

**BIDDER'S NAME:** Rodarte Construction, Inc.

**PROJECT TITLE:** ARKEMA INTERIM ACTION - PHASE 1

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project site, and has determined for itself all situations affecting the Work herein Bid upon. Bidder proposes and agrees, if this Bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all Work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

| ITEM NO. | DESCRIPTION OF ITEM                                           | QTY    | UOM  | UNIT PRICE | EXTENDED PRICE (QTY. X UNIT PRICE) |
|----------|---------------------------------------------------------------|--------|------|------------|------------------------------------|
| 1        | Mobilization and Demobilization                               | 1      | LS   | 600,000.00 | 600,000.00                         |
| 2        | Project Administration                                        | 1      | LS   | 432,000.00 | 432,000.00                         |
| 3        | TESC                                                          | 1      | LS   | 130,000.00 | 130,000.00                         |
| 4        | Clearing and Grubbing                                         | 9.2    | ACRE | 25,000.00  | 230,000.00                         |
| 5        | Demolition - Asphalt (4-inch thickness)                       | 1,213  | CY   | 8.00       | 9,704.00                           |
| 6        | Demolition - Concrete                                         | 5,400  | CY   | 10.00      | 54,000.00                          |
| 7        | Demolition - Rail Road Ties                                   | 27     | Ton  | 475.00     | 12,825.00                          |
| 8        | Demolition - Subsurface Utilities                             | 1      | LS   | 17,000.00  | 17,000.00                          |
| 9        | Demolition - Miscellaneous Debris Allowance                   | 17     | Tons | 500.00     | 8,500.00                           |
| 10       | Preload Placement & Compaction - On Site Material             | 3,700  | CY   | 4.50       | 16,650.00                          |
| 11       | Preload Placement & Compaction - Import Material              | 9,320  | CY   | 60.00      | 559,200.00                         |
| 12       | Preload Removal & Stockpiling                                 | 10,520 | CY   | 4.50       | 47,340.00                          |
| 13       | Storm Drain Preload Removal                                   | 1      | LS   | 4,500.00   | 4,500.00                           |
| 14       | Pre-cap Grading and Earthworks                                | 1      | LS   | 50,000.00  | 50,000.00                          |
| 15       | North Outfall                                                 | 1      | LS   | 251,500.00 | 251,500.00                         |
| 16       | South Outfall                                                 | 1      | LS   | 250,000.00 | 250,000.00                         |
| 17       | Storm Piping                                                  | 1      | LS   | 450,000.00 | 450,000.00                         |
| 18       | Utility Structures                                            | 1      | LS   | 100,000.00 | 100,000.00                         |
| 19       | Treatment Vaults                                              | 1      | LS   | 450,000.00 | 450,000.00                         |
| 20       | Inline Check Valves                                           | 1      | LS   | 70,000.00  | 70,000.00                          |
| 21       | Temporary East-West Ditch Stormwater Re-Route Pump System     | 1      | LS   | 55,000.00  | 55,000.00                          |
| 22       | Temporary East-West Stormwater Re-Route Pump System Operation | 21     | DAY  | 4,000.00   | 84,000.00                          |

|        |                                                                            |          |           |            |              |
|--------|----------------------------------------------------------------------------|----------|-----------|------------|--------------|
| 23     | Temporary Utility Trench<br>Dewatering Pump and Treatment System           | 1        | LS        | 260,000.00 | 260,000.00   |
| 24     | Temporary Utility Trench<br>Dewatering Pump and Treatment System Operation | 21       | DAY       | 4,000.00   | 84,000.00    |
| 25     | Containment Wall                                                           | 76,491   | VSF       | 28.00      | 2,141,748.00 |
| 26     | Permanent Containment Wall<br>Protective Cap                               | 251,076  | SF        | 1.00       | 251,076.00   |
| 27     | Containment Wall Surfacing                                                 | 1        | LS        | 65,000.00  | 65,000.00    |
| 28     | Trench Safety Systems                                                      | 1        | LS        | 5,500.00   | 5,500.00     |
| 29     | Utility Trench Over Excavation and<br>Backfill Allowance                   | 100      | Tons      | 60.00      | 6,000.00     |
| [1] 30 | <u>Shoreline Debris Removal</u>                                            | <u>1</u> | <u>LS</u> | 5,000.00   | 5,000.00     |

|                                                                 |              |
|-----------------------------------------------------------------|--------------|
| TOTAL BID AMOUNT                                                | 6,700,543.00 |
| 10.3% WASHINGTON STATE SALES TAX (WSST) ON BASE BID<br>SUBTOTAL | 690,155.93   |
| BID TOTAL (WITH WSST)                                           | 7,390,698.93 |

Note: Show prices in figures only.

Evaluation of Bids. In accordance with the provisions of the Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive Bid.

Schedule of Unit Prices. The unit prices are proposed to apply only in the event of additions to, or deletions from, the work required and ordered. All prices shall include complete installation without Washington State Sales Tax. The bidder shall propose a price for each item; failure to propose a price for each item may render the bid non-responsive. The Port reserves the right to accept or reject the unit prices proposed.

Trench Excavation Safety Provision. If the bid amount contains work which requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with RCW 39.04 and WAC 296-155-650. Bidder shall include a lump sum amount, excluding Washington State Sales Tax. If trench excavation safety provisions do not pertain to the Work, the Bidder should enter "N.A." or "Not Applicable" in the blank below.

Trench Excavation Safety: 5,000.00. In accordance with RCW 39.04.180, Bidders are instructed to write in the cost (\$) of trench safety systems here.

Principal Subcontractors/Suppliers. For Bids greater than one million (\$1,000,000) dollars, the Bidder shall list below the name of each subcontractor or supplier to whom the Bidder proposes to subcontract the portions of the work listed below, or name itself for the work, in accordance with RCW 39.30.060.

| Work to be preformed                                   | License Number | Name of Firm         |
|--------------------------------------------------------|----------------|----------------------|
| HVAC (Heating, Ventilation, and Air Conditioning) Work |                |                      |
| Plumbing Work                                          |                |                      |
| Electrical Work                                        |                |                      |
| Structural Steel Installation                          | RODARI*225D9   | Rodarte Construction |
| Rebar Installation                                     | RODARI*225D9   | Rodarte construction |

Non-Collusion Representation. The Bidder declares under penalty of perjury that the Bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named; and further represents that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or encouraged any other person or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder or bidders.

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, nor 49.52 RCW.

Addenda. Bidder acknowledges receipt and acceptance of all Addenda through No. 5 (Identify Last Addenda By Number)

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least five (5) percent of the Base Bid Subtotal, shall be submitted with this Bid.

Apprenticeship Requirements. For Bids greater than one million (\$1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

Rodarte Construction, Inc.  
Name of Firm

9.17.26  
Date

[Signature]  
Signature  
17 East Valley Hwy E  
Mailing Address

Jared Rodarte, President  
Printed Name and Title  
Auburn, WA, 98092  
City, State Zip Code

(253)939-0532

Telephone Number

RODARI\* 22SD9

WA State Contractor's License No.

john@rodarteconstruction.com

Email Address

434388-00-4

Employment Security Department No.

Identification of Bidder as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity

**END OF SECTION**

DIVISION 00 - Division 00 - Procurement and Contracting Requirements  
SECTION 00 43 13 - Bid Security Form

KNOW ALL MEN BY THESE PRESENTS:

That we, Rodarte Construction, Inc., as Principal, and  
Western Surety Company, as Surety, are held and firmly bound unto  
the PORT OF TACOMA as Obligee, in the penal sum of Five Percent (5%) of the Total Bid Amount  
Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigned, jointly and severally, by these present.

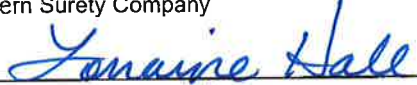
The condition of this obligation is such that if the Obligee shall make any award to the Principal for  
Arkema Interim Action - Phase 1, Project No. 101585.01  
Contract No. PA 000000403, Procurement No. 072026-1015, according to the terms of the proposal or bid  
made by the Principal therefor, and the Principal shall duly make and enter into a contract with the  
Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the  
faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the principal shall, in  
case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the  
call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and  
effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages,  
the amount of this bond.

SIGNED, SEALED AND DATED THIS 28th DAY OF August, 2026

Rodarte Construction, Inc.

BY   
PRINCIPAL

Western Surety Company

BY   
SURETY Lorraine Hale, Attorney-in-Fact

Kenneth J. Frick / Terril, Lewis & Wilke Insurance, Inc.

PO Box 1789

Yakima, WA 98907

AGENT AND ADDRESS

Note: Bidder may submit Surety's bid bond form, provided it is similar in substance, made out in the  
name of the Port of Tacoma, and that the agent's name and address appear as specified. Bonds  
containing riders limiting responsibility for toxic waste or limiting the term of responsibility will be rejected.

END OF SECTION

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Rod Lewis, Kenneth J Frick, Lorraine Hale, Nancy Salset, Aaron McCoy, Individually**

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on August 6, 2026.

State of South Dakota }  
County of Minnehaha }

ss



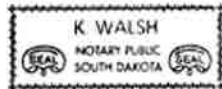
WESTERN SURETY COMPANY

Larry Kasten, Vice President

On August 6, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

### CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on August 28, 2026

WESTERN SURETY COMPANY



P. Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.**

**Rodarte Construction, Inc.**

17 East Valley Hwy E  
Auburn, WA 98092  
(253)939-0532

**TO: Port of Tacoma**

*Front Reception Desk, Port Administration Office*

**One Sitcum Plaza,  
Tacoma, WA, 98421**

9/17  
1:48 

**Sealed Bid: Arkema Interim Action-  
Phase 1; Project No.101585.01;  
Contract No. PA000000403;  
Procurement No. 072026-1051  
Thursday, September 17th, 2026  
@ 2:00 PM**

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