

PORT OF BELLINGHAM

DEMOLISH LIGININ WAREHOUSE PROJECT

PRE- BID ATTENDANCE SIGN-IN SHEET

JANUARY 24, 2020

LOCATION: 100 W LAUREL STREET - BELLINGHAM, WA

BY SIGNING THIS SHEET, YOU ARE CONFIRMING THAT YOU HAVE REVIEWED AND AGREED TO THE WATERFRONT DISTRICT SITE ACCESS AGREEMENT INCLUDED IN THE BID SOLICITATION.

NAME	REPRESENTING	PHONE	EMAIL
Jim Willard	NCES	360-984-1084	Jimw@net-compliance.com
Luke Hoering	Lautbach Recycling	360-757-4000	Luke@lautbachrecycling.com
Michael Sherwood	Apex	360 510 7403	Apex.MSherwood@gmail.com
Aaron Barreros	AAD	425-698-7925	Aaron@aad-wa.com
Phil Stelfog	Glacier Excavators	425-355-2826	PStelfog@glacierexcavators.com
John Muenscher	J.T. Muenscher	360 398 8038	JTM 3408@psn.com
Greg Egger	Lautbach Inc	360-223-1077	GregEgger123@gmail.com
Ryan Dorman	AAD	206-793-6189	rdexcavating@psn.com
Lou Ivcevic	RAM	360-715-8643	lou@ramconstruction-wa.com
Derek Eisenhart	Tiger	360-965-7252	derek@tigerconstruction.us
Evan Picking	Scrap It	360 734 1112	Evan.scrapit@gmail.com
Brian Parberry	Scrap It	360 734 1112	Brian.scrapit@gmail.com
Evan Zane	WRS	360-815-2332	evanz@wrsweb.com
Justin Cunderson	WRS	360 510 7934	Justin@WRSweb.com
Cathy Marquez	EAS	360 755-1055	AsbestosEAS@aol.com
Alfonso Marquez	EAS	360 755 1055	AsbestosEAS@aol.com

**WATERFRONT DISTRICT
SITE ACCESS AGREEMENT**

WHEREAS, User desires to access the property that was formerly owned by Georgia-Pacific Corporation ("GP") (the "Property"), for the purposes of conducting a site reconnaissance of the interior, exterior, and rooftop areas at the Lignin Warehouse site for the purposes of developing a public works contract bid;

WHEREAS, the Property is a former industrial site which is currently undergoing demolition and other construction activities and is in a state of disrepair;

WHEREAS, User understands that the Property may contain known and latent defects and hazards; and

WHEREAS, the Port is willing to provide the User access to the Property subject to the terms and conditions herein.

NOW THEREFORE, in consideration of and as an inducement to the Port to provide the requested access, the parties agree as follows:

1. **Term of Agreement.** User will be permitted to access the Property during the scheduled pre-bid conference meeting on January 24, 2020 on a non-exclusive basis for the purposes described above. This Agreement shall be effective for only the use on the day(s) noted unless other arrangements have been made with the Port in advance. If other arrangements have been made in advance with the Port, the terms of this Agreement shall control the use and access of the Property by the User.
2. **Terms of Access.** User recognizes that the Property will be used by the Port, GP, and by other users at the time access is granted and that therefore the User's access is non-exclusive and may be limited or terminated for any reason or no reason and at any time by the Port. The User will be accompanied by Port staff at all times and will follow all directions from Port staff while on the Property.
3. **Cost of Access.** User agrees to pay to the Port the sum of \$ N/A per hour of access to compensate the Port for the staff time needed to facilitate the access. The Port will provide an invoice to the User detailing the staff time expended. User will pay the Port within ten (10) days of the mailing of the invoice to the User at the address indicated below.
4. **Rules and Regulations Affecting Access to the Site.** The Port has adopted certain rules and policies regarding the use of the Property.
 - a) All persons not in a vehicle and within proximity of most buildings are required to wear a hardhat, high-visibility vest, and safety glasses.
 - b) Footwear shall be appropriate for an industrial site.
 - c) In addition to wearing a hardhat, persons or groups entering buildings are required to have a cell phone or two-way radio.
 - d) It is recommended, that persons entering buildings use a "buddy-system."

These Rules may be updated from time to time by the Port to ensure the orderly utilization of the Property by the various users. User agrees to comply with the Rules and any direction given by Port staff while on the Property. User further agrees that the Port may deny further access to the Property for any reason or no reason, including the User's failure to comply with the Rules or direction from Port staff.

5. **Release.** User does hereby forever release the Port, its commissioners, employees, agents, consultants, and contractors from any and all claims, demands, damages, liabilities, suits, actions and causes of action of whatsoever kind related to or arising from access to the Property or transportation to, from, or on the Property by the Port. This release extends to any and all personal injury and property damage of whatsoever kind. This release extends to all state and federal claims, including but not limited to, claims arising in admiralty.

6. **Hold Harmless.** User further agrees, as additional consideration for access to the Property, to save, defend, hold harmless, and indemnify the Port, its commissioners, employees and agents against, and for any claim, including but not limited to, any claim made by or on behalf of any employee of User against the Port for personal injury or property damage. Such duty shall include the obligation to pay all attorneys' fees and costs in defending the Port, its commissioners, employees or agents in any claim for contribution or indemnity.

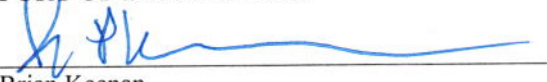
7. **Execution of Site Access Agreement by Employees of User.** Before any employee or assistant of User may enter the Property with or without User, User must provide the Port with a New Whatcom Site Access Agreement executed by said employee or assistant.

8. **No Rights Created.** Nothing herein shall create any right of access to the Property. Access to the Property granted herein by the Port is permissive only, is further subject to all conditions set forth herein, and subject to rescission at any time at the discretion of the Port.

9. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement.

Dated this 24th day of January, 2020.

PORT OF BELLINGHAM



Brian Keenan
Project Engineer

Dated this 24th day of January, 2020.