



PORT of OLYMPIA
Serving All of Thurston County
Commission Meeting
Monday, March 24, 2025
5:30 PM

Percival Plaza - Olympics Room
626 Columbia Street NW
Olympia, WA 98501

The meeting agenda is available on the Port's website as of March 20, 2025.
<https://www.portolympia.com/commission>

The public may join the meeting from their computer, tablet or smartphone at:

<https://us02web.zoom.us/j/87174114590?pwd=QqJCvbSpg8bE7Y485MXBTSXSACzAeO.1>

or Telephone: 1 253 215 8782

Meeting ID: 871 7411 4590

Passcode: 594862

Written public comments may be submitted to commissioncoordinator@portolympia.com by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment.
For those listening by phone, press *9 if you wish to raise your hand and provide comment.

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment
- F. This public comment period is the opportunity for public input on the agenda items on this evening's agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2025-03 Article VI.

- *Comments should be directed to Commission:* Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- *Courtesy:* All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

G. Consent Calendar

1. ILWU 47A Collective Bargaining Agreement – Approval of Side Letter of Agreement #1
2. Washington State Patrol Office Lease Renewal
3. Professional Services Contract Amendment Approval – Pioneer Tech

H. Pending Issues or Business

1. 2025 Port of Olympia Citizens Advisory Committee (POCAC) Briefing: Joel Hansen, Chair, POCAC

I. Action Calendar

1. Airport Capital Project Contract Award: Runway 17-35 Pavement Rehabilitation and Electrical Improvements: Chris Paolini, Airport Senior Manager

J. Action/Other Calendar

1. None

K. Advisory Calendar

1. None

L. Commissioner Reports/Discussion

M. Other Business

N. Meeting Announcements

O. Adjourn

COVER MEMO

Briefing Date/Time:	March 24, 2025
Staff Contact/Title:	Warren Hendrickson, Director of Operations 360.528-8050, warrenh@portolympia.com
Subject:	ILWU 47A Collective Bargaining Agreement – Approval of Side Letter of Agreement #1
Purpose:	<input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Decision Needed

Overview:

- Action requested: Approval via Consent Agenda

Background:

On October 28, 2024, the Port Commission approved a new collective bargaining agreement (CBA) between the Port of Olympia and Local 47A of the International Longshore and Warehouse Union (ILWU). This CBA is effective for the period July 1, 2024 through June 30, 2027.

Subsequent to Commission ratification, the Port and Local 47A identified two specific areas requiring additional provisions not otherwise addressed in the current CBA language:

1. The 2024-2027 CBA significantly amended the Port-ILWU 47A apprenticeship program when compared to the previous CBA. However, a transition between the two CBAs was not provided for and additional provisions are needed to ensure clarity and avoid misinterpretation of intent.
2. The current CBA does not provide a means for Local 47A members to continue operating and maintaining Port's Marine Terminal stormwater facilities and infrastructure during a labor action. A provision to ensure continuous Local 47A access to these Port facilities – without concern for any ongoing labor action – is needed.

Outcome:

Port leadership and Local 47A members collaboratively addressed both issues with the necessary additional provisions to the satisfaction of all parties. A joint

decision was made to memorialize these changes in Side Letter of Agreement #1, effectively and permanently amending the 2024-2027 CBA language.

Documents Attached:

- Port-ILWU 47A CBA Side Letter of Agreement #1 FINAL

Summary and Financial Impact:

- None

Affected Parties:

- Port of Olympia
- ILWU 47A

Staff Recommendation:

Commission approval of Side Letter of Agreement #1 to the ILWU 47A 2024-2027 CBA, as presented.

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
PORT OF OLYMPIA (PORT)**



AND

**LOCAL 47A OF THE
INTERNATIONAL LONGSHORE AND WAREHOUSE
UNION (UNION)**



EFFECTIVE JULY 1, 2024

To

JUNE 30, 2027

Side Letter of Agreement #1

March 24, 2025

SIDE LETTER OF AGREEMENT #1

This Side Letter Agreement is made and entered into as of February 24, 2025 by and between the Port of Olympia (“Port”) and Local 47A of the International Longshore and Warehouse Union (“Union”).

WHEREAS, the Port and the Union entered into a Collective Bargaining Agreement (“Agreement”) for the period July 1, 2024 to June 30, 2027; and

WHEREAS, the Port Commission ratified the Agreement at its regularly scheduled meeting on October 28, 2024; and

WHEREAS, the Port and the Union wish to amend the Agreement with this Side Letter of Agreement (“Side Letter”) to specify an applicability provision for the Agreement’s Apprenticeship Program, to clarify the wage advancement process for employees who elect not to enroll in the Apprenticeship Program, to further define how base wage rates are determined, and to add an Environmental Protection stipulation to ensure Port facilities are protected during any labor action;

NOW THEREFORE, the Parties agree as follows:

1. **Section IV** of the Agreement is deleted from its beginning through the end of Subsection A – Wages (no change to Section IV Subsections B through I) and replaced with the following:

Section IV – (A) Wage Ranges, (B) Wage Adjustments, (C) Overtime, (D) Minimum Call-Out Time, (E) Acting Foreperson, (F) Temporary Employees, (G) Health and Safety, (H) Facility Security Officer (FSO), (I) Layoff Provision.

The wages in Subsection A below are for fully qualified and experienced employees. A new employee’s base wage rate is normally set at 70% of the posted hourly wage rate for the position. At the time of hire, the Marine Terminal Senior Manager and the Marine Terminal Maintenance Foreman will evaluate a new employee’s experience and skill level. A new employee’s skill set and experience may justify them being placed at a level higher than a base wage rate of 70%.

Once a base wage rate is set for a new employee, that base wage rate will increase 10% on the employee’s anniversary date on an annual basis until the hourly wage rate for the respective fully qualified position is reached, including any Cost of Living or other wage adjustments that may be implemented per this Agreement. Employees who elect not to enroll in the Apprenticeship Program, as defined below, shall remain under this same annual step process, including any Cost of Living or other wage adjustments that may be implemented per this Agreement.

Employees hired after July 1, 2012, and who have completed their one-year probationary period on or before June 30, 2024, may request to be in the Apprenticeship Program. If

approved, the employee shall fall under the guidelines of a four-step wage increase process. Upon entry into the Program, the employee’s wage will be set at 70% of the then current Journeyman Facilities Maintenance/Mechanic Assistant position. Upon each anniversary of entering the Program, the employee’s wage will increase annually in turn to 80%, then 90%, and finally 100% respectively each year, until attaining the then current wage rate of the Journeyman Facilities Maintenance/Mechanic Assistant position.

Employees hired after July 1, 2024, who have completed their one-year probationary period, may request to be in the Apprenticeship Program under newly defined criteria effective. To complete the Apprenticeship Program, such an employee must complete 8,000 hours of technical training and testing.

Once the post-July 1, 2024 employee completes the first 2,000 of the Apprenticeship Program, the hourly wage rate will be set at 70% of the then current wage rate for the applicable Journeyman position being trained for, i.e., Journeyman Electrician or the relevant Journeyman Mechanic position. Subsequently, with every additional 2,000 hours of completed coursework, the hourly wage rate shall increase by 10% until the individual reaches 100% of the applicable Journeyman wage, subject also at each step to the individual achieving a satisfactory appraisal from both the Marine Terminal Maintenance Foreman and the Marine Terminal Senior Manager.

A. Wages

Effective from July 1, 2024, the following wage rates per hour shall apply:

<u>Position</u>	<u>Wage</u>
Marine Terminal Maintenance Foreman	\$64.33
Marine Terminal Maintenance Acting Foreman <i>(10% over current pay)</i>	\$61.40
Marine Terminal Lead Maintenance/Industrial Electrician	\$55.82
Marine Terminal Lead Maintenance Equipment Mechanic	\$55.82
Marine Terminal Lead Facilities Maintenance/Mechanic Assistant	\$55.82
Marine Terminal Journeyman Maintenance Mechanic	\$52.60
MT Journeyman Facilities Maintenance/Mechanic Assistant	\$52.60
Marine Terminal Facilities Maintenance Technician	\$36.82

The entry level Marine Terminal Facilities Maintenance Technician position wage is established at 70% of the wage rate for the Marine Terminal Journeyman Facilities Maintenance/Mechanic Assistant and Marine Terminal Journeyman Maintenance Mechanic positions. New positions can be added to the table above by joint agreement on a wage scale agreed to at that time. The Port will collaborate with the Marine Terminal Senior Manager to fill the vacant Marine Terminal Lead Maintenance/Industrial Electrician position during the life of this contract.

2. **New Section XXV** added as follows:

Section XXV – Stormwater Facilities and Infrastructure Access Rights

The Port and the Union acknowledge the environmentally sensitive nature and critical importance of the Marine Terminal’s stormwater facilities and infrastructure being maintained in a fully functioning state to prevent any possibility of regulatory non-compliance. For the purposes of such environmental protection therefore, the Union shall have the right of access and the right to respond under any and all circumstances to any maintenance or emergency condition required by the Marine Terminal stormwater facilities or infrastructure, including protection from the crossing of any picket line associated with an ongoing job action.

3. **Former Section XXV** of the Agreement is renumbered to **Section XXVI** and revised as follows:

Section XXVI

A signed copy of the contract shall be given to each employee affected by it within 60 days of the contract agreement.

4. **Full Force and Effect.** The rest and remainder of the Agreement thereto shall remain in full force and effect and is affirmed and ratified by the signature of the parties.
5. A signed copy of this Side Letter shall be provided to each ILWU 47A employee within 60 days of its ratification by the Port Commission.

The parties hereto agree to the foregoing this 24th day of March 2025.

Executed and duplicated by:

FOR THE UNION

President, ILWU Local 47A

President, ILWU Local 47

FOR THE COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary

FOR THE PORT OF OLYMPIA

Alex Smith, Executive Director

COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: Jessie Bensley, Property Manager
360.528.8071, Jessieb@portolympia.com)

Subject: Washington State Patrol Office Lease Renewal

Purpose: Information Only Decision Needed

CONSENT ITEM

Background:

In 2012 the Port and Washington State Patrol entered into a new lease agreement. The fully serviced office space is located at 222 Tumwater Blvd SW at Cleanwater Centre. In 2016 the term was extended April 1, 2016 through March 31, 2021. In 2021 the term was extended April 1, 2021 through March 31, 2024. In 2024 the lease was extended April 1, 2024 through March 31, 2025.

The tenant would like to extend the lease for an additional three-year term effective April 1, 2025 – March 31, 2028. The initial rate increase is 4% with an annual increase of 3% through the term.

Documents Attached:

Copy of Lease
Exhibit A – Leased Premises

Summary and Financial Impact:

April 1, 2025 – March 31, 2026	\$8,688.00/Month
April 1, 2026 – March 31, 2027	\$8,948.00/Month
April 1, 2027 – March 31, 2028	\$9,217.10/Month

As a public entity the tenant is exempt from lease surety and Washington State Leasehold Tax.

Staff Recommendation:

Approve the new lease term as presented on the consent calendar.

AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
P. O. Box 41468
Olympia, Washington 98504-1468

Lease No. SRL 25-0016
Project No. 22-03-079

(Tumwater) JPH/ams
Page 1 of 10
Date: February 24, 2025

LEASE

THIS LEASE is made and entered into between Port of Olympia, a municipal corporation whose address is 606 Columbia Street Northwest, Olympia, Washington 98501, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, Washington State Patrol, acting through the Department of Enterprise Services, hereinafter called the Lessee.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 82701600200

Common Street Address: 222 Tumwater Boulevard Southwest, Building 16, Tumwater, Washington 98501

Approximately 6,000 square feet of office space located at 222 Tumwater Boulevard S.W., Building 16, Industrial Park, Tumwater, together with twenty-one (21) on-site parking stalls, with seventeen (17) stalls located on the adjacent south side and four (4) stalls located on the adjacent east side, all located on approximately 2.511 acres situated on the South half of that part of the Southeast quarter of Section 3, and of the Northeast quarter of the Northeast quarter of Section 10, Township 17 North, Range 2 West, W.M., Thurston County, Washington.

Beginning at the southeast corner of said Section 3, thence North 2°08'03" East along the east line of said Section 3 a distance of 478.85 feet; thence North 88°10'27" West 52.00 feet TO THE TRUE POINT OF BEGINNING; thence continue North 88°10'27" West 521.00 feet; thence South 2°08'03" West 329.00 feet; thence South 88°10'27" /east 211,67 feet; thence South 37°26'39" East 294.22 feet; thence North 52°33'21" East 252.75 feet thence along a curve to the left having a radius

Please Initial

JPH/

of 60.00 feet a distance of 87.65 feet; thence along a curve to the right having a radius of 517.46 feet, a distance of 300.56 feet; thence North 2°08'03" East 33.28 feet TO THE TRUE POINT OF BEGINNING; an area containing 5.314 acres in Thurston County.

USE

2. The premises shall be used by the Washington State Patrol and/or other state agencies for the following purpose(s): office space. Office use includes associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning April 1, 2025 and ending March 31, 2028.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

April 1, 2025 to March 31, 2026

Eight Thousand Six Hundred Eighty-eight Dollars and Zero Cents \$8,688.00 per month

April 1, 2026 to March 31, 2027

Eight Thousand Nine Hundred Forty-eight Dollars and Sixty-four Cents \$8,948.64 per month

April 1, 2027 to March 31, 2028

Nine Thousand Two Hundred Seventeen Dollars and Ten Cents \$9,217.10 per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

4.1. The Lessee shall not be required to pay the rental rate referenced in Section 4 above until all of the work requested by Lessee in Additional Lease Provisions Section(s) 21 has been completed by Lessor. Until all such work is completed and approved by Lessee, the rate of \$7,585.00 per month, as required under SRL 21-0030 shall be paid. There will be no reimbursement to Lessor of the difference in rent for the period of time the lease rate was reduced.

INCENTIVES

5. [Intentionally deleted]

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, exterior window washing, landscape and irrigation water, and maintenance and repair as described below, together with stormwater, water, exterior bulbs and tubes, and sewer.

6.1. Lessee shall pay for only garbage collection, recycling, natural gas, electricity, interior window washing, interior bulbs and tubes, janitorial services and janitorial supplies.

Please Initial

JPH _____

MAINTENANCE AND REPAIR

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters, fluorescent tubes, light bulbs, LED fixtures and lighting elements, as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

7.1. Lessor shall as part of maintenance provide de-icing and snow and debris removal service. At a minimum, Lessor shall treat or remove, before normal business hours and at other times as soon as practical thereafter, debris, snow and/or ice from the parking lot and all sidewalks and entrances. Without prior notice, Lessor shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions; snow removal in parking lots to take place when an excess of 2 inches of snow occurs; provided, any icy or dangerous conditions must be addressed. This provision does not create any third parties beneficiary rights, including but not limited to rights in any member of the public or state employees, to enforce this provision, rely upon it, or to reference it in any legal action.

ASSIGNMENT/SUBLEASE

8. Except for sublet for use by other State agencies per the "USE" section herein, the Lessee may not assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Lessee will proceed with sublease. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION


9. It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises by giving written notice to the Lessor at least one hundred eighty (180) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

PAYMENT

10. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

11. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990, and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

Please Initial


FIXTURES

12. The Lessee, upon the written authorization of the Department of Enterprise Services, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

REMODEL

13. [Intentionally deleted]

ALTERATIONS/IMPROVEMENTS


14. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

15. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

16. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

Please Initial
 _____

NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of Enterprise Services of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

ENERGY CONSERVATION

18. Lessor has conducted an energy walk-through survey of the leased premises using the DES walk-through survey form. The survey is for the purpose of identifying improvements to maintenance and operating conditions and procedures that would conserve energy. The Lessor shall provide DES with a copy of the completed walk-through form and as soon as practicable thereafter, implement identified improvements to energy conservation maintenance and operating procedures.

REIMBURSEMENT FOR DAMAGE TO PREMISES

19. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees and agents, but in no event shall this section be construed as diminishing the Lessor's duty to make repairs as set forth in preceding sections of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

20. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

ADDITIONAL LEASE PROVISIONS

21. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before April 1, 2025, complete in a good and workmanlike manner, in accordance with state Leased Space Requirements, Edition 1.0 and addenda, if any, attached hereto and incorporated herein by reference as Exhibit "A", the following items:

NOTE: Where work may disrupt and/or negatively impact Lessee's staff and their work, please contact Lessee at least sixty (60) days prior to anticipated start date in order to minimize disruptions.


SITE:

- a. Lighting: (26 50 00 – 1.5 Parking Areas & Pedestrian Pathways) Verify that at least the minimum illumination is maintained for all parking areas and pedestrian pathways throughout the site and that lights are illuminated during hours of darkness and off during daylight hours. (Section 26 50 00)

INTERIOR:

- b. Fire Extinguishers: Hire licensed vendor to inspect and recertify all extinguishers.
- c. Electrical: Replace non-resetting GFI at kitchenette. (Section 26 00 00)

Please Initial



CANCELLATION/SUPERSESION

22. This Lease cancels, supersedes, or replaces SRL 21-0030 dated March 8, 2021, and all modifications thereto effective April 1, 2025.

DUTY TO CURE

23. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party’s failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Lessor.

The term “reasonable time” as used within this section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.


If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term “emergency condition” shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Lessor or Lessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

24. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party’s costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is

Please Initial


responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

25. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.


If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

26. If any of the premises or the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

MONTH TO MONTH TENANCY

27. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

Please Initial


SUBORDINATION

28. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state’s standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

CAPTIONS

29. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

INTEGRATED DOCUMENT

30. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

31. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Port of Olympia
606 Columbia Street Northwest, Suite 300
Olympia, Washington 98501


LESSEE: Department of Enterprise Services **SRL 25-0016**
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

EXHIBITS

32. The following exhibits described herein and attached hereto, are fully incorporated into this Lease by this reference:

- a) Exhibit A: The Leased Space Requirements

Rest of page left intentionally blank

Please Initial


IN WITNESS WHEREOF, the parties subscribe their names.

Port of Olympia

STATE OF WASHINGTON

By: _____

Printed Name: _____

Title: _____

Date: _____

Washington State Patrol

Acting through the Department
of Enterprise Services

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

James Hickman
Jim Hickman, Property and Acquisition Specialist
Real Estate Services

Date: 03-10-2025

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Please Initial
JPH

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20__ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the 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 Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

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 _____


Please Initial


EXHIBIT A
Leased Premises
222 Tumwater Blvd SE



COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: James Sommer, Capital Assets Program Manager,
360.528.8005, JamesS@PortOlympia.com

Subject: Professional Services Contract Amendment Approval –
Pioneer Tech

Purpose: Information Only Decision Needed

Overview:

- This item is on the Consent agenda.
- Action is requested from the commission tonight.

Background:

This presentation addresses one of our competitively solicited on-call Professional Services contracts. In March of 2022, the Port of Olympia released a Request for Qualifications (RFQ) for our On Call Professional Services pool. The solicitation requested interested eligible firms submit their qualifications for the following services.

- Community, Economic, Land Use and Environmental Planning
- Engineering
- Surveying
- Architecture
- Landscape Architecture
- Project and/or Construction Management
- Archeological / Cultural Resources
- Arboricultural Services

The Pioneer Tech contract (2022-1019) for on call Professional services was executed under Executive Director authority on April 11, 2022, after the competitively solicited request for qualifications was performed. Pioneer Tech was selected for a contract under “Community, Economic, Land Use and

Environmental Planning”, “Engineering” and “Project and/or Construction Management”.

- The current term of the contract is through March 31, 2026, with a not to exceed amount of \$99,999.00.
- Under this contract there have been 6 task orders issued with a total of \$66,584.19 spent as of March 17, 2025.
- There is \$33,414.81 remaining for the contract, of which \$28,074.06 are committed to open task orders. This leaves approximately \$5,340.75 available for new scopes of work.

Documents Attached:

- Pioneer Tech Statement of Qualifications

Summary and Financial Impact:

The Port is requesting the commission to authorize the Executive Director to sign a contract amendment with one of our on-call Professional Services consultants.

- The amendment is with Pioneer Tech to continue providing on-call professional services, adding \$200,001.00 to the contract authority for a new total not to exceed amount of \$300,000.00.

Affected Parties:

Port staff and tenants.

Options with Pros and Cons:

This amendment provides Professional Services support as needs arise throughout the year on various projects and tasks. By not amending this contract to add spending authority, the Port would be limited in their ability to perform tasks that require services as outlined above.

Staff Recommendation:

Approval of amendment for the Professional Services contract of Pioneer Tech (Contract #2022-1019) via the Consent Agenda.

March 4, 2022

Christopher Martinez, Contract and Grant Administrator
Port of Olympia
606 Columbia St. NW, Suite 300
Olympia, WA 98501

Dear Mr. Martinez,

I am submitting this Statement of Qualifications (SOQ) for the Port of Olympia's On-Call Professional Services Pool (Request for Qualifications [RFQ] – No. 2022-1000) on behalf of PIONEER Technologies Corporation (PIONEER). We are excited about the opportunity to continue working with the Port of Olympia on the following three subject areas:

- A: Community, Economic, Land Use and Environmental Planning;
- B: Engineering; and
- F: Project and/or Construction Management.

PIONEER is a small business located in Lacey, Washington. We have been providing clients with strategic and risk-based environmental and technological solutions since 1993. We are particularly interested and invested in working on projects in our community. As a local business that has consulted on past Port of Olympia projects, we are familiar with the properties and will be able to respond quickly to project needs. Additionally, our project managers are adept at collaborating with customers, regulators, and stakeholders to achieve project and customers' goals. Our team is made up of experts with a range of complementary disciplines including, but not limited to the following.

- Environmental, Civil, Chemical, Geological Engineering
- Geology
- Hydrogeology
- Grant Writing and Administration
- Brownfield Remediation and Redevelopment
- Land Use and Environmental Regulatory Permitting and Compliance
- Geographic Information Systems (GIS)
- Project Management
- Biology
- Toxicology
- Epidemiology
- Chemistry
- Occupational Safety
- Statistics
- Hazardous Waste Management
- Marketing
- Research
- Business Administration
- Software Design and Development

Thank you for considering PIONEER. We appreciate the opportunity to earn your business. If you have any questions or would like additional information, please don't hesitate to call me at 360.570.1700 extension 103 or contact me via email at waldronc@uspioneer.com.

Sincerely,



Chris Waldron, P.E.
Principal

Subject Area A: Community, Economic, Land Use and Environmental Planning

Our team has successfully planned environmental programs for more than 25 years, and for the Port of Olympia for the past 13 years. For the East Bay Redevelopment Site, we developed strategic environmental approaches to support the Port of Olympia's development goals to enhance Olympia's waterfront. We have worked on large- and small-scale environmental projects and have developed strategic long-term solutions which considered current and future land use, permitting and compliance requirements, and a comprehensive understanding of regulatory rules. We have analyzed and proposed institutional controls and authored land use covenants.

"GREAT WORK! Thank you for your thoughtful effort you've invested to arrive at the outcomes below...awesome."

*~ Rachael Jamison; former Port of Olympia
Director of Environmental Programs*

"The Port Commission approved the settlement with IP last night so I just wanted to send a note of appreciation for your fine efforts in the mediation. I do not believe would have been possible at all without your valuable contribution."

*~ Bill Hengemihle (3rd party mediator);
Senior Managing Director at FTI Consulting*

To support environmental programs, PIONEER uses innovative software tools and GIS for data analysis and visualization, and to streamline documentation and automation. Our GIS experts developed a GIS tool to communicate institutional control requirements with regulators as well as an interactive tablet application that included site layers, data, site information, and photographs to facilitate real-time decision-making in the field.

We have been very successful at acquiring grant money to help communities. We have helped acquire and manage over \$2.5 million in USEPA brownfield assessment grants to assist communities with brownfield projects. We have written and managed six winning applications and USEPA brownfield grants since 2015 and two additional USEPA brownfield grants for local communities (totaling \$1 million) are pending award. We have helped investigate, remediate, and redevelop contaminated sites to return them to the community for use as mixed-use developments, golf courses, minor league baseball stadiums, and parks. We have supported municipalities with state and federally funded environmental assessments, site remediation, and redevelopment planning to incentivize reuse of brownfields and most importantly, spur economic development.

Team member Joel Hecker is a contributing author on 15 winning USEPA brownfield grant applications and the sole author of six winning applications. He has worked with over 25 USEPA brownfield grant-winning communities and is the project manager for the City of Olympia's current USEPA brownfield grant (the Port is a coalition member of the grant). He has successfully leveraged USEPA brownfield assessment grants with state grants and private funds to stretch the grant dollars further (e.g., using revolving loan funds, cleanup grants, and private investments). He has contacts with the Center for Creative Land Reuse and Kansas State University's Technical Assistance to Brownfields (TAB) group, which provides free review and guidance on grant applications. This network of grant-application peer reviewers from firms across the country has dramatically increased our success rate on grant applications (resulting in an 87% success rate on the first attempt!).

"I would highly recommend that you connect with Joel Hecker of PIONEER. He is the lead consultant on the Brownfield Grant program and has been awesome to work with."

~ Mike Reid, City of Olympia

Subject Area B: Engineering

Our team of professional engineers (all of whom are licensed in Washington state) has successfully implemented strategic solutions at complicated projects throughout Washington, the United States, and abroad. We have extensive experience locally and are proud of our achievements and contributions at the Port of Olympia and Port of Tacoma.

Port of Olympia

Our team has worked on numerous projects for the Port of Olympia over the past 13 years. Most recently, we have supported the East Bay Redevelopment Site, the Pearson Air Site, and the Marine Terminal.

As the Environmental Engineer of Record for the Port of Olympia East Bay Redevelopment Site starting in 2008, our team identified health-protective and cost-effective solutions to facilitate property redevelopment. Our team developed Ecology-approved site-specific soil remediation levels, which resulted in leaving nearly all soil on the site, saving the Port of Olympia approximately \$25 million in off-site excavation and disposal costs. We oversaw the remedial action, and have been inspecting the site annually since 2018 to ensure that the remedy remains protective of human health and the environment.

For the Pearson Air site, our team prepared the remedial investigation and feasibility study and conducts biannual long-term groundwater monitoring and inspections to ensure the cleanup remains protective of human health and the environment. Ecology granted No Further Action for the site in 2020.

“PIONEER has set the bar for environmental consultants for us at the Port of Olympia...PIONEER saved the Port millions in cleanup costs over what another consultant might have recommended for the same site.”

~ Alex Smith, former Port of Olympia Director of Environmental Programs

“Pioneer consistently produces cost effective and timely results of the highest quality.”

~ Rick Anderson; former Port of Olympia Director of Engineering

For the Marine Terminal, we supported the Port of Olympia with the maintenance of the Stormwater Treatment Facility to achieve the stormwater discharge requirements in the National Pollutant Discharge Elimination System permit. We also developed the Engineering Design Report to optimize treatment and install a bioretention pond to further reduce chemical oxygen demand in stormwater runoff.

Port of Tacoma

We have completed numerous environmental engineering services for the Former Arkema Manufacturing (Arkema) and the North Boundary Area (NBA) sites. These Model Toxic Control Act (MTCA) sites are highly complex due to the magnitude of metals contamination, the proximity of contamination to Puget Sound, the inability to permanently treat metals, and overlapping regulatory authorities. For these projects, our team has conducted investigation activities, developed conceptual site models, developed remediation alternatives that are compatible with future redevelopment, prepared feasibility study reports, and substantially reduced the remedy costs.

We have also completed environmental engineering projects for the Port of Tacoma under two on-call contracts (from 2011 to 2016). The projects included Phase I and II environmental site assessments, hazardous building material surveys and sampling, cost estimates for building demolition, soil excavation oversight, waste and debris sampling, soil and groundwater sampling, drinking water sampling, indoor air quality evaluations, soil vapor intrusion evaluations, and legal support.

Subject Area F: Project and/or Construction Management

Project Management

Our project managers work closely with our clients to develop project-specific plans, approaches, and schedules for completing tasks and deliverables on time and on (or under) budget, and achieving project goals. We tailor our project teams to meet the specific needs of a task (i.e., identifying team members who can best achieve certain tasks), which allows us to control costs and eliminate duplication of effort, and produce high-quality work.

PIONEER's Quality Management System (QMS) ensures that our products and services will consistently meet the Port of Olympia's needs and satisfy regulatory requirements. Our QMS includes procedures for the control of documents, records, internal audits, non-conforming products, and corrective and preventative actions.

"PIONEER has provided support services on projects to us for the past couple of years... consistently provided extremely high quality work on time and within budget..."
~Joanne Snarski; former Port of Olympia Environmental Program Manager

Construction Management



Our team has supported construction management efforts at the Port of Olympia for the East Bay Redevelopment Site, the Westman Mill project, and the Marine Terminal stormwater bioretention pond.

For the East Bay Redevelopment Site, our team oversaw the Interim Action (IA) cleanup activities conducted during the installation of utilities, roads, bike lanes, sidewalks, and other ancillary infrastructure improvements.

For the Westman Mill project, we wrote the Engineering Design Report, performed construction management related to subsurface excavations, waste management, and engineering controls, and prepared the construction completion report (which will be submitted in 2022) to ensure the protection of human health and the environment per the selected MTCA remedy.

For the Marine Terminal, we oversaw the construction of a stormwater bioretention pond. We helped implement stormwater best management practices and performed extensive monitoring to support this effort.

Safety

Safety is a PIONEER core value. We are committed to ensuring employee safety through training, planning, and continually evaluating and improving safety procedures. Our safety manager, Kevin Gallagher, ASP, CSP leads our safety program. We focus on safety for all projects, regardless of size or scope. We follow state-of-the-science practices to ensure workplace and worksite safety. Our employees follow PIONEER safety policies, practices, procedures, and training while working at hazardous waste sites, per Hazardous Waste Operations and Emergency Response (HAZWOPER) regulations.

"You all are top shelf professionals who have helped make things easier for me in my role on this project. Thank you!"
~ Sebastian Bahr, Chemours Project Director

COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: Joel Hansen, Port of Olympia Citizens Advisory Committee Chair, joelh pocac@portolympia.com

Subject: 2025 POCAC Briefing

Purpose: Information Only Decision Needed

Overview:

The Port of Olympia Citizen Advisory Committee has developed their proposed work plan for 2025 and will be presenting to Commission for feedback and insight.

The Proposed 2025 Work Plan is as follows:

1. Incorporate the three subcommittee work plans by reference.
2. Work with staff to recruit additional members to the POCAC with an emphasis on increasing the diversity of the POCAC membership.
3. Conduct public engagement efforts on timely topics (e.g. Peninsula Master Plan, Vision 2050, etc.), as directed by the Commission.

Additionally the briefing will include information on the Economic Development Subcommittee Work Plan and pursuit of filling vacancies on the POCAC

Background:

The POCAC has developed three subcommittees that are actively working on development of their own individual work plans. The subcommittees that have been developed are focused on the following: Economic Development, Destination Waterfront, and Budd Inlet.

Documents Attached:

PowerPoint
Resolution 2025-02

Summary and Financial Impact:

Work Plan details are not at a point that budgets or expenses associated with the efforts can be determined.

Affected Parties:

POCAC, Staff, Commission

Options with Pros and Cons:

This is briefing and does not require formal action. The Commission is encouraged to provide guidance and direction to the POCAC on desired efforts and areas of focus.

Environmental Considerations:

No applicable environmental considerations at this time.

Staff Recommendation:

Staff recommend that Commission provide some clarity and insight to the POCAC on the Commissions desired areas of focus, role, functions, and authorities.

Paragraph 4 titled “Assignments” of Resolution 2025-02 states the following “The Port Commission will assign tasks to the POCAC, through written request that will include a description of the scope of any assignment.” It further articulates that the Commission should determine if it is requesting one or more of the following:

- Report/White Paper
- Policy Recommendation
- Project Recommendation
- Advice to Executive Director
- Citizen Advisory Committee assignment planning documents and supporting products

Next Steps/Timeframe: The Port of Olympia Citizens Advisory Committee meets the third Tuesday of each month from 5 p.m. (unless noted otherwise) to 7 p.m.



PORT of OLYMPIA
Serving All of Thurston County

Port of Olympia Citizens Advisory Committee Briefing


Joel Hansen
POCAC Chair
March 24, 2025



1

Agenda

- POCAC 2025 Work Plan
- Economic Development Subcommittee 2025 Work Plan
- POCAC Vacancies



2

2

POCAC 2025 Work Plan

- Incorporate the three subcommittee work plans
 - Economic Development Subcommittee
 - Destination Waterfront Subcommittee
 - Budd Inlet Subcommittee

- Work with staff to recruit additional members to the POCAC with an emphasis on increasing the diversity of the POCAC membership
 - Currently at 11 members

- Conduct public engagement efforts on timely topics (e.g. Peninsula Master Plan, Vision 2050, etc.), as directed by the Commission

3



3



Economic Development Subcommittee 2025 Work Plan

- Committee Members
 - Anthony Hemstad, Chair
 - Don Krug, Vice Chair
 - Quentin Phillips
 - Debby Pattin
 - Joel Hansen



4

2025 Work Plan

1. Develop Charter for Subcommittee
2. Investigate opportunities to diversify Marine Terminal operations
3. Explore potential for passenger ferry service
4. Research opportunities to increase the community and economic value of the Olympia Regional Airport
5. Review past POCAC reports for alignment with Commission priorities, and update when valuable to do so

5



5

Work Plan Item #1

Develop a Charter for the Subcommittee

- Helps clarify focus and decision-making practices for subcommittee
- Identifies purpose and objectives
- Articulates Authority and Scope
- Communicates potential need for resources

6



6

Work Plan Item #2

Investigate Opportunities to Diversify Marine Terminal Operations

Vision 2050 Alignment:

- Goal #1
 - Preserve and enhance Thurston County's working waterfront and connection to global trade by diversifying Marine Terminal operations, improving communication, and securing community support

7



7

Work Plan Item #3

Explore Potential for Passenger Ferry Service

Vision 2050 Alignment:

- Goal #5
 - Explore the potential for the Port to serve as a cruise ship destination and regional commuter node.
- Action Items:
 - #26: Continue to track State-led ferry service studies and evaluate the feasibility of the Port's potential role as the southernmost passenger terminal in South Puget Sound.
 - #27: Evaluate the feasibility of establishing a "Mosquito Fleet" water taxi system that provides limited-scale transportation service for commuters throughout South Puget Sound south of Tacoma.

8



8

Work Plan Item #4

Research Opportunities to Increase the Community and Economic Value of the Olympia Regional Airport

Vision 2050 Alignment:

- Goal #6
 - Maximize the economic and community value of the Olympia Regional Airport in accordance with FAA Master Plan regulations.

9



9

Work Plan Item #5

Review Past POCAC Reports for Alignment with Commission Priorities, and Update when Valuable to do so

- Example of POCAC reports that could be updated:
 - 2019 EV Charger Report
 - 2019 Community Solar Report
 - 2019 Shore Power Report

Vision 2050 Alignment:

- Goal #7
 - Emphasize sustainability in all planning and actions and provide regular updates to the community.
- Goal #4
 - Leverage the Port's unique statutory authority to catalyze economic opportunities in partnership with local jurisdictions and economic development organizations.

10



10

POCAC Vacancies

Guided by Resolution 2025-02

- Currently 11 members
 - Up to 17, no less than 9
- Requesting direction from Commission to initiate recruitment and launch application
- Interview team is Commission Vice President, Executive Director, and POCAC Chair
- Unbalanced district representation

11



11

POCAC Vacancies

Guided by Resolution 2025-02

9. Selection of New Members:

The process to select new members will consist of press releases to local media advertising the vacancy, recruitment process, and posted on the Port's website. The interview team will consist of the Port Commission Vice President or that person's designee, the Executive Director or that person's designee, and the incoming Chair of the POCAC. Copies of each application will also be sent to all Port Commissioners for their review.

The Port may use automated tools, such as NEOGOV®, website application, or similar software, to intake and process applications for new POCAC members.

12



12

POCAC Vacancies

Guided by Resolution 2025-02

The interview team will interview and evaluate each applicant based on past volunteer activities, private/public work experience, experience or knowledge regarding the Port of Olympia, representation of the five (5) Port Commissioner Districts in Thurston County, and reason(s) for wanting to serve on the POCAC. In making recommendations for appointment, the interview team will strive to maintain at least two members of the POCAC from each of the five (5) Port Commissioner Districts in Thurston County. After completion of all applicant interviews, the Port Commissioner serving on the interview team will recommend the appointment of the new member(s) at a regularly scheduled Port Commission meeting.

POCAC Membership by District				
District 1	District 2	District 3	District 4	District 5
2	1	8	1	0

13



13

Questions and Comments

14



14

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2025-02**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the
citizen advisory committee known as the Port of Olympia Citizens Advisory
Committee (POCAC) and superseding Resolution 2022-15, 2021-06, 2019-03, 2019-10,
2023-09, and 2024-08**

WHEREAS, the Port of Olympia desires to have a citizen advisory POCAC to advise the Port Commission on matters it may wish to assign to the citizen advisory POCAC from time-to-time; and

WHEREAS, this Resolution supersedes Port of Olympia Commission Resolutions 2022-15, 2021-06, 2019-03 and 2019-10.

NOW, THEREFORE, BE IT RESOLVED, after due consideration it is the determination of the Port of Olympia Commission that:

1. The Port of Olympia Citizen Advisory Committee (POCAC):

The Port of Olympia Citizens Advisory Committee (POCAC) is a Committee of citizens selected through an application process as determined by the Port of Olympia Commission (“Port Commission”). The purpose of the POCAC is to provide advice to the Port Commission on tasks as assigned by the Port Commission. The POCAC is the successor of a former Committee referred to as the Planning Advisory Committee.

2. Composition:

The POCAC shall consist of up to 17 members, with no less than 9 members serving as selected by the Port Commission.

3. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward written, unsolicited public input received by POCAC members to the Port’s Communication Manager who will determine how such unsolicited input shall be handled.

The Port shall supply an administrative assistant to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Executive Director or designee and the POCAC.

The Executive Director or a designee of the Executive Director will serve as ex-officio, non-voting member of the POCAC. The Executive Director or designee will provide guidance when requested by the POCAC, and assign Port staff for expertise, if required.

4. Assignments:

The Port Commission will assign tasks to the POCAC, through written request that will include a description of the scope of any assignment.

The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

- a. **Report or White Paper:** This product will help to create an awareness of policy issues among the Port Commission, staff and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission may also choose to produce a supplemental document providing comment on a POCAC report of white paper.
- b. **Policy recommendation:** This product will explain the need for a new policy or modification or amendment to an existing policy to better align Port practices with Port values and focus areas. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration.
- c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget process.
- d. **Advice to Executive Director:** This product serves to provide analysis and suggestions on current Port operations. Should the Port Commission choose, this product may be forwarded to the Executive Director for consideration. After receiving any such product, the Executive Director will report back to the Port Commission within a reasonable timeframe on the feasibility of implementation of suggestions and recommendations.
- e. **Citizen Advisory Committee assignment planning documents and supporting products:** This product allows the POCAC to act on assignments received from the Port Commission, develop project plans to carry out their assignments, and develop necessary materials and products in coordination with the Executive Director or designee. Cost of goods and products must be within the Port's annual budget and coordinated with Executive Director or designee.

5. Scheduled Meetings:

The POCAC will establish a meeting schedule consistent with the time necessary to complete a work plan and the assignment. The chair of the POCAC shall report periodically and no less than once a year to the Port Commission

6. Community Involvement:

The POCAC shall have the authority to solicit public involvement in the frequency and manner at the POCAC's discretion, consistent with work plans developed. The POCAC may request legal assistance through the Executive Director or designee with respect to a particular form of public involvement being considered.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

All of the POCAC's scheduled meetings will be open to the public.

7. Officers and Sub-Committees:

The officers of the POCAC shall be a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The Chair and Vice Chair shall serve no more than two (2) consecutive one-year terms. The Chair and Vice Chair shall be elected by a majority vote of the POCAC members.

The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report may be provided, in writing, or given verbally at a Joint POCAC/Port Commission meeting, a regular Commission business meeting or work session. The Chairperson of the POCAC shall determine the appropriate format for the report.

Each Sub-Committee will select a member to serve as a chair. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meeting and present the final report or presentation to the Port Commission.

8. Terms:

A full term for POCAC members is three years. The POCAC members shall each serve no more than four (4) consecutive three-year terms for a total of twelve (12) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. At its discretion, the Port Commission will decide when it will fill a vacancy of an unexpired term. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

9. Selection of New Members:

The process to select new members will consist of press releases to local media advertising the vacancy, recruitment process, and posted on the Port's website. The interview team will consist of the Port Commission Vice President or that person's designee, the Executive Director or that person's designee, and the incoming Chair of the POCAC. Copies of each application will also be sent to all Port Commissioners for their review.

The Port may use automated tools, such as NEOGOV®, website application, or similar software, to intake and process applications for new POCAC members.

The interview team will interview and evaluate each applicant based on past volunteer activities, private/public work experience, experience or knowledge regarding the Port of Olympia, representation of the five (5) Port Commissioner Districts in Thurston County, and reason(s) for wanting to serve on the POCAC. In making recommendations for appointment, the interview team will strive to maintain at least two members of the POCAC from each of the five (5) Port Commissioner Districts in Thurston County. After completion of all applicant interviews, the Port Commissioner serving on the interview team will recommend the appointment of the new member(s) at a regularly scheduled Port Commission meeting.

10. Approval of Travel and Other Expenses:

The Port Commission will budget annually for unanticipated expenses and travel for POCAC members. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director or designee. All expenses shall be consistent with Port travel and reimbursement policies. Any amount over the annual budget will come back to the Port Commission for approval.

11. Roles, Expectations and Operating Rules:

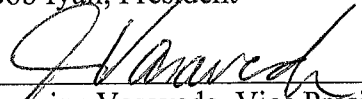
Members of the POCAC and subcommittees shall adhere to the roles, expectations and operating rules as outlined in "Exhibit A" and "Exhibit B" of this Resolution.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority being present and voting on this Resolution at a regular Port Commission meeting on January 13, 2025, as attested to by the signatures below of the Port Commissioners physically present this 13th day of January 2025.

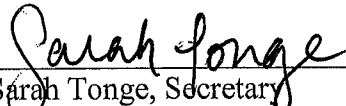
PORT OF OLYMPIA COMMISSION



Bob Iyall, President



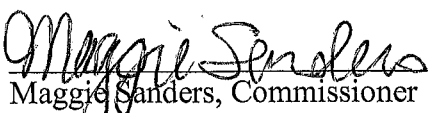
Jasmine Vasavada, Vice President



Sarah Tonge, Secretary



Amy Harding, Commissioner



Maggie Sanders, Commissioner

COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: Chris Paolini, Airport Senior Manager, 360.528.8074,
chrisp@portolympia.com

Subject: Airport Capital Project Contract Award: Runway 17-35
Pavement Rehabilitation and Electrical Improvements

Purpose: Information Only Decision Needed

Overview:

- This is an Action agenda item before the Commission.
- Action required.

Documents Attached:

PowerPoint presentation
Tucci & Sons, LLC Bid Package

Background and Purpose:

In 2005 an approximate 750-foot section of the southern portion of Runway 17-35 was paved under an FAA grant. The project presented this evening is for the rehabilitation of this pavement section. Also, as part of this project, we will replace the existing runway edge lighting with new energy efficient LED lighting and a modern lighting control system.

What this project does:

- Rehabilitates a portion of the primary runway to protect our Port asset.
- Improves safety and operational reliability.
- Improves airport energy efficiency by reducing electricity usage.

What this project does not do:

- Does not increase the length of the runway.
- Does not increase pavement strength to support larger aircraft.

Environmental:

An external review of the project with the FAA and a project review by the Port's Director of Environmental Planning & Programs was completed. This project was

determined to be NEPA and SEPA exempt. Below are the applicable references for both NEPA and SEPA.

Per FAA guidance, the entirety of this project is NEPA exempt:

Project lighting work:

“...this project (Runway 17-35 Electrical Rehab) is categorically excluded from further environmental review pursuant to FAA Order 1050.1F, Paragraph 5-6.3(b) and (g) and Paragraph 5-6.4(o).”

Pavement maintenance work:

“The proposed Runway 17-35 (South) Rehabilitation is Categorically Excluded pursuant to FAA Order 1050.1F Section 5-6.4 e”

Per the following Washington State Administrative Code (WAC), the entirety of this project is SEPA exempt:

Project lighting work:

WAC 197-11-800 (23)(c) exempts: “All electric facilities, lines, equipment or appurtenances, not including substations, with an associated voltage of 55,000 volts or less;...within existing rights of way or developed utility corridors, all electric facilities, lines, equipment or appurtenances, not including substations, with an associated voltage of 115,000 volts or less; and the undergrounding of all electric facilities, lines, equipment or appurtenances.”

Pavement maintenance work:

WAC 197-11-800 (3) exempts: “Repair, remodeling and maintenance activities...transportation facilities involving no material expansions or changes in use beyond that previously existing...”.

Apprenticeship Utilization:

This project is exempt from the apprenticeship utilization requirements of Port Resolution 2022-16 under section “d” of the Resolution’s “Reduction or Waiver” paragraph in which it states:

“Where an apprentice utilization requirement is precluded by law or regulatory requirements such as, but not limited to, Federal Aviation Administration (FAA) contracting requirements.”

Summary:

A construction bid package was prepared by our airport engineering consultant for the proposed construction project and published by the Port on February 13, 2025. The bid period closed on March 13, 2025. Three responsive bids, five total bids, were received by close of the bid period. Bids range from the highest bid of \$3,639,558.04 to the lowest bid of \$2,103,027.44. The low responsive and responsible bid was from Tucci & Sons, Inc. with a bid amount of \$2,103,027.44.

Tucci & Sons, Inc. is a family-owned heavy construction company out of Tacoma, Washington. They've been in business since 1950 serving Western Washington for over 70 years. Tucci & Sons, LLC specializes in utilities, grading, and paving. Some of their customers have included WSDOT, JBLM, City of Auburn, City of Tacoma, King County, and Thurston County among others. Tucci & Sons, LLC is familiar with, and experienced in, airport and runway projects.

Financial Impact:

An FAA grant will provide funding for 95% of the project cost. We will also pursue a WSDOT Aviation grant later this year, when the grant cycle opens, to fund up to 2.5% of project costs. Airport funds will be used to fund the remaining portion of the project.

Estimated Project Cost

Construction Cost:	\$2,103,027.44
Construction Management and engineering Costs:	\$ 299,510
TOTAL PROJECT COST:	\$2,402,537.44

Estimated Project Funding Breakdown

Total project cost:	<u>\$2,402,537.44</u>
FAA grant funds (est):	\$2,282,410.56
WSDOT grant funds (est):	<u>\$ 60,063.44</u>
Airport funds (est):	\$ 60,063.44 (\$120,126.88 if no WSDOT grant)

Options with Pros and Cons:

1. Award construction contract to the lowest responsive and responsible bidder, Tucci & Sons, Inc, in the amount of \$2,103,027.44, and authorize the Executive Director to enter a contract with Tucci & Sons, Inc. pursuant to the bid award.

Result: Airport project moves forward as planned and timeline for FAA grant application will be met securing grant funding.

2. Do not approve contract award to the lowest responsive bidder.

Result: Airport project will not move forward as planned. FAA grant funding opportunity may be lost and runway safety repairs will not be completed.

Staff Recommendation:

Award construction contract to the lowest responsive and responsible bidder, Tucci & Sons, Inc, in the amount of \$2,103,027.44, and authorize the Executive Director to enter a contract with Tucci & Sons, Inc. pursuant to the bid award.

Next Steps/Timeframe:

Anticipated Project Start Date: Construction will begin after September 1, 2025, following the end of the Streaked Horned Lark breeding season.



PORT of OLYMPIA
Serving All of Thurston County

Airport Capital Project Contract Award: Runway 17-35 Pavement Rehab and Electrical Improvements

Chris Paolini
Airport Senior Manager
March 24, 2025



1



Today's Presentation

Action Item – Commission Action Required

Airport Capital Project Contract Award:
Runway 17-35 Pavement Rehabilitation
and Electrical Improvements



2

Purpose

Runway 17-35 Pavement Rehabilitation and Electrical Improvements

Scope of Work

- Rehabilitate approximately 750 feet of pavement at the south end of Runway 17-35.
- Replace existing runway edge lighting and control systems with new energy efficient LED runway lighting and up-to-date lighting control system.

3



3

Location

Runway 17-35 Pavement Rehabilitation



4



4

Location

Runway 17-35 Electrical Improvements (edge lighting & control system)



5



5

Project Purpose

Runway 17-35 Pavement Rehabilitation and Electrical Improvements



6



6

Project Purpose

Runway 17-35 Pavement Rehabilitation and Electrical Improvements

What this project does:

- Protects a Port asset, improves safety and operational reliability
- Improves airport energy efficiency by reducing electricity usage

What this project does not do:

- Does not increase the length of the runway
- Does not increase pavement strength to support larger aircraft

7



7

Environmental

Per FAA guidance, this project is NEPA exempt:

Project lighting work:

"...this project (Runway 17-35 Electrical Rehab) is categorically excluded from further environmental review pursuant to FAA Order 1050.1F, Paragraph 5-6.3(b) and (g) and Paragraph 5-6.4(o)."

Pavement maintenance work:

"The proposed Runway 17-35 (South) Rehabilitation is Categorically Excluded pursuant to FAA Order 1050.1F Section 5-6.4 e"

8



8

Environmental

Per Washington State Administrative Code (WAC), this project is SEPA exempt:

Project lighting work:

WAC 197-11-800 (23)(c) exempts: "All electric facilities, lines, equipment or appurtenances, not including substations, with an associated voltage of 55,000 volts or less;...within existing rights of way or developed utility corridors, all electric facilities, lines, equipment or appurtenances, not including substations, with an associated voltage of 115,000 volts or less; and the undergrounding of all electric facilities, lines, equipment or appurtenances."

9



9

Environmental

Per Washington State Administrative Code (WAC), this project is SEPA exempt:

Pavement maintenance work:

WAC 197-11-800 (3) exempts: "Repair, remodeling and maintenance activities...transportation facilities involving no material expansions or changes in use beyond that previously existing..."

10



10

Apprenticeship Utilization

Port Resolution 2022-16 exempts apprenticeship utilization requirements for FAA contracts.

Reduction or Waiver:

“Where an apprentice utilization requirement is precluded by law or regulatory requirements such as, but not limited to, Federal Aviation Administration (FAA) contracting requirements.”

11



11

Project Status

- A bid package was published by the Port on February 13, 2025, and the bid period closed on March 13, 2025.
- We received three responsive bids, five bids total, ranging from the highest bid of \$3,639,558.04 to the lowest bid of \$2,103,027.44.
- The low responsive and responsible bid was Tucci & Sons, Inc. with a bid of \$2,103,027.44.

12



12

Project Status

Tucci & Sons, Inc:

- Tucci & Sons, Inc. is a family-owned heavy construction company out of Tacoma, Washington. They've been in business since 1950 serving Western Washington for over 70 years.
- Tucci & Sons, LLC specializes in utilities, grading, and paving.
- Some of their customers have included WSDOT, JBLM, City of Auburn, City of Tacoma, King County, and Thurston County, among others.
- Tucci & Sons, LLC has experience in airport and runway pavement projects.

13



13

Project Cost

Estimated Project Cost

▪ Construction Cost:	\$2,103,027.44
▪ Construction Management and Engineering Costs:	\$ 299,510.00
TOTAL PROJECT COST:	\$2,402,537.44

14



14

Project Funding

Estimated Project Funding:

- 95% FAA grant funded.
- Up to 2.5% WSDOT Grant:
 - The Port will pursue a WSDOT grant later this year. This project will be eligible for a WSDOT grant covering up to 2.5% of total project cost.
- 2.5-5%: Airport funds.

15



15

Project Funding

Estimated Project Funding:

Total project cost:	<u>\$2,402,537.44</u>
FAA grant funds (est):	\$2,282,410.56
WSDOT grant funds (est):	\$ 60,063.44
Airport funds (est):	\$ 60,063.44 (\$120,126.88 if no WSDOT grant)


16



16

Commission Approval

Contract Award: Runway 17-35 Pavement Rehabilitation and Electrical Improvements

 PORT of OLYMPIA POLICIES & PROCEDURES MANUAL		Page:	1 of 10
Section:	1000 CONTRACTS	Revision Date:	10/2019
Policy:	PUBLIC WORKS CONTRACTING PROCEDURES	Policy No.:	1004
Approver:	COMMISSION	Resolution	Yes

POLICY:

+ **Signing Authority and Spending Thresholds for Public Work Contracts:**

\$0 to \$40,000 – No solicitation requirements apply, although it is best practice to use at least a roster procurement process (i.e. "rosters"). Port staff *may* perform Public Work projects with in-house resources.

\$0 to \$300,000 – Both formal, competitively bid or Small Works Roster contracts shall be authorized and executed by the Executive Director (see Policy #1002, "Small Works Roster Procedures").

\$300,000 or more - The Commission shall authorize all contracts prior to execution by the Executive Director.

The Commission shall authorize any change order if the new contract not to exceed amount exceeds \$300,000 or 10% of the Commission last approved amount. The Executive Director is authorized to execute change orders up to this threshold.

17



17

Next Steps

Commission Action Requested

▪ **Commission Action Requested**

- Award construction contract to the lowest responsive and responsible bidder, Tucci & Sons, Inc., in the amount of \$2,103,027.44, and authorize the Executive Director to enter a contract with Tucci & Sons, Inc. pursuant to the bid award.

Anticipated Project Start Date:

Construction will begin after September 1, 2025, following the end of the Streaked Horned Lark breeding season.

18



18

Questions and Comments

19



19

Next Steps

Suggested Motion

"... move to award construction contract to the lowest responsive and responsible bidder, Tucci & Sons, Inc., in the amount of \$2,103,027.44, and authorize the Executive Director to enter a contract with Tucci & Sons, Inc. pursuant to the bid award."

20



20

BIDDER'S CHECKLIST

PORT OF OLYMPIA, WA

OLYMPIA REGIONAL AIRPORT

RUNWAY 17-35 PAVEMENT REHABILITATION & ELECTRICAL IMPROVEMENTS

AIP PROJECT 3-53-0041-032-2024/-034-2025

To all Plan Holders and/or Prospective Bidders:

Use the following checklist to ensure that your bid package is complete upon submittal on the date listed in the Invitation to Bid. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidder's submittals shall include, but are not limited to, the following:

- | | <u>Checked</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Contractor's Qualification Statement in accordance with Section 20-02, including "Evidence of Competency" and "Evidence of Financial Responsibility." | _____ |
| 2. Proposal (Bid) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed. | _____ |
| 3. Acknowledgement of Addenda (on Proposal). Acknowledge receipt of all Addenda. Bidders are strongly encouraged to contact the Airport to verify that all addenda are in hand prior to submittal of the bid package. | _____ |
| 4. Certification of Non-segregated Facilities. | _____ |
| 5. Bidder's Statement on previous contracts subject to EEO Clause. | _____ |
| 6. Disadvantaged Business Enterprise Utilization. <i>This contract cannot be awarded without meeting or demonstrating a good faith effort to meet the established DBE participation goal.</i> | _____ |
| 7. Letter of Intent (for each DBE subcontractor to be used). | _____ |
| 8. Restrictions of Federal Public Works Projects. | _____ |
| 9. Bidders Certification. | _____ |
| 10. Minimum Wage Compliance. | _____ |
| 11. Buy American Certification. | _____ |

- 12. Complete the Subcontractor List per RCW 39.30.060 and submit with the Bid Proposal. ***Failure to submit the disclosure form will result in the bid being declared "non-responsive."*** _____
- 13. Bidder's List. _____
- 14. Bidder's Bond or other Security. Include an executed Bid Bond or other acceptable Bid Security in the amount of five percent (5%) of the total bid amount. _____
- 15. Power-of-Attorney for Surety's Agent to execute Bidder's Bond. _____
- 16. Submit the bid package, prior to the Bid Closing time, at the place indicated in the Invitation to Bid. The bid package shall be enclosed in an opaque, sealed envelope, marked with the project title, date and time of the Opening, and the name and address of the Bidder. _____

END OF BIDDER'S CHECKLIST

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The time, place, and stipulation of all bid proposals has been advertised in a manner as prescribed by law and is contained in the "Invitation to Bid."

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A voluntary prebid conference will be held to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The date, time, and location of the prebid conference are included in the "Invitation to Bid."

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 29, 2024

MICHAEL F. TUCCI
Prequalification #832800
TUCCI & SONS, INC.
4224 WALLER ROAD E
TACOMA WA
98443 - 1099

Prequalified Bidding Rate

Dear MICHAEL F. TUCCI:

The recent information submitted by your firm is sufficient to fulfill the requirements for qualification under the provisions of RCW 47.28.070. This qualification allows your firm to bid on our projects in the amount, class, and type of work as listed below, for a period expiring June 30, 2025.

CLASS	AMOUNT	DESCRIPTION
01	\$17,500,000	CLEARING, GRUBBING, GRADING AND DRAINING
02	\$10,000,000	PRODUCTION AND PLACING OF CRUSHED MATERIALS
03	\$7,500,000	BITUMINOUS SURFACE TREATMENT
04	\$14,344,425	ASPHALT CONCRETE PAVING
15	\$15,500,000	SEWER AND WATER MAINS
17	\$3,500,000	CEMENT CONCRETE CURB AND GUTTER
19	\$3,000,000	RIPRAP AND ROCK WALLS
20	\$1,250,000	CONCRETE STRUCTURES EXCEPT BRIDGES
34	\$5,250,000	EROSION CONTROL
53	\$1,679,520	TRAFFIC CONTROL
57	\$7,750,000	MATERIALS TRANSPORTING

SWR SMALL WORKS ROSTER PARTICIPANT

The amount shown for each class is the maximum value within a class of work that is used to determine your firm's eligibility to receive a bid proposal document for a single project.

The rating you have received above is subject to review at any time and is conditioned upon a satisfactory performance record on present and future contracts you may have with this Department. In accordance with Section 1-02.1 of the Standard Specifications, the amount of your bid plus the amount of outstanding work with the state as a prime contractor cannot exceed \$86,208,862.

The official name by which your firm has been prequalified with the Washington State Department of Transportation is as follows:

TUCCI & SONS, INC.
PREQUALIFICATION #832800

All bidding proposals and contract documents will have this name entered thereon. Any alteration of this name on the bidding proposal issued by the Department of Transportation may be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

In the event any correction of the above firm name is required, we request you notify this department immediately.

Applicants not satisfied with the qualification granted may request in writing, a review of their questionnaire and qualification ratings. The request must be filed

MICHAEL F. TUCCI
Prequalification #832800
May 29, 2024
Page 2

within thirty calendar days of the above date and must specifically state the basis for the request.

If there is a decrease in your financial position or there are significant changes within the structure of your organization, you must file a new Standard Questionnaire and Financial Statement Form (DOT Form 420-010).

Organizational changes which require the submission of a new Standard Questionnaire and Financial Statement form are: incorporation, additions to or changes in partners to a copartnership, joint venture arrangements, dissolution of a corporation, copartnership or joint venture, etc.

If you have any questions regarding your prequalification please contact the Contractor Qualification Analyst at 360-705-7837.

Sincerely,



Digitally signed by Jenna M.
Kemp
Date: 2024.05.29 13:18:55 -07'00'

Jenna M. Kemp
Manager, Contract Ad & Award

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

A21.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A21.2 CERTIFICATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

PROPOSAL

PORT OF OLYMPIA, WA

**OLYMPIA REGIONAL AIRPORT
RUNWAY 17-35 PAVEMENT REHABILITATION & ELECTRICAL IMPROVEMENTS
AIP PROJECT 3-53-0041-032-2024/-034-2025**

TO: *Mr. Chris Paolini, Airport Senior Manager*
Port of Olympia
606 Columbia St NW, Suite 300
Olympia, WA 98501

This Proposal is submitted as an offer by the undersigned, having examined the Contract Documents and considered all conditions to be encountered, to enter into a Contract with the Port of Olympia (Port) to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Proposal.

BIDDERS DECLARATION:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the provisions required pertaining to Federal and State prevailing wage rates shall be included in his contract and will be complied with.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner and other sources in arriving at his conclusions.

CONSTRUCTION TIME LIMITS:

The Bidder agrees to begin work within 10 calendar days after the date of the Owner's written Notice to Proceed and to substantially complete the construction of Work, if awarded, within the specified contract time.

In the event that certain items not required for substantial completion, as defined in the Supplementary Conditions herein, but required for final completion of the work as put forth in this Contract Document

fail to arrive at the work site in time to be properly installed during normal working hours within the time allowed for substantial completion of the work, then an allowance of not more than thirty (30) calendar days following the receipt of the last item required will be given to the Contractor to effect the final completion of said work.

NOTICE TO PROCEED:

The Owner reserves the right to delay the Notice to Proceed until such time that soil conditions and weather conditions are conducive to efficient construction. No work shall begin prior to the issuance of Notice to Proceed by the Owner.

Notice to Proceed will be issued after issuance of FAA funding for the project. Anticipated timing is given on plan sheet C1.7. In the event that Notice to Proceed is delayed, no adjustments will be made to the pricing established in this proposal.

CONTRACT TIME:

The contract time for each phase of work shall be as shown on the phasing plan sheet C1.7, which also includes work hour limits, and other phasing restrictions. Days of no work performed between the phases will be counted against the contract duration.

LIQUIDATED DAMAGES:

The Owner shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time as identified on plan sheet C1.7.

- A. As compensation for non-use, the Contractor shall be assessed liquidated damages for each day that the work remains uncompleted beyond the contract time as outlined below:

Phase	Construction Duration	Contract Time	Liquidated Damages Cost
1	12 Calendar days	12 Calendar days	\$1,200/day
2	28 Calendar days	28 Calendar days	\$1,200/day
3	3 Calendar days*	3 Calendar days*	\$1,200/day

Note:

* 3 working days for final pavement marking shall occur no sooner than 30 calendar days after the summer work substantial completion.

Liquidated Damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

- B. As compensation for expense incurred for unscheduled employment of the Engineer, the Contractor shall be assessed an additional liquidated damage equal to the expense incurred for each day that the work remains uncompleted beyond the substantial completion or final completion contract period.

SUBCONTRACTORS:

The Bidder will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below.

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

Subcontractor	Work to be performed	DBE Yes/No*
1. <u>NORTHEAST ELECTRIC LLC</u>	<u>ELECTRICAL</u>	<u>NO</u>
2. <u>MOBILE ELECTRICAL DIST</u>	<u>ELECTRICAL MATERIAL</u>	<u>YES</u>
3. <u>THE BAG LADY INC</u>	<u>EROSION CONTROL</u>	<u>YES</u>
4. <u>GROUND UP CONST.</u>	<u>ASPHALT MILLING</u>	<u>NO</u>
5. <u>OBUNCO ENGINEERING</u>	<u>SURVEY</u>	<u>YES</u>
6. <u>DIAMOND COMPANIES</u>	<u>ASPHALT GROOVING</u>	<u>NO</u>
7. <u>CR CONTRACTING</u>	<u>PAVEMENT MARKING/ CRACK REPAIR</u>	<u>NO</u>

* Submit a Letter of Intent for each DBE Subcontractor. (Letter of Intent form is provided within this proposal.)

UNIT PRICES:

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum price or unit price amounts. The Bidder agrees that the lump sum prices or unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

All blanks on the Proposal must be completed by clearly printing in ink or by typewriter. Changes may be made provided that the Bidder initials all changes.

All items in the proposal form shall be completed in full showing a unit or lump sum price or prices for each and every item. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.

The totals in the column headed "AMOUNT" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

BASIS OF AWARD:

Bidders must bid all portions of the work. The bidder understands that the award shall be made to the lowest responsible and responsive bidder on the basis of the sum of Schedules A, B, and C. Schedule D will not be used to determine the basis for award. The Port reserves the right to withdraw any item(s) from being part of the award consideration and the Additive Bids from being part of the Work. The contract is subject to the receipt of FAA grant funding.

DBE GOAL:

The Owner has a Disadvantaged Business Enterprise (DBE) contract goal of 8.7%, in compliance with their 49 CFR Part 26 program. The Owner's award of this contract is conditioned upon Bidder satisfying the good faith effort requirements of 49 CFR §26.53. **This contract cannot be awarded without meeting or demonstrating a good faith effort to meet the established DBE participation goal.**

PROPOSAL AMOUNTS:

OLYMPIA REGIONAL AIRPORT – RUNWAY 17-35 PAVEMENT REHABILITATION & ELECTRICAL IMPROVEMENTS							
ITEM NO	BID ITEM SPEC. REFERENCE	BID QTY	UNITS	UNIT PRICES		AMOUNT	
				\$	¢	\$	¢
BID SCHEDULE A: BASE BID – RUNWAY REHAB & ELECTRICAL WORK (AIP-ELIGIBLE)							
1	FOD Prevention Controls 01000	1	LS	80,000	00	80,000	00
2	Temporary Flagging, Marking, and Signing 01300	1	LS	130,000	00	130,000	00
3	Low Level Barricades 01300	1	LS	55,000	00	55,000	00
4	Safety Plan Compliance Document 01300	1	LS	1500	00	1500	00
5	Construction Staking 01406	1	LS	35,000	00	35,000	00
6	Mobilization C-105	1	LS	173,900	00	173,900	00
7	Cold Milling P-101	12,717	SY	3 50		44,509 50	
8	Crack Route and Seal P-101/P-605	5,000	LF	5 00		25,000 00	
9	Asphalt Surface Course P-401	1,880	TON	215 00		404,200 00	
10	Emulsified Asphalt Tack Coat P-603	3.7	TON	2450 00		9065 00	
11	Crack Repair Membrane P-605	5,000	LF	5 75		28,750 00	
12	Grooving P-621	10,978	SY	8 75		96,057 50	
13	Airfield Electrical System Demolition and Salvage L-100-5.1	1	LS	69,000	00	69,000	00
14	New L-806(L) LED Style I-B Supplemental Wind Cone on New Concrete Foundation L-107-5.1	1	EA	13,000	00	13,000	00

15	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit L-108-5.1	30,730	LF	2	75	84,507	50
16	No. 6 AWG, Solid, Bare Copper Counterpoise Wire Installed in Trench, Including Connections L-108-5.2	1,435	LF	3	50	5022	50
17	New 30kW Ferroresonant Constant Current Regulator Installed in Airfield Lighting Vault L-109-6.1	2	EA	40,000	00	80,000	00
18	New 15kW Ferroresonant Constant Current Regulator Installed in Airfield Lighting Vault L-109-6.2	2	EA	30,000	00	60,000	00
19	New S-1 Cutout Installed in Airfield Lighting Vault L-109-6.3	4	EA	1400	00	5600	00
20	New 400A, 120/208V, 3-Phase, 4-Wire Distribution Panelboard L-109-6.4	1	EA	9200	00	9200	00
21	1-2" Sch. 40 PVC Conduit, Direct Buried L-110-5.1	1,435	LF	25	00	35,875	00
22	Sawcut Existing Pavement and Install 1-2" Concrete Encased Sch. 40 PVC Conduit L-110-5.2	35	LF	400	00	14,000	00
23	New HIRL, L-862(L) LED Elevated Runway Edge Light, Including New Isolation Transformer, Hardware, and Splice Kit, Installed on Existing Base Can L-125-5.1	57	EA	1440	00	82,080	00

24	New HIRL, L-862E(L) LED Elevated Runway End Light, Including New Isolation Transformer, Hardware, and Splice Kit, Installed on Existing Base Can L-125-5.2	16	EA	1440	00	23,040	00
25	New HIRL, L-850C(L) LED In-Pavement Runway Edge Light, Including New Isolation Transformer, Hardware, and Splice Kit, Installed on Existing Base Can L-125-5.3	1	EA	1440	00	1440	00
26	New Size 2, 1 Module LED Airfield Guidance Sign, Including New Isolation Transformer and Splice Kit, Installed on Existing Base L-125-5.4	12	EA	2400	00	28,800	00
27	New Size 2, 2 Module LED Airfield Guidance Sign, Including New Isolation Transformer and Splice Kit, Installed on Existing Base L-125-5.5	14	EA	3500	00	49,000	00
28	New Size 2, 3 Module LED Airfield Guidance Sign, Including New Isolation Transformer and Splice Kit, Installed on Existing Base L-125-5.6	6	EA	4000	00	24,000	00

29	New Size 5, 1 Module LED Runway Distance Remaining Sign, Including New Isolation Transformer and Splice Kit, Installed on Existing Base L-125-5.7	4	EA	3500	00	14,000	00
30	Conduit Repair DWG 2/C3.0	10	EA	750	00	7500	00
Subtotal Schedule A:						1,689,047	00
9.7% Sales Tax (WAC Rule 170):						163,837	56
Total Construction Cost Schedule A:						1,852,884	56
BID SCHEDULE B: BASE BID – ALCMS WORK (AIP-ELIGIBLE)							
31	Mobilization C-105	1	LS	10,000	00	10,000	00
32	Airfield Lighting Control and Monitoring System (ALCMS) Demolition in Airfield Lighting Vault and Air Traffic Control Tower L-100-5.2	1	LS	2300	00	2300	00
33	New L-890B Airfield Lighting Control and Monitoring System (ALCMS) Installed in Airfield Lighting Vault and Air Traffic Control Tower L-890-5.1	1	LS	102,000	00	102,000	00

34	Contractor Airfield Lighting Control and Monitoring System (ALCMS) Support Services L-890-5.2	1	LS	3000	00	3000	00
Subtotal Schedule B:						117,300	00
9.7% Sales Tax (WAC Rule 170):						11,378	10
Total Construction Cost Schedule B:						128,678	10
BID SCHEDULE C: BASE BID – EROSION CONTROL & PAVEMENT MARKINGS (AIP-ELIGIBLE)							
35	Straw Wattles C-102	2,050	LF	8	00	16,400	00
36	Inlet Protection C-102	8	EA	120	00	960	00
37	Temporary Erosion Control Force Account C-102	1	FA	5,000	00	5,000	00
38	Mobilization C-105	1	LS	7500	00	7500	00
39	Initial Pavement Marking P-620	18,036	SF	1	00	18,036	00
40	Final Reflective Pavement Marking P-620	89,755	SF	0	70	62,828	50
Subtotal Schedule C:						110,724	50
9.7% Sales Tax (WAC Rule 170):						10,740	28
Total Construction Cost Schedule C:						121,464	78

BID SCHEDULE D: BID ADDITIVE #1 - PAVEMENT MARKINGS (NON-AIP ELIGIBLE)							
41	Final Reflective Pavement Marking P-620	12,903	SF	1	50	19,534	50
Subtotal Schedule D:						19,534	50
9.7% Sales Tax (WAC Rule 170):						1,877	39
Total Construction Cost Schedule D:						21,231	89
Total Construction Cost Schedules A, B, and C (Basis of Award):						2,103,027	44
(Base Bid 1, Base Bid 2, Additive Bid 1)							
Firm Name:			TUCCI & SONS, LLC				

BID BOND:

Accompanying this Proposal is a certified check, cashier's check or bid bond payable to the Port of Olympia, Washington, in the sum of FIVE PERCENT ~~of the Total Bid Amount~~ 5%, said amount being equal to five percent (5%) of the Total Bid Amount, based on the foregoing prices. If this proposal shall be accepted by the Port of Olympia and the undersigned shall fail to execute a satisfactory Public Improvement Contract, performance bond, and payment bond within seven (7) days from the date of the Notice of Award, then the Port may, at its option, determine that the undersigned has abandoned the Contract and thereupon this proposal shall be null and void, and the above check or bond accompanying this proposal shall be forfeited to and become the property of the Port.

PREVAILING WAGE STATEMENT:

The undersigned bidder declares by the signing of this Proposal that the provisions required by RCW 36.12 pertaining to prevailing wage rates (and Federal wage rates) are included in this Proposal, and that the bidder will comply with said requirements throughout the duration of the contract. The undersigned bidder will pay the higher of state or federal prevailing wage rates in accordance with WAC 297-127-025.

NON-DISCRIMINATION STATEMENT:

By signing and submitting this Proposal to the Port of Olympia, the Bidder certifies that, in accordance with RCW 49.60.030, it has not engaged in discriminatory practices in obtaining any subcontracts.

ADDENDA:

By signing and submitting this Proposal to the Port of Olympia, bidder represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:

ADDENDUM NO.	ADDENDUM DATE
1	FEBRUARY 26, 2025
2	MARCH 6, 2025

SIGNATURE OF BIDDER:

Name of Bidder: TUCCI & SONS, LLC

Signature of Authorized Agent: _____

(Date) MARCH 13, 2025

Title: PRESIDENT

(SEAL)

Business Address: 4224 WALLER ROAD

TACOMA, WA 98443

Phone #: (253) 922-6676

Email: MTUCCI@TUCCIANDSONS.COM

Contractor's License No: TUCCIS*379N0

UBI No: 278 021 315

ESD Account No: 107832-00-2

Workers Comp. Insurance Company: MIDWEST EMPLOYERS CASUALTY

Workers Comp. Policy/Binder Number: EWC007402

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:



September 3, 2024

Re: Assignment of Authorized Signers

Tucci&Sons

To Whom It May Concern,

Each of the individuals listed below is recognized as an officer and has the authority to sign and execute agreements on behalf of Tucci & Sons, LLC.

NAME	TITLE	PHONE	MOBILE
Michael F. Tucci	President	(253) 922-6676	(253) 905-9595
Torrey E. Johnson	Vice President	(253) 922-6676	(253) 377-0789
Tyler R. Larson	Secretary/ Treasurer	(253) 922-6676	(253) 719-9518

Sincerely,
TUCCI & SONS, LLC

Michael F. Tucci
President

CERTIFICATION OF NONSEGREGATED FACILITIES

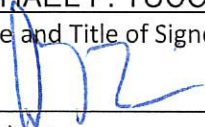
The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Certification: The information above is true and complete to the best of my knowledge and belief.

MICHAEL F. TUCCI, PRESIDENT

Name and Title of Signer (Please type)



Signature

MARCH 13, 2025

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTORS SUBJECT TO EEO CLAUSE**


The Bidder (proposer) has X has not _____ participated in a previous contract subject to the nondiscrimination clause prescribed by Section 202 of Executive Order No. 11246 dated September 24, 1965.

The Bidder (proposer) has X has not _____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the Bidder (proposer) has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the Bidder (proposer) shall submit Standard Form 100 (for federal construction contracts) with the bid or proposal indicating current compliance.

MICHAEL F. TUCCI, PRESIDENT

Name and Title of Signer (Please type)



Signature

MARCH 13, 2025

Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION COMMITMENT

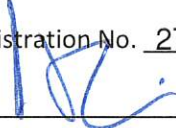
The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

 X The Bidder is committed to a minimum 8.7% DBE utilization on this project.

 The Bidder (if unable to meet the goal of 8.7% DBE) is committed to a minimum of % DBE utilization on this project and has submitted documentation showing good faith effort. *(See Appendix for Good Faith Effort documentation.)*

Contractor TUCCI & SONS, LLC

State Registration No. 278 021 315

By  PRESIDENT
(Signature) (Title)

Address 4224 WALLER ROAD, TACOMA, WA

Phone No. (253) 922-6676 Zip Code 98443

LETTER OF INTENT

Name of bidder/offeror's firm: TUCCI & SONS, LLC

Address: 4224 WALLER ROAD

City: TACOMA State: WASHINGTON Zip: 98443

Name of DBE firm: Moble Electrical Distributors

Address: 14050 Lake City Way NE

City: Seattle State: WA Zip: 98125

Telephone: 206-363-2400

State DBE Certification Number: D2F0017012

Description of work to be performed by DBE firm:

Electrical Suppller

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 199,261.59, (Percent of total contract: 9 %)

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By Lukas Complita

Date: 3/13/2025

Lukas Complita
(Signature)

Project Manager
(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor. Letter of intent is not required if no DBE firms participate in the project)

LETTER OF INTENT

Name of bidder/offeror's firm: TUCCI & SONS, LLC
Address: 4224 WALLER ROAD
City: TACOMA State: WA Zip: 98443

Name of DBE firm: Obunco Engineering
Address: 38650 6th Ave S Ste 102
City: Federal Way State: WA Zip: 98003
Telephone: 425-451-7300
State DBE Certification Number: DBM0010080

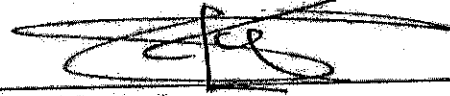
Description of work to be performed by DBE firm:

Construction Survey

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 29,935⁰⁰ (Percent of total contract: 1 %)

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By Samuel Obunike Date: 3-12-25

(Signature)
President
(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor. Letter of Intent is not required if no DBE firms participate in the project)

LETTER OF INTENT

Name of bidder/offeror's firm: TUCCI & SONS, LLC

Address: 4224 WALLER ROAD

City: TACOMA State: WA Zip: 98443

Name of DBE firm: THE BAG LADY, INC

Address: 11124 VALLEY AVE E

City: POYALLUP State: WA Zip: 98372

Telephone: 253-435-9150

State DBE Certification Number: D2F0016394

Description of work to be performed by DBE firm:

TESC
SUPPLY AND INSTALL EROSION CONTROL MATERIALS

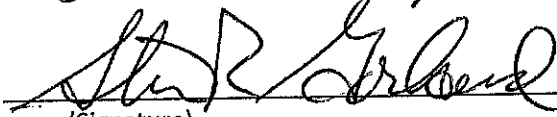
The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 14,522.50 . (Percent of total contract: 1 %)

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By STEVEN R. GARLAND

Date: 3-12-25


(Signature)

SR. PROJECT ESTIMATOR
(Title)


If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor. Letter of Intent is not required if no DBE firms participate in the project)

RESTRICTION ON FEDERAL PUBLIC WORKS PROJECTS

- (a) General: This clause implements provisions contained in the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100223.
- (b) Restrictions on Contract Award: No contract will be awarded to a bidder (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms, published by the United States Trade Representative (USTR) or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the project any production of a foreign country on such USTR List; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
- (c) Certification: By this page the bidder certifies that with respect to this solution, and any resultant contract the bidder:
 - 1. Is _____ Is not X a contractor of a foreign country included on the USTR list;
 - 2. Has _____ Has not X entered into any contract with a subcontractor of a foreign country included on the USTR list;
 - 3. Has _____ Has not X entered into any contract for any product to be used on this project that is produced in a foreign country included on the USTR list.
- (d) The bidder may rely upon the certification of a prospective subcontractor for the above conditions unless the bidder has knowledge that the certification is erroneous.
- (e) Erroneous Certification: This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly rendered an erroneous certification, the sponsor may cancel this contract for default at no cost to the sponsor.
- (f) Subcontracts: The bidder shall incorporate this clause, without modification, including this paragraph (f) in all solicitations and subcontracts under this contract.
- (g) Applicability of 18 U.S.C. 1001: This certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false or fraudulent certification may render the maker subject to prosecution under Title 18, Unites States Code, Section 1001.

Firm Name TUCCI & SONS LLC

Authorized Signature 

Title PRESIDENT

Date MARCH 13, 2025

BIDDER'S CERTIFICATION

The bidder hereby certifies that neither the bidder nor the bidder's principals are presently debarred, suspended or proposed for debarment by any federal agency. Bidder further agrees to include this clause in all subcontracts. Where the bidder or any subcontractors is unable to certify to this statement an explanation shall be attached to this proposal.

Firm Name: TUCCI & SONS, LLC

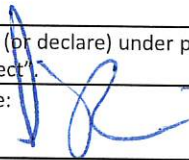
Authorized Signature: 

Title: PRESIDENT

Date: MARCH 13, 2025

MINIMUM WAGE COMPLIANCE

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct".	
Signature: 	Date: MARCH 13, 2025
Print Name and Title: MICHAEL F. TUCCI, PRESIDENT	Location or Place Executed (City, State): TACOMA, WA

BUY AMERICA CERTIFICATION
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Runway 17-35 Pavement Rehabilitation & Electrical Improvements
AIRPORT NAME:	Olympia Regional Airport
AIP NUMBER:	3-53-0041-032-2024/-034-2025

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*; and the Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA).

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

* * * * *

Note: Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

* * * * *

U.S.C. Section 50101 - Buying goods produced in the United States

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- (a) Applying the provision is not in the public interest.
- (b) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- (c) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States.

Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.

- (d) Applying this provision would increase the cost of the overall project by more than 25 percent.

Labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Note: Approval of waivers listed under (a) & (b) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (c) & (d) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at:

https://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued.pdf

* * * * *

Executive Order 14005

Executive Order 14005 advances the Administration’s priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

* * * * *

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America’s industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

* * * * *

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA, and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA, and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the iron, steel, and/or manufactured product.
2. To faithfully comply with providing U.S. domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
4. Certify that all construction materials used in the project are manufactured in the U.S.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation – See Appendix for Waiver Forms

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for a Type 4 waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire form
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- e) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

MARCH 13, 2025

Date


Signature

TUCCI & SONS, LLC

Company Name

PRESIDENT

Title

Further guidance on Buy American Preference may be found at:

https://www.faa.gov/airports/aip/buy_american/

SUBCONTRACTOR LIST

Prepared in compliance with RCW 39.30.060 as amended

****To Be Submitted with the Bid Proposal****

Project Name: Olympia Regional Airport: RUNWAY 17-35 PAVEMENT REHABILITATION & ELECTRICAL IMPROVEMENTS

Failure to list subcontractors who are proposed to perform the work of heating, ventilation, air conditioning; plumbing as described in Chapter 18.106 RCW; and electrical as described in Chapter 19.28 RCW, or to name itself for the work, will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation, air conditioning; plumbing as described in Chapter 18.106 RCW; and electrical as described in Chapter 19.28 RCW, or to name itself for the work, must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

HEATING

Subcontractor Name N/A

VENTILATION

Subcontractor Name N/A

AIR CONDITIONING

Subcontractor Name N/A

PLUMBING

Subcontractor Name N/A

ELECTRICAL

Subcontractor Name NORTHEAST ELECTRIC LLC

WORK: REBAR

Subcontractor Name N/A

WORK: STRUCTURAL STEEL

Subcontractor Name N/A

WORK: _____

Subcontractor Name _____

WORK: _____

Subcontractor Name _____

Agency Name PORT OF OLYMPIA						Federal Aid Number AIP 3-53-0041-032-2024/034/2025		
Prime Contractor Name TUCCI&SONS, LLC						Contract Number		
Contract Name RUNWAY 17-35 PAVEMENT REHABILITATION AND ELECTRICAL IMPROVEMENTS								
Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
O'BUNCO ENGINEERING	33650 6TH AVE S FEDERAL WAY 98003	DBE	Black American	Male	541370	SURVEY	27YRS	\$8-10 million
THE BAG LADY, INC	11124 VALLEY AVE E PUYALLUP 98372	DBE	White	Female	561730	EROSION CONTROL	33YRS	\$3-6 million
MICHAELIS TRUCKING & EXC	PO BOX 15057 TUMWATER 98511	DBE	Black American	Female	484220 484110	TRUCKING	20YRS	\$1-3 million
GROUND UP CONSTRUCTION	PO BOX 1690 MILTON 98354	Non-DBE	N/A	N/A	324121	ASPHALT MILLING	30YRS	\$6-10 million
NEWELL BROTHERS	12603 34TH AVE E TACOMA 98446	Non-DBE	N/A	N/A	484220	TRUCKING	12YRS	\$3-6 million
COMBINED CONSTRUCTION	3701 SOUTH RD MUKILTEO 98275	Non-DBE	N/A	N/A	237310	CONCRETE	14YRS	Greater than \$30.72 million
NORTHLINE SURVEYING	1580 PORT DRIVE BURLINGTON 98233	Non-DBE	N/A	N/A	541730	SURVEY	6YRS	\$1-3 million
PR SYSTEMS INC	8351 30TH AVE NE LACEY 98516	Non-DBE	N/A	N/A	324121	ASPHALT MILLING	32YRS	\$6-10 million
LEE'S DEMOLITION	PO BOX 698 SPANAWAY 98387	DBE	Black American	Male	488490	STREET SWEEPING	4YRS	\$1-3 million
EUGENE WILLIAM ASPHALT LLC	3004 BABER CT SE SALEM, OR 97317	DBE	Black American	Male	424720 484220	OIL SUPPLY	4YRS	\$3-6 million

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned, Tucci & Sons LLC
Travelers Casualty and Surety Company of America as Principal and
Port of Olympia as SURETY are hereby held and firmly bound
Port of Olympia as OWNER in the penal sum of
Five Percent (5%) of Total Bid Amount for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

Signed this 6th day of March 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to
Port of Olympia a certain BID attached hereto and hereby made a
part hereof to enter into a contract in writing, for the Runway 17-35 Pavement
Rehabilitation & Electrical Improvements AIP Project 3-53-0041-034-2025

NOW, THEREFORE,

(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form
of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND
for his faithful performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
BOND shall be in no way impaired or affected by any extension of the time within which the OWNER
may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of
them as are corporations have caused their corporate seals to be hereto affixed and these presents to
be signed by their proper officers, the day and year first set forth above.

Tucci & Sons LLC (L.S.)
Principal

Travelers Casualty and Surety Company of America
Thomas P. Hentschell
Thomas P. Hentschell, Attorney-in-Fact Surety

By: [Signature]

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most
current list (Circular 570 as amended) and be authorized to transact business in the state where the
project is located.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **THOMAS P HENTSCHELL** of **TACOMA, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

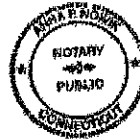
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of March, 2025.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**