Port's convenience or because of Contractor's failure to fulfill the Contract obligations. Upon Contractor's receipt of such notice, Work must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Port. If the termination is for the convenience of the Port, payment shall be made in accordance with the terms of this Contract for the actual Work performed through the date of termination, including Contractor's reasonable closeout costs. In no case shall Contractor be paid for anticipated profit on unperformed Work. If the termination is due to Contractor's failure to fulfill its obligations, the Port may take over the Work and prosecute the same to completion. In such case, Contractor is liable to the Port for any additional cost occasioned to the Port thereby.

17. **GENERAL PROVISIONS.** The following general conditions shall apply:

17.1 **Notices.** Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by facsimile machine, sent by electronic mail, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the Authorized Representative as set forth above at such address as set forth above. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

17.2 **Modification.** No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the Parties unless the same is in writing.

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

17.4 **Assignment.** Neither Party shall assign, transfer, or otherwise dispose of this Contract, in whole or part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. This Contract is made only for the benefit of the Port and Contractor, and their successors in interest, and no third party or person shall have any rights hereunder whether by agency or as a third-party beneficiary.

17.5 **Severability.** If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Contract shall remain in effect.

17.6 **Dispute Resolution.** If any dispute, controversy, or claim arises out of this Contract, the Parties agree to first try settling the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service selected by the Port. The Parties shall each designate a representative with full settlement authority who will participate in the mediation. The Parties shall bear all expenses associated with the mediation equally, except for attorneys' fees.

17.7 **Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought exclusively in Skamania County Superior Court. The Parties expressly waive their rights to a jury trial.

17.8 **Attorneys' Fees.** In the event that any Party commences litigation against the other Party relating to the performance, enforcement, or breach of this Contract, the substantially prevailing Party in such action shall be entitled to all costs, including attorneys' fees and costs, and any such fees or costs incurred on appeal.


17.9 **Subcontractor Responsibility.** Contractor's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and Contractor shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. Contractor's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

17.10 **Entire Agreement.** This Contract, and its Attachments hereto, contain the entire understanding between the Port and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding, or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the Port and Contractor.

THIS CONTRACT CONTAINS INDEMNIFICATIONS FROM CONTRACTOR TO THE PORT, RELEASES BY CONTRACTOR, AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES.


CONTRACTOR:

[NAME] JEFFRIES CONSTRUCTION LLC


By: SCOTT JEFFRIES
Its: MEMBER
Dated: 02-11-2025

PORT:

PORT OF SKANANIA COUNTY

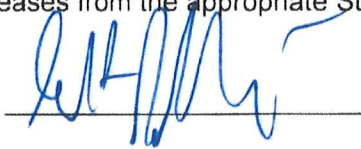

By: PAT ALBAWGH
Its: Executive Director
Dated: 2/12/25

**DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

Project Name: COYOTE RIDGE ROCK CRUSHING

Five percent (5%) of all payments earned by Contractor under this Contract will be held pursuant to Chapter 60.28 RCW. Contractor is directed to select one (1) of the four (4) following options:

A. On behalf of JEFFRIES CONSTRUCTION INC, I hereby elect to have the retained percentage of the Contract held by the Port until sixty (60) days following completion of the Work or until all releases from the appropriate State Agencies have been received.

Date 2-11-2025 Signed 

B. On behalf of _____, I hereby elect to have the Port deposit the retained percentage of the Contract into an interest-bearing account, not subject to withdrawal until sixty (60) days following final acceptance of the Work and all State Agency releases are obtained.

Date _____ Signed _____

C. On behalf of _____, I hereby elect to have the Port place into escrow for investment the retained percentage of the Contract from time-to-time as such retained percentage accrues until sixty (60) days following final acceptance of the Work and all State Agency releases are obtained.

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

In the event that this Option C is selected, Contractor agrees that it alone shall bear any and all risks associated with the selection and designation of the bonds or securities into which such funds will be invested, and that the Port is not in any way responsible or otherwise liable for the risks associated with the investment. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Port shall not be liable in any way for any costs or fees in connection therewith.

Prior to the Port investing any funds in an escrow account, Contractor shall obtain a letter from the repository on the repository's letterhead stating its acceptance of the account, the account number, and a statement that it will not release any funds to any party until authorized in writing by the Port. In the event that such a letter is not delivered to the Port prior to the commencement of the Project Work, then the Contractor shall be deemed to have selected Option A, above.

Date _____ Signed _____

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINAGE PERCENTAGE (Continued)

D. On behalf of _____, I hereby elect to submit a retainage bond in the following form provided by the Port.

Date _____ Signed _____

**CHAPTER 39.08 RCW CONTRACTORS' BOND
BOND WAIVER INFORMATION**

(Contracts of less than \$150,000.00)

Chapter 39.08.010 RCW provides that on contracts of One Hundred Fifty Thousand Dollars (\$150,000.00) or less, at the option of Contractor, the respective public entity may, in lieu of the bond, retain ten percent (10%) of the Contract Sum for a period of thirty (30) days after final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

If Contractor requests this "Bond Waiver" option in lieu of providing a performance bond, the Port will determine whether it is in the Port's best interest to use this form of security. If the Port approves the option, the Port will retain ten percent (10%) of the Contract amount until the following steps have been satisfied:

1. The Project must be complete and the Authorized Representative of the Port must accept the Project as complete, including, without limitation, the Port's acceptance in writing, issuance of an occupancy permit (if applicable), and Final Acceptance of the Project Work by the Port.
2. The Port will hold ten percent (10%) of the Contract amount for thirty (30) days after the Project has been accepted as complete or until all State Agency releases are obtained, whichever is later.
3. If there are no liens filed within the thirty (30)-day lien period, the Port will release the retained ten percent (10%) of the Contract amount.
4. If liens are filed within the thirty (30)-day lien period, the Port will release the Contract Sum, less the total amount of the filed lien, plus an estimated amount to cover the Port's attorneys' fees to resolve the liens up to a total of five percent (5%) of the original Contract Sum. The retained funds shall be held by the Port until the Port is properly notified that the lien or liens have been satisfied and/or directions are received from the court as to the disposition of the retainage.

**IT IS THE RESPONSIBILITY OF EACH BIDDER TO REVIEW THIS "BOND WAIVER
INFORMATION", AND THE PORT WILL NOT BE HELD RESPONSIBLE FOR
MISINTERPRETATION OF SAME.**

Attachment A

SCOPE OF WORK

COYOTE RIDGE ROCK CRUSHING

- Crush the remaining rocks at the Coyote Ridge stock pile down to a usable gravel size (3" minimum down to ¾" minus) preferably around 1 ½" minus
- Minimize as much as possible number of piles
- Use the city streets of N Bonneville for ingress and egress as opposed to the Army Corps rd
- Contact the port office for gate entry
- No direct contact of machinery and roadway allowed unless rubber tracked