

PORT OF HOOD RIVER COMMISSION
Tuesday, March 21, 2017
Marina Center Boardroom
Upon the Conclusion of the Spring Planning Work Session (3:00 p.m.)

Regular Session Agenda

1. Call to Order
 - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30 minute limit)

Open Public Hearing pursuant to ORS 279B.075 to hear comments and protests on the Port's findings in support of a proposed exemption from competitive bidding based on goods & services being available from only one source; purchase and installation of automated toll monitoring system, Kapsch Trafficom IVHS, Inc.

3. Consent Agenda
 - a. Approve Minutes of March 7, 2017 Joint Work Session with Port of Cascade Locks and Regular Session ([Genevieve Scholl – Page 3](#))
 - b. Approve Lease Addendum No. 4 with Cloud Cap Technology, Inc. at the Wasco Building ([Anne Medenbach – Page 9](#))
 4. Director's Report ([Michael McElwee](#))
 5. Commissioner, Committee Reports
 - a. Waterfront Recreation Committee (March 8)
 - b. Urban Renewal (March 13)
 6. Action Items
 - a. Authorize Project Review Reimbursable Agreement with Washington Department of Transportation Not to Exceed \$22,500 ([Michael McElwee – Page 15](#))
 - b. Approve Intergovernmental Agreement with City of Hood River for Lift Station Easement ([Anne Medenbach – Page 23](#))
 - c. Approve Contract with Vista GeoEnvironmental for Engineering Services at the Lower Mill Site Not to Exceed \$26,460 ([Anne Medenbach – Page 43](#))
 - d. Approve Amendment No. 1 to Task Order No. 2 with Century West Engineering for Design Services for the South Taxiway Rehabilitation Project Not to Exceed \$21,950 ([Anne Medenbach – Page 57](#))
 - e. Approve Sole Source Goods & Services Contract with Kapsch Trafficom IVHS, Inc. for Purchase and Installation of Automated Toll Monitoring System ([Fred Kowell – Page 65](#))
 7. Commission Call
-
8. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 9. Possible Action
 10. Adjourn

If you have a disability that requires any special materials, services, or assistance, please contact us at 541-386-1645 so we may arrange for appropriate accommodations.

*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

Port of Hood River Commission

**Meeting Minutes of March 21, 2017 Joint Work Session of the Boards of Commissioners of the Port of Hood River and the Port of Cascade Locks
Marina Center Boardroom
12:00 P.M.**

THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.

Present: Port of Hood River Commissioners Brian Shortt, Jon Davies, Rich McBride, Hoby Streich, and Fred Duckwall (arriving at 4:45 p.m.); Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and John Mann.
Port of Cascade Locks Commissioners Jess Groves, Joienne Caldwell, Brad Lorang, Dean Bump; from staff, Paul Koch, Brittany Berge, Melissa Warren

Absent: Port of Cascade Locks Commissioner John Stipan

Media: Patrick Mulvihill, Hood River News

1. CALL TO ORDER: A joint Work Session with the Port of Cascade Locks was called to order at 4:03p.m. Port of Hood River Commission President Brian Shortt and Port of Cascade Locks Commission President Jess Groves.

2. OPENING REMARKS Commissioner Shortt thanked the Port of Cascade Locks (POCL) for initiating the joint meeting and discussed the importance of the bridges of the Gorge to the regional economy. Commissioner Groves discussed the “common ground” shared by both Ports in regards to bridges (maintenance, tolling, weight limits, liabilities, designations, inclusion on freight plans, etc.), industrial development, and offered summary comments on the importance of ports generally in the region.

3. DISCUSSION TOPICS:

a. Legislative Session: Port of Hood River (POHR) Executive Director Michael McElwee led a group discussion on the upcoming legislative session in Oregon, summarizing two bills, sponsored by Representative Mark Johnson and Senator Chuck Thomsen, related to efforts to replace the Hood River Interstate Bridge. HB 2750 would establish and clarify the Port’s tolling authority; property tax policy related to bridge ownership; contracting authorities for design and construction of a new bridge; and provide direction ODOT in partnering with the Port for tolling enforcement. McElwee noted that these issues were critical to enabling the Port to pursue either a public Design/Build path to replacement, or a public/private partnership. HB 2749 would provide \$5 million of state funding to support the completion of the predevelopment tasks associated with bridge replacement including completion of a Final Environmental Impact Statement (FEIS), some design and engineering, permitting, and right-of-way acquisitions. He noted that both bills would have hearings in the Transportation Policy Committee chaired by Representative Caddy McKeown sometime in March.

POCL Executive Director Paul Koch discussed SB 454, introduced by Senator Chuck Thomsen that would improve weigh station access in Cascade Locks; enable state funds to be provided to ports for local match requirements to federal grants; and require ODOT and WSDOT to work within the National Scenic Area to develop a comprehensive transportation plan for the region. Koch noted that the 10-year goal of the POCL is to have 80% of toll revenue dedicated to maintenance and capital improvements on the Bridge of the Gods, with the remaining 20% supporting economic development in the port district.

General discussion on the National Scenic Area Act followed, with Koch, McElwee, Shortt, and Groves all commenting on the states’ obligations and the delivery of the second purpose of the Act by the Gorge Commission, i.e., economic development.

Commissioner Shortt recommended the ports reach out to the County Commission and request their leadership on the issue; suggesting a five county port/county/city leadership summit event be produced in the fall of 2017

to foster collaboration among elected officials. Commissioner Caldwell recommended the OneGorge Advocacy Group to take on facilitation of the event. There was consensus in support of the event with the caveat that the agenda for such a meeting should be very well developed to provide real value for attendees. McElwee suggested that the five Port Presidents get together to plan next steps before recruiting OneGorge as facilitators.

b. Heavy trucks impacts on bridges: Commissioner Groves briefly discussed the impact of heavy trucks on the Bridge of the Gods and the Hood River Bridge. McElwee described work underway to implement a new signage plan for the Hood River Bridge, and future need for jump scales for enforcement.

c. Tolling collaboration: POHR Chief Financial Officer Fred Kowell described the Port of Hood River’s toll system upgrade work currently underway. He noted discussions with POCL staff related to potential collaboration and technology sharing among the Ports in the future. Koch noted that the POCL intends to reposition the toll house and canopy to enable BreezeBy lanes and eventually utilize the same technology as the POHR. Kowell described the remaining phases of the upgrade, and McElwee noted that the new system could enable weigh-in-motion and license plate recognition.

d. Regional representation: McElwee and Groves discussed the shared need of the ports to reach out to the county’s three other representatives on the Region 1 Area Commission on Transportation (ACT), (besides Commissioner Groves who currently serves as one of the four county representatives). Groves noted his appointment to the NOAA Columbia Basin Partnership, and that group’s work providing input on the renegotiation of the Columbia River Treaty and the related Biological Opinion.

4. ADJOURN: The joint work session was adjourned at 5:30 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

*Port of Hood River Commission
Meeting Minutes of March 7, 2017 Regular Session
Marina Center Boardroom
5:30 P.M.*

THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and John Mann

Absent: None

Media: Patrick Mulvihill, Hood River News

1. CALL TO ORDER: President Brian Shortt called the Regular Session meeting to order at 5:37 p.m.

a. Modifications, Additions to Agenda: McElwee stated that Reports Item 4.a., relating to the City of Hood River proposed Dog Park, should be postponed to April 4. McElwee stated that a new item, Authorize Project Review Reimbursable Agreement with Washington Department of Transportation not to exceed \$22,500, should be added to the agenda as Action Item 7.b.

2. PUBLIC COMMENT: None.

3. CONSENT AGENDA:

- a. Approve Minutes of February 21, 2017 Regular Session
- b. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$7,494.00

Motion: Move to approve Consent Agenda.

Move: Davies, who cited a potential conflict of interest due to a client relationship with Jaques Sharp Attorneys at Law

Second: Streich

Vote: Aye: Unanimous.

MOTION CARRIED

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

b. Snow Removal, Emergency Response Crew Report: John Mann, Facilities & Maintenance Manager, provided a report on the maintenance crew’s response to the “30-year storm event” of this winter that required significant snow response for 9 weeks straight. Mann noted that the bridge and its approaches are always the top priority. Mann detailed work required at the Chamber and DMV Buildings, the Marina, port owned properties in Odell, and the main offices. He described in detail the work required to dig out lights at the Airport by hand and the positive relationship port crews have enjoyed with the new FBO there during this severe weather. He noted there were far fewer reports of leaking roofs compared to previous winters, noting one leak at the Big 7 Building. He provided a slide show of maintenance crews working to clear parking lots and roads, docks, and the airport. He offered his commendations of the crew and recognized their positive attitudes throughout the season, despite long hours and difficult work. Medenbach noted that she had only received two snow-related calls from port tenants all winter, which she attributed to the maintenance crew staying ahead of the snow problems at all port properties. Commissioner Shortt asked Mann to pass on the Commission’s thanks and congratulations on a job well done this winter.

c. Summer Events on Port Properties: Stu Watson, Interim Waterfront Coordinator, introduced himself to the Commission and commended Liz Whitmore for the organized state in which she left the pending work for the position. Watson provided details on two proposed summertime events that would take place on port properties on the waterfront; the Outfound event and an outdoor Water Polo tournament. Outfound, planned for June 8-11, would take place on several waterfront sites including the Event Site, Lot 1, the Marina Green, and the Hook and would feature competitions, demos, speakers, a trade show, and musical events. Watson has

requested full event details from the planners by May 1, and will provide more information to the Commission at that time. Hood River Valley Water Polo coaches Dave Robinson and Kelly Dunn have proposed an outdoor water polo tournament for 16-32 high school teams to take place in late August at the Nichols Basin. The tournament would require accommodations for camping, bleachers, and potential mitigation of underwater obstructions within the proposed polo court boundaries. Watson provided a list of other events coming to port properties this summer including Kiteboard 4 Cancer, potentially featuring a floating stage for musical concerts positioned off the swim beach at the Waterfront Park. Watson invited CGWA Executive Director Bart Vervloet to speak briefly about the group’s plans for that event.

5. DIRECTOR’S REPORT: McElwee noted the draft agenda for the upcoming Spring Budget Planning work session on March 21. He thanked Davies, McBride, and Shortt for attending Senator Jeff Merkley’s town hall pre-meeting with local agencies on March 4. He provided details on three SDC funding requests prepared by Watson for submission to the Urban Renewal Agency to fund: concrete dock relocation and anchorage in Nichols Basin; purchase and installation of modular float docks in Nichols Basin; and bike/ped trail safety upgrades between the Port offices and the Best Western. Davies and McBride commented on the difficulty inherent in relocating/anchoring the concrete dock. McElwee noted that the Port would contract Tim Clackum for help in making the appropriate connections for the docks. Hood River County Prevention Department requests the Port change its Smoking Ordinance to expressly prohibit smoking on all port properties and open spaces. City police would enforce the ordinance. There was general discussion of costs and consensus reached to change the ordinance language to full prohibition. McElwee is working with City Manager Steve Wheeler on an MOU related to the Port/City collaboration on parking management issues on the waterfront. The compensatory wetland required for completion of the Connect VI project on the airport has encountered permitting delays at the FAA, as they require wetland mitigation to occur off site. Staff is working on a solution with the FAA and USFW. Damage to an element of the overhead truss system on the Bridge occurred earlier this month and required closures for assessment and repair. The Auxiliary Truss Project will be advertised for bid in March. McElwee’s editorial on the need for bridge replacement will run in the Hood River News on March 8. The OneGorge facilitated event “Gorgeous Night in Salem,” will take place on March 9.

Fred Kowell noted his new participation on a multi-state tolling consortium dealing with unified toll technology standards known as “6c”; thus far this is the only participation from Oregon.

7. ACTION ITEMS:

a. Convene Local Contract Review Board: The Regular Session was recessed at 6:51 p.m. President Shortt convened the meeting of the Local Contract Review Board to approve the Findings of Fact that Kapsch TraffiCom IVHS, Inc. is a Sole Source Provider for purchase and installation of automated tolling system equipment for the Hood River Interstate Bridge. Fred Kowell presented the Findings of Fact that Kapsh TraffiCom IVHS, Inc., as the only provider that both manufactures and installs needed equipment for the tolling system upgrade project, that they can be considered a sole source.

Motion: Approve Findings of Fact that Kapsch TraffiCom IVHS is a Sole Source Provider for Tolling Equipment for the Port of Hood River.

Move: Duckwall

Second: Davies

Vote: Aye: Unanimous.

MOTION CARRIED

President Shortt reconvened the Regular Session at 7:04 p.m.

b. WSDOT Bridge Signage Agreement: McElwee presented the Project Review Reimbursable Agreement with Washington Department of Transportation to initiate the installation of new signage in accordance with the signed plan prepared by DKS Associates. The agreement would commit the Port to pay up to \$22,500 in costs. Legal counsel recommended postponing approval until legal and insurance review of the WSDOT indemnification clause included in the agreement. No action was taken.

8. COMMISSION CALL: Commissioner Streich requested staff input on the issue of ODOT’s interpretation of port ownership of transportation facilities as being private, versus public. McElwee noted this issue was of greater concern to the Port of Cascade Locks as they are seeking state funding for maintenance, versus full replacement. Streich asked what the Port’s obligations are for runway closures at the airport during snow events. Medenbach answered closure was required at 2 inches, but more importantly ¼ mile visibility. Davies noted his Letter to the Editor of the Hood River News announcing his decision not to run for reelection. Shortt discussed the timing of the Spring Budget Planning work session and the deadline to file for candidacy, indicating his hope that all candidates would attend the work session.

9. EXECUTIVE SESSION: Regular Session was recessed at 7:15 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. POSSIBLE ACTION: The Commission was called back into Regular Session at 7:34 p.m. No action was taken as a result of Executive Session.

11. ADJOURN: The meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

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Prepared by: Anne Medenbach
Date: March 21, 2017
Re: Cloud Cap Technology Inc.

Cloud Cap Technology, Inc. (Cloud Cap) has been a tenant in the Wasco Building since 2008. Cloud Cap currently leases 1,792 sf. This lease addendum addresses three items:

1. Cloud Cap would like to expand into the vacant MCOGG space; and
2. Exercise their existing lease extension option through 2019; and
3. Add two extension options.

When MCOGG vacated the space, a 550 sf space adjacent to Cloud Cap opened up. Cloud Cap would like to expand their production operation space into this area. This will require tenant improvements to:

1. Replace the existing glass and wood door with a solid wood door to ensure confidentiality of their operations, at a cost of \$1,000
2. Move the MCOGG space IT equipment into the main IT closet, at a cost of \$6,995

Now that we have multiple tenants in that space, and for future users, that IT equipment must be located in the main closet.

Cloud Cap has an existing lease option and staff sees no issue with allowing the extension. The two proposed extension options would take the lease through 2023. This addendum stipulates that a new lease rate will be negotiated when extension notice is given and must be agreeable to both parties.

RECOMMENDATION: Approve lease Addendum No. 4 with Cloud Cap Technology, Inc. at the Wasco Building.

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ADDENDUM NO. 4 TO LEASE

Whereas, the Port of Hood River (“Lessor”) and Cloud Cap Technology, Inc. (“Lessee”) entered into a lease of 2,846 square feet at the Wasco Business Building , 205 Wasco Loop, Hood River, Oregon (“building”), effective April 16, 2008 and expiring April 30, 2013; and

Whereas, Lessor and Lessee entered into Addendum No. 1 to the lease dated September 21, 2012 whereby Lessee’s premises were expanded by 1,792 square feet; and

Whereas, Lessor and Lessee entered into Addendum No. 2 to the lease dated April 8, 2013, whereby lease rates were stated, Lessee’s term was extended to April 30, 2015 and annual CPI increase limits were added; and

Whereas, Lessor and Lessee entered into Addendum No. 3, dated July 10, 2015, whereby Lease term was extended through April 30, 2017 at Consumer Price Index for the Portland Area (the April 16, 2008 lease, Addendum No. 1, Addendum No. 2 and Addendum No. 3 are collectively called the “Lease”); and

Whereas, Lessor and Lessee desire to:

- a) add 550 sf of space located in Suite 101 on the first floor to the building as shown in “Exhibit A” attached hereto and made a part hereof. The space is to be taken in “as-is” condition at the current lease terms except that Lessor, at its sole cost and expense, will replace the current door to Suite 101 with a solid core door (no window) and remove the existing IT equipment currently stored in the space; and
- b) exercise the lease option to extend the lease and add two additional months to the renewal term, for a final termination date of June 30, 2019.

Therefore, Lessor and Lessee agree to:

(i) add 550 sf of Suite 101 at the same rate and terms as the existing lease and extend the existing lease through June 30, 2019. Aggregate rent for the entire 5,188 square feet leased by Lessee from Lessor at the building hereunder shall be payable for the period from the Expansion Commencement Date (as defined below) through June 30, 2017 at the rate of \$5,460.17 per month. Thereafter, aggregate rent shall increase by CPI as set forth in Addendum No. 2, effective on July 1, 2017 (to \$5,600.53 per month) and on July 1, 2018. Lessor shall use its best efforts to expedite replacement of the door to Suite 101 and remove the IT equipment in Suite 101 as set forth above and deliver possession of Suite 101 to the Lessee as soon as possible. The “Expansion Commencement Date” shall be the date Lessor delivers Suite 101 to Lessee with the foregoing work completed. Lessee shall not take possession of the expansion space until such time as the work is completed.

(ii) Lessee shall have two (2) options to extend the term of the Lease for additional periods of two (2) years each commencing July 1, 2021 and July 1, 2023, provided Lessee gives Lessor written notice of Lessee’s intent to renew at least one hundred and eighty (180) days prior to the end of the then current term, and also provided that not less than sixty (60) days before the

commencement of a Lease term extension Lessor and Lessee mutually agree in writing to the Lease rental rate that will apply during the extended term .

(iii) Provided that Lessee is not in default under the Lease beyond any applicable cure period, Lessee shall have the right to expand the premises under the Lease to include any space in the building which becomes available for Lessor to rent (the "Available Space"), upon the same terms and at the same per square foot rental rate as contained in the Lease, as the same may be further amended, and subject to the following terms and conditions:

(A) Prior to Lessor entering into a lease/renewal (not including any existing tenant exercising an existing renewal option) for all or any part of the Available Space with a third party, Lessor shall first offer in writing such space for lease to Lessee, provided that Lessee shall exercise both of its renewal options set forth in Section (ii) above.

(B) Within sixty (60) days after Lessee receives said offer from Lessor, Lessee shall either accept or reject such offer by written notice to Lessor. Failure by Lessee to deliver to Lessor a written acceptance thereof within such period shall be deemed a rejection by Lessee of such offer.

(C) If Lessee rejects or is deemed to have rejected said offer, this right of first refusal shall be deemed to have terminated and Lessor shall thereafter be entitled to lease all or any portion of said Available Space to another tenant, provided that Lessee's expansion right will continue with regard to any other portions of Available Space not leased by Lessor to another tenant and shall apply to another tenant's space at the end of such tenant's lease term.

(D) If Lessee accepts said expansion offer in accordance with the provisions hereof, Lessor and Lessee shall thereupon execute an amendment to the Lease adding the Available Space to the Lease in accordance with the provisions of subparagraphs (i) and (ii) above.

Except as modified above all terms of the Lease shall remain in full force and effect.

Lessor shall not be responsible to pay a real estate commission or fee resulting from execution of this Lease Addendum No. 4, or any future Lease extensions; Lessee shall hold Lessor harmless therefrom for any claims for brokerage commissions arising through Lessee.

The persons executing this Lease Addendum No. 4 for Lessor and Lessee warrant that they have the authority to do so.

DATED THIS _____ DAY OF _____, 2017.

By: _____
Michael McElwee, Executive Director
Port of Hood River

By: _____
Matt Lendway, General Manager
Cloud Cap Technology, Inc.

Exhibit A

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Prepared by: Michael McElwee
Date: March 21, 2017
Re: WSDOT Signage Agreement

The attached Project Review Reimbursable Agreement (“Agreement”) was considered by the Commission at the March 7 regular meeting. Authorization was not approved pending further discussion with WSDOT regarding the Indemnification section and further evaluation by General Counsel Jerry Jaques. This has been accomplished and the recommendation is for the Commission to approve the Agreement with no changes.

From March 7, 2017 Memorandum:

DKS Engineers was retained by the Port to prepare a signage plan for the Hood River Bridge and assist with its implementation. New signage for the Bridge itself has been fabricated and delivered and will be installed by Port staff in the coming weeks. For signage off of Port property on State highways, DKS has coordinated their efforts with both ODOT and WSDOT. Work related to signage on I-84 is still underway with ODOT.

Work related to signage on SR-14 is complete and WSDOT has prepared the attached Project Review Reimbursable Agreement to initiate the installation of new signage in accordance with the area signage plan, also attached. The agreement would commit the Port to pay approximately \$18,000 payment with the further commitment of up to a 25% increase or \$22,500 if actual costs are greater than estimated. Signs would be installed by WSDOT crews in the next several months.

STAFF RECOMMENDATION: Authorize Project Review Reimbursable Agreement with Washington Department of Transportation not to exceed \$22,500.

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Project Rev Reimbursable Agreement

Project Review Reimbursable Agreement		Applicant or Local Agency Port of Hood River	
		Billing Address 1000 E. Port Marina Drive Hood River, OR 97031	
Region Southwest	Contact Email mmcelwee@portofhoodriver.com		
Agreement Number J D1599	Contact Name Michael McElwee, Executive Director		Contact Phone 541-386-1138
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate \$18,000.00*			Surety Amount \$ <input checked="" type="checkbox"/> Not Applicable
SR 14	MP 64.72-65.63	Project Name Port of Hood River Bridge Signing Plan	
Detailed Description of Work by WSDOT			
Project Review <input type="checkbox"/> Inspection <input type="checkbox"/> Other (see description of work) <input checked="" type="checkbox"/>		Update existing Hood River Bridge signs on State Route 14 from milepost 64.72 to 65.63. All signs to be installed are shown on Attachment A. Upon installation, WSDOT will maintain the signs. *Current Indirect Cost Rate is 10.52% and is valid through June 30, 2017.	

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter the "ENTITY,"

WHEREAS, the ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work, and

WHEREAS, the ENTITY is responsible for the costs associated with the work,

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. GENERAL

1.1 The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.

1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.

1.3 All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.

2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.

2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.

2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

6. AMENDMENT

6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by PARTIES below.

ENTITY

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

TIN: 93-6002559

OR

Social Security Number:

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Prepared by: Anne Medenbach
Date: March 21, 2017
Re: IGA with City of Hood River - Lift Station

There is a sewer lift station on Port property located just north of the boat launch restrooms. The Port owns this lift station and under an IGA executed in 2010 between the Port and the City, the City provided inspection, maintenance, and repair of the lift station for the Port, at a cost of \$5,000 per year.

The proposed IGA terminates the original 2010 IGA, and grants a permanent easement to the City which includes the lift station and pipes. This would transfer the construction, ownership, maintenance, and repair of the system to the City.

Staff has reviewed designs and related documents with the City and has approved the final plans for this system. The construction is scheduled to begin in April of this year and be completed before June. The traffic impact will be mitigated by the City with flagging and signage, and the Port will be involved in the inspections and notification process.

RECOMMENDATION: Approve Intergovernmental Agreement with the City of Hood River granting a permanent easement for the Marina Lift Station.

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INTERGOVERNMENTAL AGREEMENT East Port Marina Drive Sanitary Sewer Lift Station

Parties to this Agreement:

<p>CITY OF HOOD RIVER An Oregon Municipal Corporation 211 2nd Street Hood River, OR 97031</p>	<p>The "City"</p>
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<p>PORT OF HOOD RIVER An Oregon Port District P.O. Box 239 Hood River, OR 97031</p>	<p>The "Port"</p>
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RECITALS

WHEREAS, the City owns and operates a municipal wastewater collection system and treatment plant to serve the residents and businesses of the City and needs to site and construct a new sanitary sewer lift station across real property owned by the Port; and

WHEREAS, the Port owns and manages real property within the City's corporate limits along the Columbia River and desires to combine its existing sanitary lift station with the City's new sanitary lift station located just north of the Port's Marina Drive restroom; and

WHEREAS, the City desires to obtain an easement from the Port on and across Port property for the City's new sanitary sewer lift station, influent and discharge pipes, and the Port desires to terminate the Intergovernmental Agreement for inspection and maintenance services on the Port sanitary sewer system in exchange.

NOW THEREFORE, based on the foregoing Recitals, the mutual covenants provided for in this Agreement, and for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Port Responsibilities: The Port shall be responsible for the following:
 - a) Sanitary sewer lift station easement: The Port shall grant to the City a non-exclusive permanent easement and a temporary construction easement in the location described in the Bell Design Legal Description labeled Exhibit A and shown on the Bell Design Company Exhibit Map, each dated February 3, 2017 Detail D-1 Sheet 1 and 2, attached hereto and incorporated herein by this reference. The easement granted to the City will accommodate the construction, operation, maintenance, repair and future replacement of a sanitary sewer lift station and pipes across Port property. The specifications and drawings for the sanitary sewer lift station are set forth in documents prepared by Bell Design Company dated January 23, 2017, which are incorporated herein by this reference and have been reviewed and approved by the Port.
 - b) The Port will cooperate with the City in the design and construction of the sanitary sewer lift station and in the City's on-going maintenance, operation, repair and replacement of the sewer line, pump station and related facilities following construction.

- c) The Port shall participate with the City in an advisory capacity in design, bidding and construction of the sanitary sewer pipe and pump station provided for herein in the following ways:
- i. Preparation of plans, construction drawings, specifications and bid packets.
 - ii. Bid review, selection and/or rejection of contractor(s),
 - iii. Review and oversight of construction and all change orders during construction,
 - iv. Review, inspection, acceptance or rejection of work

2. City of Hood River: The City shall be responsible for the following:

- a) Sanitary Sewer lift station easement: The City shall coordinate and cooperate with the Port in the design and construction of its sanitary sewer lift station within the easement granted to it by the Port. The City shall be responsible for the cost of design, construction and related expenses associated with the sanitary sewer lift station. The City shall be responsible for obtaining any required federal, state or local permits for this work and for compliance with the appropriate applicable public bidding and procurement laws. The City shall engage and cooperate with the Port in the operation, maintenance, repair and replacement of the sewer pipe and pump station provided within the easement area.
- b) Access Road to the Marina: The City will cooperate and coordinate with the Port in the design and preparation of bid documents associated with the construction and repaving of the access road and installing curbing to the East Port Marina Drive, to be installed and paid for, by the City, as shown in the drawings labeled Exhibit C, attached hereto and incorporated herein by this reference. The City shall be responsible for obtaining any required federal, state or local permits for this work.
- c) Prior to making a substantial change to the Bell Design Company specifications or drawings the City will consult with the Port about the proposed change. The parties shall agree upon a form of easement that fulfills this requirement within 14 days following execution of this Agreement and execute that easement within 28 days following execution of this Agreement.

3. The parties agree that, in exchange for entering into this agreement, the Parties shall terminate the Intergovernmental Agreement for inspection and maintenance services on the Port sanitary sewer system (See Exhibit B).

4. Statutory Intergovernmental Agreement and Authority. This Agreement is entered into by and between the parties as a statutory intergovernmental agreement pursuant to ORS 190.003 to 190.130. The individuals whose signatures appear below certify that each is fully authorized by their respective governing body to execute this Agreement on the party's behalf and to fully bind the party to its terms.

5. Entire Agreement. This Agreement, including Exhibits A, B, C, and Detail D-1 Sheet 1 and 2 referenced herein and the recitals, constitute the entire agreement between the parties

with regard to the matters addressed herein. No terms or representations not set forth in this Agreement or the referenced exhibits shall be considered a part of or enforceable under this Agreement.

6. Effective Date, Term and Modification: This Agreement shall be effective as of the last date signed below, and its term shall be perpetual until all obligations stated herein have been fully performed. This Agreement may be modified at any time only upon the mutual written consent of all parties.

7. No Third Party Beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

8. Dispute Resolution and Attorney Fees: Any dispute arising under this Agreement shall be resolved, first, through direct communication between the Port Executive Director and the City Manager including any appropriate staff, then by mediation and then by binding arbitration in Hood River County, Oregon under Oregon law. Each party shall be responsible for its own costs associated with dispute resolution and for one half of the cost of a mediator and/or arbitrator.

IT IS SO AGREED:

For the City of Hood River:

For the Port of Hood River:

Hood River City Manager

Port of Hood River Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

Attorney for the Port

EXHIBIT A
2/3/17
Page 1 of 2

Lift Station Easement Legal Description

A tract of land in Section 30, Township 3 North, Range 10 East, W.M., Hood River County, Oregon, more particularly described as follows:

Commencing at the Point of Beginning as per Deed Book 17, Page 580 from the Oregon-Washington Bridge Company; thence South 17°17'56" West, a distance of 172.39 feet to a point on the North line of an Exception for Parcel 2 of Hood River County Deed in Book 48, Page 265, as described in Hood River County Deed in Book 18, Page 346;

Thence along said North line South 46°53'55" West, a distance of 277.73 feet; thence North 43°06'05" West a distance 16.73 feet to the True Point of Beginning;

thence North 52°48'16" West, a distance of 36.61 feet;
thence South 37°18'43" West, a distance of 21.65 feet;
thence South 72°42'43" East, a distance of 9.80 feet;
thence South 53°12'34" East, a distance of 10.09 feet;
thence South 35°57'32" West, a distance of 19.10 feet;
thence South 52°48'16" East, a distance of 18.06 feet;
thence North 35°27'58" East, a distance of 37.35 feet to the Point of Beginning.

EXHIBIT A
2/3/17
Page 2 of 2

Pipeline Easement Legal Description

A strip of land in Section 30, Township 3 North, Range 10 East, W.M., Hood River County, Oregon, more particularly described as follows:

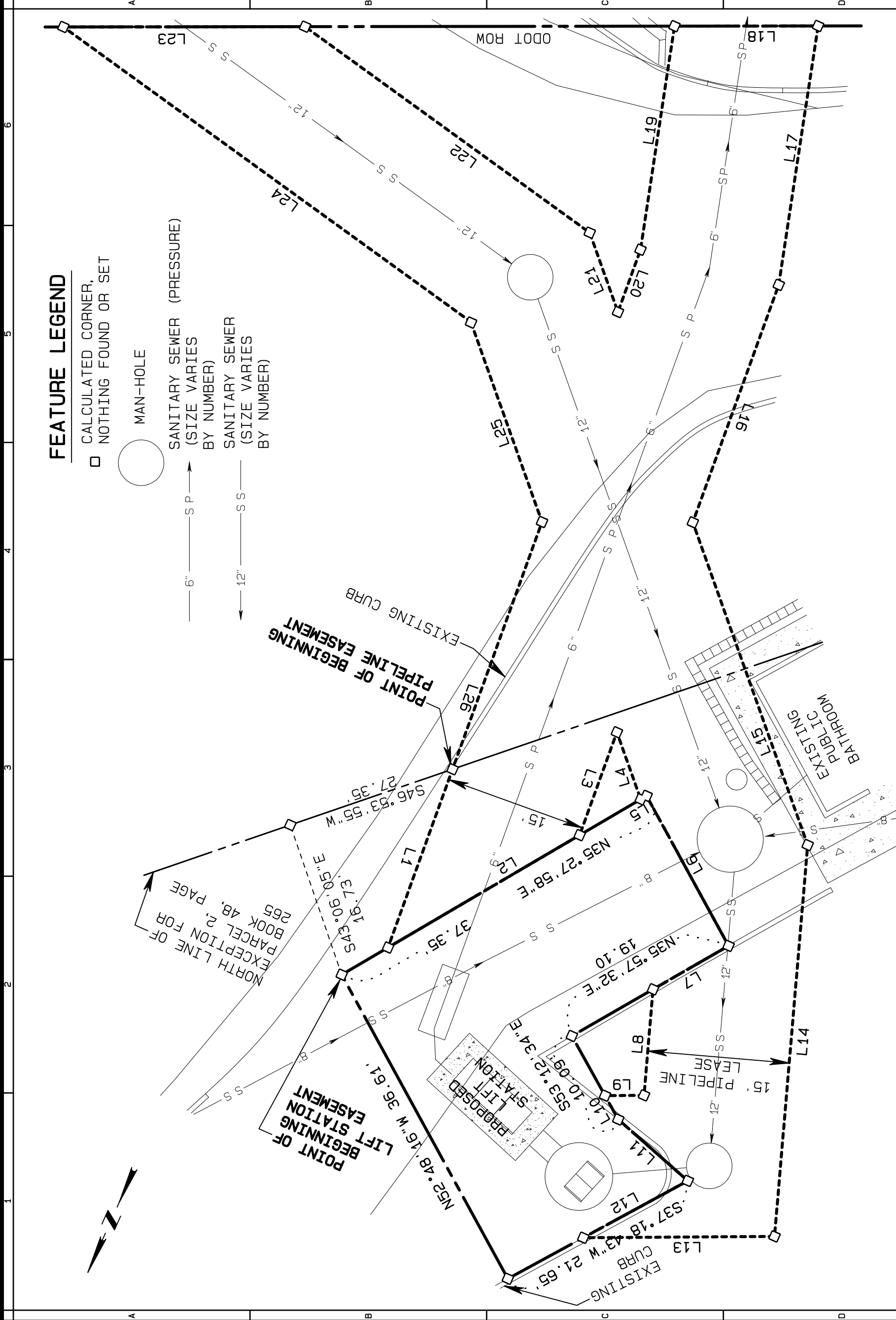
Commencing at the Point of Beginning as per Deed Book 17, Page 580 from the Oregon-Washington Bridge Company; thence South 17°17'56" West, a distance of 172.39 feet to a point on the North line of an Exception for Parcel 2 of Hood River County Deed in Book 48, Page 265, as described in Hood River County Deed in Book 18, Page 346;

Thence along said North line South 46°53'55" West, a distance of 295.68 feet to the Point of Beginning:

Thence North 04°15'02" West, a distance of 20.03 feet;
thence South 35°27'58" West, a distance of 23.47 feet;
thence South 04°15'02" East, a distance of 11.56 feet;
thence North 43°44'15" West, a distance of 7.52 feet;
thence South 35°27'58" West, a distance of 0.72 feet;
thence North 52°48'16" West, a distance of 18.06 feet;
thence North 35°57'32" East, a distance of 9.21 feet;
thence North 19°18'11" West, a distance of 11.25 feet;
thence North 65°27'59" East, a distance of 4.12 feet;
thence North 53°12'34" West, a distance of 2.88 feet;
thence North 72°42'43" West, a distance of 9.80 feet;
thence North 37°18'43" East, a distance of 12.58 feet;
thence South 65°27'59" West, a distance of 20.22 feet;
thence South 19°18'11" East, a distance of 41.51 feet;
thence South 43°44'15" East, a distance of 36.19 feet;
thence South 04°15'02" East, a distance of 26.68 feet;
thence South 15°30'02" East, a distance of 27.67 feet;
thence North 65°46'48" East, a distance of 15.18 feet;
thence North 15°30'02" West, a distance of 23.89 feet;
thence North 04°15'02" West, a distance of 7.00 feet;
thence South 43°44'15" East, a distance of 8.90 feet;
thence South 78°15'17" East, a distance of 37.13 feet;
thence North 65°46'48" East, a distance of 25.54 feet;
thence North 78°15'17" West, a distance of 53.14 feet;
thence North 43°44'15" West, a distance of 22.45 feet;
thence North 04°15'02" West, a distance of 27.79 feet to the Point of Beginning.

This Lease is intended to provide 7.5' (7.5 feet) of access for construction and maintenance on either side of multiple sanitary sewer pipelines.

<p>BELL DESIGN COMPANY CIVIL ENGINEERING LAND SURVEYING 900 WEST STEUBEN STREET, P.O.B. 308, BINGEN, WA, 98605 PHONE (509) 493-3886, FAX (509) 493-3885 belldesigncompany.com</p>		<p>CITY OF HOOD RIVER PROJECT #633 EAST PORT MARINA DRIVE LIFT STATION HOOD RIVER OREGON</p>	<p>DATE: 2/3/17 DRAWN BY: [Name] CHECKED BY: [Name] REVISIONS: [Table] SHEET NO.: 14B147</p>
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FEATURE LEGEND

- CALCULATED CORNER,
NOTHING FOUND OR SET
- MAN-HOLE
- 6" S P
SANITARY SEWER (PRESSURE)
(SIZE VARIES BY NUMBER)
- 12" S S
SANITARY SEWER
(SIZE VARIES BY NUMBER)

EXHIBIT MAP - SHEET 1 OF 2

SCALE 1" = 10'-0"

THIS LINE IS 1" LONG. THIS LINE IS NOT 1" LONG. ADJUST SCALE ACCORDINGLY

SHEET NO. C1.00

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 Bell Design Company, Inc. is
 prohibited. This drawing is the
 property of Bell Design Company,
 Inc. and shall not be loaned,
 copied, or otherwise used in
 violation of the original
 intention.

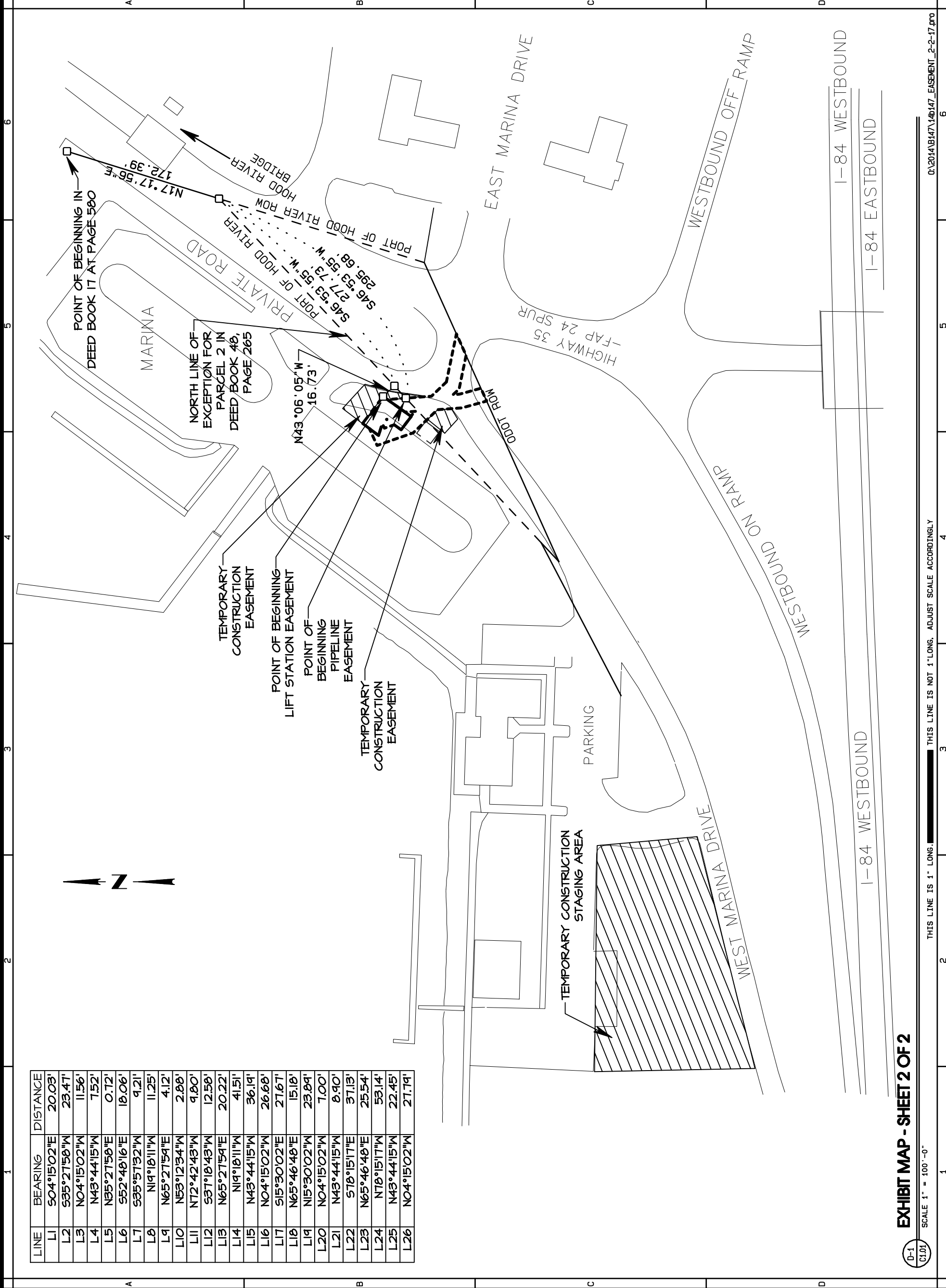
BELL DESIGN COMPANY
CIVIL ENGINEERING
 LAND SURVEYING
 900 WEST STEUBEN STREET, P.O.B. 308, BINGEN, WA, 98605
 PHONE (509) 493-3886, FAX (509) 493-3885
 belldesigncompany.com



EXHIBIT MAP
CITY OF HOOD RIVER
PROJECT #633
EAST PORT MARINA DRIVE LIFT STATION
 HOOD RIVER OREGON

JOB NO. 148147
 DATE 2/3/17
 DRAWN BY MJP
 CHECKED BY SJP
 REVISIONS DATE

SHEET NO. **C1.01**
 SHEETS 6



LINE	BEARING	DISTANCE
L1	S04°15'02"E	20.03'
L2	S35°27'58"W	23.47'
L3	N04°15'02"W	11.56'
L4	N43°44'15"W	7.52'
L5	N35°27'58"E	0.72'
L6	S52°48'16"E	18.06'
L7	S35°57'32"W	9.21'
L8	N19°18'11"W	11.25'
L9	N65°27'59"E	4.12'
L10	N53°12'34"W	2.88'
L11	N72°42'43"W	9.80'
L12	S37°18'43"W	12.58'
L13	N65°27'59"E	20.22'
L14	N19°18'11"W	41.51'
L15	N43°44'15"W	36.19'
L16	N04°15'02"W	26.68'
L17	S15°30'02"E	27.67'
L18	N65°46'48"E	15.18'
L19	N15°30'02"W	23.89'
L20	N04°15'02"W	7.00'
L21	N43°44'15"W	8.90'
L22	S78°15'17"E	37.13'
L23	N65°46'48"E	25.54'
L24	N78°15'17"W	53.14'
L25	N43°44'15"W	22.45'
L26	N04°15'02"W	27.79'

EXHIBIT MAP - SHEET 2 OF 2

D-1
 C1.01
 SCALE 1" = 100'-0"

THIS LINE IS NOT 1" LONG. ADJUST SCALE ACCORDINGLY

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<p>BELL DESIGN COMPANY CIVIL ENGINEERING LAND SURVEYING 900 WEST STEUBEN STREET, P.O.B. 308, BINGEN, WA, 98605 PHONE (509) 493-3886, FAX (509) 493-3885 belldesigncompany.com</p>		<p>EXHIBIT MAP CITY OF HOOD RIVER PROJECT #633 EAST PORT MARINA DRIVE LIFT STATION HOOD RIVER OREGON</p>	<p>JOB NO. 14B147 DATE 2/3/17 DRAWN BY MJP CHECKED BY MJP REVISIONS DATE</p>
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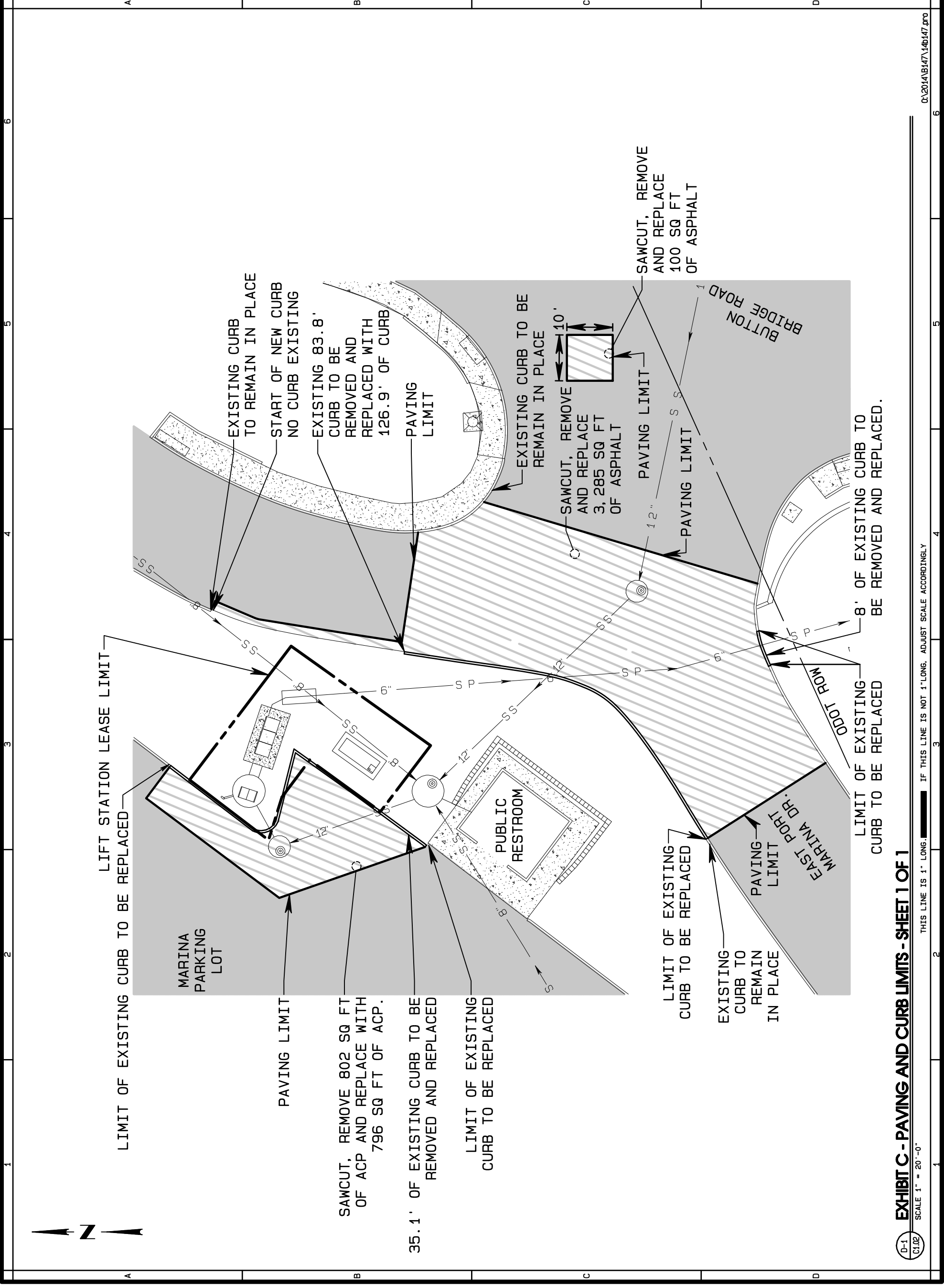


EXHIBIT C - PAVING AND CURB LIMITS - SHEET 1 OF 1

SCALE 1" = 20'-0"

THIS LINE IS 1" LONG. IF THIS LINE IS NOT 1" LONG, ADJUST SCALE ACCORDINGLY

SHEET NO. **C1.02**
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EXHIBIT 'B'

INTERGOVERNMENTAL AGREEMENT FOR INSPECTION AND MAINTENANCE SERVICES ON THE PORT SANITARY SEWER SYSTEM

DATED: 8/24/10

PARTIES: CITY OF HOOD RIVER ("City")
an Oregon municipal corporation
301 Oak Street
P.O. Box 27
Hood River, OR 97031

PORT OF HOOD RIVER ("Port")
an Oregon port district
1000 E. Port Marina Dr.
Hood River, OR 97031

RECITALS

A. This Agreement is entered into by the parties for purposes of addressing the inspection and maintenance of the sanitary sewer system ("the system") owned by the Port located near the Port's building at 720 E. Marina Drive

B. The City and Port agree that it is in the best interest of efficient government that the City provides routine inspection and maintenance services to the system because the City has the trained personnel to conduct inspections and maintenance on the system.

NOW, THEREFORE, based on the mutual agreements of the parties, the parties agree as follows:

TERMS AND CONDITIONS

1. The parties agree that the City will provide inspection and maintenance services and the Port will pay for such services as described below.
2. The system is described as a sanitary sewer system consisting of:
 - a. Approximately 1,800 lineal feet of sanitary sewer main
 - b. Seven (7) manholes
 - c. One (1) lift station

3. City Responsibilities. The City will provide the following services under this IGA:

- a. Provide an Oregon State certified collections officer to manage and operate the system.
- b. Respond to emergency calls regarding this system.
- c. Provide personnel and equipment to inspect and/or clean the 1,800 lineal feet of sanitary sewer main and manholes two times per year.
- d. Clean and provide a detailed inspection and recommend replacement parts for the lift station as needed.
- e. Check the lift station three (3) times per week and provide routine maintenance as necessary. Routine maintenance shall include installation of Port approved replacement parts.
- f. Initiate major repairs if it is determined by the certified collections officer that the repairs are not classified as routine maintenance and are major repairs or repairs due to failures of the system. City will make reasonable efforts to notify the Port and obtain Port approval before repairs occur.
- g. Provide the Port with emergency contact numbers.

4. Port Responsibilities. The Port will provide the following under this IGA:

- a. Provide Port approved replacement parts recommended for the lift station by the City or authorize the City to obtain the replacement parts.
- b. Be responsible for any major repairs or failures of this system not related to routine inspection and maintenance.
- c. Cooperate and provide support to the collections system personnel (certified collections officer) as requested or during an emergency.
- d. Pay the City as stated in Section 5.
- e. Provide the City with emergency contact numbers.

5. Costs. The Port will pay the sum of \$5,000 per year to the City, excluding the cost of parts for the lift station, for the services provided in Section 3 above. The City and Port will evaluate the costs every two years to determine if a future adjustment is necessary. The Port will provide parts or reimburse the City for the cost of parts approved by the Port acquired by the City for the lift station. The City will provide an itemized list of parts the City purchases to the Port for reimbursement.

6. The City and Port may, by mutual agreement, increase the number of inspections and/or cleanings if necessary.

7. This agreement is for the inspection and maintenance of only the system described in Section 2 above and does not apply to the boat dock extraction system near the gasoline dock or any service lines to other buildings or systems.

8. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

9. This instrument may be amended only by an instrument in writing executed by all the parties, which writing must refer to this instrument.

10. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other party shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

11. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

12. This Agreement (including the recitals, documents, and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

13. Term and Termination. This Agreement shall be effective as of date on which it is fully executed by both parties (the "effective date") and shall remain in effect for a term of 2 years. This Agreement shall thereafter be renewed automatically on the anniversary of the effective date unless either party notifies the other party in writing of its desire to terminate or modify the Agreement. Either party may terminate this Agreement for any reason at any time by providing written notice of its intention to terminate no less than 60 days prior to termination. The Port shall compensate the City for any services performed prior to the date of termination that the Port is obligated to pay for under this Agreement.

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4,

PORT OF HOOD RIVER



By: Michael McElwee
Executive Director

CITY OF HOOD RIVER



By: Robert Francis
City Manager

Approved as to form:



Jerry Jaques
Port of Hood River Attorney



Daniel Kearns
City Attorney

EXHIBIT C



489 N. 8TH STREET, SUITE 201
HOOD RIVER, OREGON 97031 ■ 541.386.6480

March 10, 2017

Ms. Anne Medenbach
Development/Property Manager
Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031

**Subject: Proposal for Survey, Design, Project Management and Inspection Services
Crystal Springs Water District – Water Supply Upgrade
Odell, Oregon**

Dear Anne:

Vista GeoEnvironmental Services (VISTA) appreciates the opportunity to submit this proposal to the Port of Hood River (PORT) to provide professional engineering and project management services for the planned upgrade of the water supply line that serves the PORT's Lower Mill site in the Odell industrial area. This proposal outlines our understanding of the project, our proposed services and budget estimate.

BACKGROUND

The PORT-owned Lower Mill site is served by the Crystal Springs Water District (CSWD) water system. The CSWD network includes an intake at Crystal Springs, two water storage reservoirs, pressure regulating facilities, and transmission mains. However, the CSWD system does not provide sufficient fire flow at the Lower Mill site to allow the PORT to develop the site. System limitations include:

- A 1,000-foot gap in the system between the termination of a 10-inch waterline on East Stadelman Drive, and a 1-inch diameter waterline at the site; and
- The 1-inch diameter waterline that extends 860 feet till it connects to a 6-inch diameter waterline.

As part of its capital planning process, CSWD has developed Project 21, which identifies water line upgrades to increase fire flows, redundancy and distribution in Odell, and specifically fire flows in the industrial area. The planned upgrades include 3,400 feet of 10-inch diameter water line along Stadelman Drive, from Odell Highway to the south to Lower Mill Drive to the north, and a new pressure reducing valve (PRV) station on the proposed 10-inch diameter line near Lower Mill Road to maintain two pressure zones. 2,000 feet of the line will replace the existing 1-inch and 6-inch diameter lines, and 1,400 feet will connect to the upsized pipe to the east of the industrial area. Additionally, plans also exist to install a new reservoir (West Side Reservoir) to further increase pressure in the system.

Proposal for Survey, Design, Project Management and Inspection Services

March 10, 2017

Page 2 of 6

The PORT retained Pace Engineers, Inc. (PACE) to model several fire flow and development scenarios. PACE estimated that after the West Side Reservoir is completed the system will have a fire flow capacity of approximately 2,220 gpm. Additionally, PACE determined that prior to the development of the West Side Reservoir, the minimum required fire flow of 1,000 gallons per minute (gpm), while maintaining a minimum pressure of 20 pounds per square inch (psi) throughout the system for 2 hours, could be met by:

- Replacing the 860 feet of 1-inch line with a 10-inch diameter line; and
- Installing 1,000 feet of 10-inch diameter line where none exists.

Therefore, the PORT is proposing to design and construct these portions of Project 21 in 2017 to increase fire flows to the Lower Mill site sufficiently for the PORT to start site development before CSWD completes the overall development of Project 21 and the West Side Reservoir.

PROPOSED SCOPE OF WORK

VISTA proposes to assist the PORT with the following surveying, design, project management, and construction inspection services.

TASK 1 – SURVEY SERVICES

VISTA will perform a topographic and boundary/right-of-way survey that encompasses the proposed waterline alignment along Stadelman Drive. Approximate extents of the topographic survey will be 2,000 linear feet in length and 40 feet (the Stadelman Drive right-of-way) in width. The survey will be performed with modern GPS and total station survey equipment. Survey deliverables will be provided in the Oregon State Plane Coordinate System (North Zone, international feet) with a horizontal datum of NAD83 2011 (Epoch 2010.00) and a vertical datum of NAVD88. VISTA will use this survey as the basis for other design activities.

Deliverables

- Electronic copies in AutoCAD and pdf formats of the topographic and drawings in AutoCAD and pdf formats to the PORT and CSWD for review and comment.
- Revisions as needed following review.

TASK 2 – DESIGN SERVICES

Task 2.1 – Design Drawings

VISTA will prepare construction drawings for the proposed 10-inch diameter pipeline (i.e. excluding lateral connections) based on:

Proposal for Survey, Design, Project Management and Inspection Services

March 10, 2017

Page 3 of 6

- The topographic survey;
- Alignment agreed by the PORT and CSWD; and
- CSWD and American Water Works Association design standards.

The drawing set will likely include the following sheets:

- Cover Sheet;
- General Notes;
- Existing Ground Conditions (topographic survey);
- Erosion and Sediment Control Plan;
- Plan View and Profile of Proposed Waterline (several pages); and
- Standard Details (including paving details consistent with County Public Works requirements).

After preparing the drawings, VISTA will estimate the construction material quantities for inclusion in the contract bid documents.

Deliverables

- Conformation at 25 percent stage of County Public Works paving requirements.
- Electronic copies (pdf) of the Construction Drawings at approximately 50-, 90- and 100-percent completion for review by the PORT, CSWD and PACE.
- Stamped and sealed sets (number to be determined) and electronic copies (AutoCAD and pdf) of the Construction Drawings following CSWD approval.

Task 2.2 – Specifications

VISTA will prepare one set of Specifications, based on CSWD standards. If paving is required by the County, appropriate County specifications will be included.

Deliverables

- Electronic copy of the Specifications at approximately 50-, 90- and 100-percent completion for review by the PORT, CSWD and PACE.
- Stamped and sealed sets (number to be determined) and electronic copies (pdf) of the Specifications following CSWD approval.

Proposal for Survey, Design, Project Management and Inspection Services
March 10, 2017
Page 4 of 6

Task 2.3 – Quantity and Construction Cost Estimates

After preparing the drawings VISTA will estimate the construction material quantities for inclusion in the contract bid documents, and prepare a construction cost estimate.

Deliverables

- Quantity and cost estimates at 90- and 100-percent completion for review by the PORT, CSWD and PACE.

TASK 3 – PROJECT MANAGEMENT SERVICES

VISTA will provide project management support during the preparation of the design deliverables for this project, including general communications and meetings with the PORT, CSWD and PACE. With offices in Hood River and Lake Oswego, VISTA is close to all the organizations involved. We anticipate an early stage formal meeting with all parties, a second formal meeting at approximately the 50-percent design stage mainly to confirm the overall design concept, and a final formal meeting following completion of the documents. In addition, we anticipate that more informal meetings may be needed during the design to clarify issues and keep the design process moving forward.

We have assumed that Roger North and Carlos Garrido will attend the formal meetings and have allowed for 2 hours plus travel time for each of these meetings. In addition, depending on the parties involved, we have assumed a further six 1-hour informal meetings attended by either Roger North or Carlos Garrido, depending on location and/or topic, and have allowed for an additional 12-hours of miscellaneous ongoing design project management during the course of the project.

VISTA will also be able to assist the PORT with the bidding activities including:

- Preparation of contract documents (e.g. Owner/Contractor Agreement, Bid Schedule, and Contract Forms) to issue to prospective contractors for bidding purposes;
- Attendance at pre-bid meeting, and responding to contractor and supplier questions; and
- Bid evaluation.

TASK 4 – CONSTRUCTION INSPECTION SERVICES

VISTA can provide construction inspection, materials sampling and testing, and as-built survey services during construction. The required services will be developed as a component of developing the

Proposal for Survey, Design, Project Management and Inspection Services
 March 10, 2017
 Page 5 of 6

Construction Drawings and Specifications.

BUDGET

The following table summarizes the estimated costs to perform the work associated with Tasks 1 and 2 (the estimated budget for Task 3, Construction Inspection Services, should be determined following design work). Work will be performed on a time and materials basis; however, we will not exceed the project budget without PORT's approval. In the event conditions change, unforeseen circumstances are encountered, or work efforts are redirected, VISTA will seek authorization to modify the scope of work and cost estimate.

TASK	BUDGET ESTIMATE
Task 1 – Survey Services	\$ 9,720
Task 2 – Design Services	
<i>Task 2.1 – Design Drawings</i>	<i>\$ 11,860</i>
<i>Task 2.2 – Specifications</i>	<i>\$ 4,760</i>
<i>Task 2.3 – Quantity and Construction Cost Estimates</i>	<i>\$ 1,610</i>
Task 2 – Total Design Services	\$18,230
Task 3 – Project Management Services	\$ 8,230
TOTAL	\$36,180

SCHEDULE

VISTA understands the Port wants to complete the design in an expedited manner by the end of April to schedule construction in 2017. We are prepared to allocate resources to begin work on this project immediately upon receipt of approval to proceed. We will work with reviewers to expedite the process, and will continue to advance work products during review stages so that progress does not stop until 100-percent deliverables are being reviewed. We will be committed to completing the surveying services within 2 weeks, and the design services by the end of April (excludes final CSWD review at the completion of the design).

We appreciate the opportunity to submit this proposal to you and look forward to working with you on the project. If you have any questions about this proposal or require any additional information, please do not

Proposal for Survey, Design, Project Management and Inspection Services
March 10, 2017
Page 6 of 6

hesitate to contact us.

Sincerely,
Vista GeoEnvironmental Services, LLC



Carlos A. Garrido
Associate



Roger B. North, P.E., G.E.
Principal

Attachments: Proposed Budget
General Terms and Conditions



Prepared by: Anne Medenbach
Date: March 21, 2017
Re: Engineering Services - Vista GeoEnvironmental

The off-site water extension and expansion project required by Crystal Springs Water District (CSWD) for the Lower Mill development is known at "Project 21." The Port has proposed to complete the portion of Project 21 that increases fire flow to the site. By constructing the proposed portion, the fire flow reached at the site should be sufficient to meet the minimum requirements of the County and Fire officials. Fire flow will increase again in 2018, when CSWD completes the construction of the new west side reservoir.

In order to move forward, the Port and CSWD will need to enter into an Intergovernmental Agreement (IGA). This IGA will outline roles and responsibilities of both parties and will clearly define the scope of the project, as well as the process of construction and turn over.

Plans and specifications must be finalized before the IGA can be executed. The CSWD Board of Directors will meet on May 4th to approve the Port's application for service at the current SDC rates. Staff feels that it is important to have the IGA presented at this meeting for approval as well.

A survey contract with Vista GeoEnvironmental was executed on March 15 for \$9,720. When the survey is complete, staff will be able to clarify project costs and project parameters for IGA review with CSWD engineers.

The IGA is currently in draft form and will be presented to the Commission during the April 4 regular meeting. The attached contract is for the engineering and design work required, beyond the survey.

RECOMMENDATION: Approve contract with Vista GeoEnvironmental Services, LLC for engineering services for the Lower Mill Site development, in an amount not to exceed \$26,460, subject to legal counsel review.

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**Personal Services Contract
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Vista GeoEnvironmental Services, LLC**, a Limited Liability Company ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$26,460**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **August 1, 2017**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor: Vista GeoEnvironmental Services LLC

Port of Hood River

Signed: _____
 Title:
 Date:
 Address: 489 N. 8th Street, Ste 201, Hood River, OR 97031
 Phone/Email: (541) [386-6480](tel:386-6480)/
cgarrido.VISTA@gmail.com

Signed: _____
 Title: Executive Director
 Date:
 Address: 1000 E. Port Marina Drive, Hood River, OR 97031
 Phone/Email: (541) 386-1645/ porthr@gorge.net

Personal Services Contract Exhibit A

I. SCOPE OF WORK:

Location: Stadleman Drive, Odell

Scope Summary: The proposed scope of work is design, survey and engineering of the off-site water line improvement known as a portion of Project 21 in the Crystal Springs Water District 2016 Master Plan. Major tasks included in this contract are as follows:

- Task 2-Design services
 - Construction drawings for improvement
 - Erosion and sediment control plan
 - Standard details
 - Specifications
 - Based on CSWD standards and additional standards as required by the American Water Works Association
 - Construction Cost Estimate
- Task 3-Project management
 - Coordination with CSWD and Pace engineers to clarify bids and specs
 - 2-3 formal meetings with these entities and the Port
 - Assistance with project description

Detailed scope of work is attached in Exhibit C.

This contract excludes Task 1- Survey services

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

- | | |
|--------|---|
| Task 2 | <ul style="list-style-type: none"> a. Construction drawings set including: <ul style="list-style-type: none"> • Cover sheet • General notes • Existing ground conditions • Erosion and sediment control plan • Plan view and profile of proposed water line • Standard details b. Specifications <ul style="list-style-type: none"> • Electronic copies of specs at 25, 50, 75 and 90% completion for review of Port and Pace • Stamped and sealed sets and electronic copies. c. Cost estimate for construction |
| Task 3 | <ul style="list-style-type: none"> a. Meeting attendance b. Coordination with CSWD and Pace |

The due dates for the deliverable(s) shall be:

III. CONSIDERATION:

Contract is not to exceed \$26,460. Wage rates are attached in Exhibit D.

Reimbursables under this Contract shall be:

- Mileage to and from the site and meetings associated with the Contract
- Printing and shipping costs
- Additional reasonable expenses associated with the Contract

IV. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities and reference to proposal line item.
- A % complete statement shall be supplied with each invoice.
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

Required and attached OR _____ Contractor is exempt

Certified by Contractor: _____
Signature/Title

- 2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

Required and attached Waived by Finance Manager _____

- 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached Waived by Finance Manager _____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

Required and attached Waived by Finance Manager _____

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

1. **WORK.** Vista GeoEnvironmental Services, LLC (VISTA) shall provide the goods and services, hereinafter known as "Work", as described in VISTA'S proposal or other scope document attached hereto.
2. **PROFESSIONAL RESPONSIBILITY.** VISTA shall perform the Work consistent with skill and care ordinarily exercised by other professional consultants under similar circumstances and locale at the time Work is performed, subject to any limitations established by CLIENT as to degree of care, time, or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by VISTA'S Work, proposals, agreements or reports.
3. **RELATIONSHIP OF PARTIES.** VISTA shall act as an independent contractor and shall have control of its Work and the manner in which it is performed. VISTA shall be free to contract for similar Work to be performed for other individuals or entities while under contract with CLIENT. Nothing in this Agreement shall be construed or interpreted as requiring VISTA to assume the status of owner, operator, generator, storer, treater or disposal facility, or arranger of transport, storage or disposal as those terms or any other similar terms are used in any federal, state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.
4. **COMPENSATION.** For all Work performed, VISTA will submit invoices to CLIENT monthly in accordance with the terms and rates set forth in VISTA'S billing rates and as attached or included with the proposal. Payment is due upon receipt of VISTA'S invoice. For any payment received by VISTA more than 30 calendar days from the date of the invoice, CLIENT will pay an additional charge of 1.5% per month not to exceed the maximum rate allowed by law. CLIENT will pay when due that portion of invoice, if any, not in dispute. CLIENT shall also pay all costs associated with the collection of delinquent invoices, including, but not limited to, collection agency costs, attorneys' fees, and court costs. If CLIENT fails to pay any undisputed invoiced amounts within 30 calendar days of the date of the invoice, VISTA may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT. VISTA may, at its option, withhold delivery of reports or any other data pending receipt of payment for WORK rendered.
5. **TIME OF PERFORMANCE.** VISTA makes no warranties regarding the time of completion of the Work and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond VISTA'S control. Neither Party will hold the other Party responsible for damages due to delays in performance caused by acts of God nor other events beyond the control of the other Party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.
6. **CHANGED CONDITIONS.** If, during the course of the performance of the Work, conditions or circumstances develop or are discovered which were not contemplated by VISTA, and which materially affect VISTA'S ability to perform the Work or which would materially increase the costs to VISTA of performing the Work, then VISTA will notify CLIENT in writing, and VISTA and CLIENT shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either Party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, VISTA shall be compensated for Work rendered to the date of termination.
7. **HAZARDOUS OR UNSAFE CONDITIONS.** CLIENT has fully informed VISTA of, and shall immediately inform VISTA, when it becomes aware of any new information regarding, the type, quantity and

Client: Port of Hood River
 Site: Lower Mill, Odell
 Project: CSWD - Water Supply Upg
 Vista Proposal No: P17-127

LABOR CATEGORY	Personnel	Unit	TASK 2.1										TASK 2.2										TASK 2.3										TOTALS	
			ALIGNMENT SURVEY		DRAWINGS		SPECIFICATIONS		QUANTITIES AND COST ESTIMATE		PM		TASK 1		TASK 2.1		TASK 2.2		TASK 2.3		TOTALS													
			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$										
Principal	North, R	HR	160.00		8.00	\$ 1,280.00	16.00	\$ 2,560.00	2.00	\$ 320.00	27.00	\$ 4,320.00	53.00	\$ 8,480.00																				
Senior PM	Garrido, C	HR	120.00	\$ 960.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
Senior Engineer	Garrido, Ca	HR	115.00		40.00	\$ 4,600.00	10.00	\$ 1,500.00	6.00	\$ 690.00	27.00	\$ 3,105.00	83.00	\$ 9,545.00																				
Senior Engr, P.E.	Jones, J	HR	125.00	\$ 2,000.00	12.00	\$ 1,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
Project Engr 1	Eddy, M	HR	95.00		24.00	\$ 2,280.00	10.00	\$ 950.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
CADD Drafter 2	Eddy, Mi	HR	75.00		24.00	\$ 1,800.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
Surveyor	Eddy, Milk	HR	120.00	\$ 5,280.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
Surveyor Assistant	Wallis, Ke	HR	40.00	\$ 1,280.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
Office Support	Kimura, J	HR	65.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-											
Subtotal Labor			100.00	\$ 9,520.00	108.00	\$ 11,460.00	36.00	\$ 4,660.00	16.00	\$ 1,610.00	62.00	\$ 7,945.00	322.00	\$ 35,195.00																				
EXPENSES			Rate	QTY	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$											
Mileage		Mile	0.71		\$	-																												
Site Visit Round Trip		Trip	25.00	\$ 200.00																														
General Expenses		Each	100.00		\$	400.00	1.00	\$ 100.00																										
Subtotal Expenses				\$ 200.00	\$ 400.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
PROJECT TOTALS				\$ 9,720.00	\$ 11,860.00	\$ 4,760.00	\$ 1,610.00	\$ 7,945.00	\$ 285.00	\$ 8,230.00	\$ 985.00	\$ 36,180.00																						

03/10/2017
 Vista Geo Environmental Services

location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where Work is to be performed ("Project Site"). Fees shall be adjusted to compensate VISTA if conditions require VISTA to take emergency measures to protect the health and safety of the Parties, the public or the environment, or if such conditions cause VISTA to incur additional costs to complete the Work contracted for under this Agreement.

8. DIFFERING SITE CONDITIONS. VISTA shall promptly notify Client after gaining knowledge of physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered, at the Project Site differing from a) those indicated, reflected or referred to in this Agreement or which were provided or represented to VISTA; b) those ordinarily encountered and generally recognized as inherent in work having the character of the Work, or c) those apparent based upon a reasonable visual inspection of the Project Site. Unless such conditions merely increase the amount due Vista under "Compensation" above, if such differing conditions adversely affect VISTA's performance of the Work, the Parties shall agree in writing upon an appropriate amendment to this Agreement to reflect the cost and schedule impact of such conditions. VISTA need not continue performance of the Work upon any such notification to CLIENT of such differing site conditions and VISTA shall not be required to resume performance until such appropriate amendment is agreed.

9. SUBSURFACE UTILITIES AND OBSTRUCTIONS. CLIENT shall supply to VISTA plans that designate the location of all subsurface utilities and structures at the Project Site, and shall be responsible for any damage and shall indemnify VISTA for all loss inadvertently caused by VISTA to any utility or structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that VISTA is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

10. RIGHT OF ENTRY. CLIENT agrees to grant or arrange for lawful right of entry at the Project Site, whether or not owned by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the Work or fee contemplated by this Agreement and shall be borne by CLIENT.

11. REPORTING AND DISPOSAL. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, VISTA may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. CLIENT shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

12. DOCUMENTS AND RECORDS; OWNERSHIP AND REUSE. CLIENT acknowledges that VISTA's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VISTA prepares for CLIENT under this Agreement will remain the property of VISTA. CLIENT will not use any VISTA data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. Any documents furnished by VISTA are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by VISTA for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to VISTA. VISTA will retain these Records for a period of three years following completion of this project. During this

time, VISTA will reasonably make available the records to the CLIENT. VISTA may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

13. LIMITATION OF LIABILITY. The CLIENT agrees to limit VISTA's liability due to breach of contract, warranty or other professional negligent acts, errors or omissions to \$50,000 or the fee paid to VISTA under this Agreement, whichever is greater. Failure of CLIENT to give written notice to VISTA of any claim, including claims of negligent act, error or omission, within one (1) year of performance shall constitute a waiver of such claim by CLIENT. Neither Party shall be liable for any indirect, special or consequential loss or damages arising from this Agreement.

14. INDEMNIFICATION. Subject to any limitations stated in this Agreement, VISTA will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VISTA or any of its agents, subcontractors, or employees in the performance of Work under this Agreement. VISTA will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither Party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VISTA and not against its officers, employees, directors, or shareholders.

In addition to, and without limiting the generality of the foregoing, CLIENT agrees to indemnify VISTA to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of VISTA's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

15. INSURANCE. During the period that WORK is performed under this Agreement, VISTA will maintain the following insurance: (1) Workers' Compensation insurance in compliance with statutory limits; (2) Employer's Liability Insurance with limit of \$1,000,000 per accident; (3) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (4) Automobile Liability for hired and non-owned vehicles with a combined single limit of \$1,000,000. Client agrees VISTA will not be liable for any loss, damage, or liability arising out of this Agreement beyond the coverage, and conditions of such insurance with limits as stated above.

16. COMPANY POLICIES. In accordance with our Impartiality and Conflict of Interest policy, VISTA shall perform the Work in a manner necessary to preserve impartiality, objectivity, and independence; to prevent conflicts of interest, prejudice, and bias. VISTA will not inspect work performed or materials supplied by a contractor, sub-contractor, or material vendor with whom VISTA and its employees have a material business interest. Additionally, VISTA's Confidentiality policy requires VISTA to maintain the appropriate facilities, resources, processes, and technologies to ensure the secure handling of all confidential information.

17. NO THIRD PARTY BENEFICIARIES. There are no third Party beneficiaries of this Agreement entitled to rely on any Work performed or reports prepared by VISTA hereunder for any purpose. CLIENT shall indemnify and hold VISTA harmless against any liability for any loss arising out of or relating to reliance by any third Party on any work performed or reports issued hereunder.

18. TERMINATION. Either Party, upon thirty (30) calendar days' written Notice of Termination to the other Party, may terminate this Agreement, or any Work being performed hereunder, at any time with or without cause. For any Termination, CLIENT shall promptly pay VISTA for all Work performed prior to termination as well as for VISTA demobilization, Subcontractor cancellation and other termination charges.

19. MISCELLANEOUS. The prevailing Party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses. If VISTA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by VISTA, CLIENT agrees to pay all costs and expenses incurred by VISTA not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the Parties. The limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the Parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each Party. This Agreement shall be subject to the laws of the state in which the Work is performed.

EXHIBIT D



489 N. 8TH STREET, SUITE 201
HOOD RIVER, OREGON 97031

MEMORANDUM - CONFIDENTIAL

From: Roger North
Date: March 9, 2016
Subject: 2016 Billing Rates

The purpose of this memorandum is to present 2016 billing rates for various clients and establish a generic framework to work from in selecting billing rates for new clients / projects. The generic rate schedule will be input into the new Clearview management software to represent default values. However, these can be overridden on a project or client specific basis.

1. GENERIC BILLING RATES

PERSONNEL	HOURLY RATE
Principal	\$160
Professional Land Surveyor	\$135
Professional Engineer	\$125
Project Manager	\$112
Senior Engineer	\$112
Project Professional / Engineer	\$93
Staff Professional	\$80
Support Professional / Engineer	\$65
CADD Engineer	\$100
CADD Drafter	\$75
CQA – Special Inspections	\$66
CQA – General	\$64
1 Person Survey Crew and Instrument	\$105
2 Person Survey Crew and Instrument	\$150
Accounting	\$65
OTHER	RATE
Vehicle	\$0.71/mile
Nuclear Gauge	\$30 /up to 4 hours; \$40 /over 4 hours

2016 Billing Rates

Page 2 of 2

March 9, 2016

PERSONNEL	HOURLY RATE
<p>Time worked by personnel in excess of 8 hours per day and Saturday and night work will be charged at 1.3 times the hourly rate. Time worked on Sundays and holidays will be charged at 1.5 times the hourly rate.</p> <p>Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.</p>	



CERTIFICATE OF LIABILITY INSURANCE

VISTA-1 OP ID:
DATE (MM/DD/YYYY)
06/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pieper Ramsdell Agency P.O. Box 596 St. Helens, OR 97051 Joe Schultz	CONTACT NAME: Joe Schultz PHONE (A/C, No, Ext): 503-397-0714 FAX (A/C, No): 503-397-0674 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B : SAIF Corp</td> <td style="text-align: center;">36196</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : SAIF Corp	36196	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Scottsdale Insurance Company	41297														
INSURER B : SAIF Corp	36196														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Vista GeoEnvironmental Services, LLC Vista Consultants, LLC PO Box 388 Lake Oswego, OR 97034															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		VRS0002476	06/19/2016	06/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			VRS0002476	06/19/2016	06/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	854464	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Lia			VRS0002476	06/19/2016	06/19/2017	Occurrence 1,000,000	
A	Professional Lia			VRS0002476	06/19/2016	06/19/2017	Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Port of Hood River, its Commissioners, officers, agents, and employees are additional insured.

CERTIFICATE HOLDER

PORTHOOD

Port of Hood River, its
 Commissioners, Officers, Agents
 and Employees
 707 Portway Ave
 Hood River, OR 97031

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Prepared by: Anne Medenbach
Date: March 21, 2017
Re: South Taxiway Rehabilitation Design – Century West

Century West Engineering is currently performing design work for the South Taxiway Rehabilitation Project at the Airport under their Master Contract, Task Order No. 2. This task order covers survey, environmental, cultural and geotechnical tasks, project design and bidding. The contracted amount for this task is \$175,349.35.

Since executing this contract, significant changes have been made to the project scope. The runway designation was changed, which decreased the area of the Runway Protection Zone (RPZ) and other setbacks that impacted the location of the taxiways. With this designation change, the design of the taxiway could then be relocated to be in line with the other taxiways, as preferred by the FAA. The runway designation change also allowed the Port to consider hangar development on the south side. Changes were made in design to accommodate that construction. This amendment to Task Order No. 2 address all of these changes to the scope of work.

RECOMMENDATION: Approve contract amendment No. 1 to Task Order No. 2 with Century West Engineering for design services for the South Taxiway Rehabilitation project in the amount of \$21,950.

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**Amendment No. 1
TO TASK ORDER NO. 2 OF PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to Task Order No. 2 of the Personal Services Contract (“Contract”) is entered into this day of March, 2017 by and between Century West Engineering Corporation (“Contractor”) an Oregon Corporation and the Port of Hood River (“Port”) an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated May 21, 2014 for engineering services associated with the airport for the duration of five years. Projects under this Contract are to be executed as Task Orders for each individual project; and

WHEREAS, Task order number two was executed on September 14, 2016 for engineering design and bidding services for the south taxiway rehabilitation project for a total estimated cost of \$175,349.35; and

WHEREAS, the Port desires to add additional services by Contractor to Task Order No. 2 as described in the Scope of Work attached as **Exhibit ‘A’**; and

NOW THEREFORE, Port and Contract agree to carry out the additional services for an amount of **\$21,950** for a total contract amount of **\$197,299.40** plus reasonable reimbursable expenses.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to Task Order No. 2 to be duly executed the day and year first written above.

Century West Engineering Corporation

Port of Hood River

Joe Roshak, PE
Vice President
5331 SW Macadam Ave., Suite 207
Portland, OR 97239
(541) [322-8962](tel:322-8962)/jroshak@centurywest.com

Michael McElwee
Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031
(541) [386-1645](tel:386-1645)/porthr@gorge.net

Exhibit A
Scope of Work
South Taxiway Rehabilitation
Amendment #1

GENERAL

The scope of the original project was to provide engineering design and bidding services for proposed improvements at Ken Jernstedt Airfield. Changes to the ALP to revise planned hangar locations and sizes along with other basic planning assumptions altered the parameters of the original project. Plans, technical specifications, and bidding documents will require revision for bidding/solicitation of the work. Construction administration and observation services will be provided under a separate agreement.

In 2012/2013, Runway 7-25 was shifted approximately 580 feet to the east and the Runway 7 Runway Protection Zone (RPZ) was brought within Airport property. As part of the Runway shift, additional work was completed to bring the Airport into compliance with FAA ADG B-II standards. This work included the relocation of North Parallel Taxiway A to meet runway separation standards and removal and replacement of existing taxiway connectors to both Taxiway A and Taxiway B. In order to bring the Airport into full compliance with B-II standards, Taxiway B also requires relocation to meet runway separation standards. This project will remove the existing south parking apron, Taxiway B, and taxilane pavements and reconstruct new apron, taxiway, and taxilane pavements to meet B-II standards.

The revised improvements include:

1. Abandon or demolish the existing pavement inside of the Runway 7 RPZ.
2. Perform grading and obstruction removal (relocate existing fuel tank) based on the new Runway 7 taxiway separation requirements.
3. Partially/fully reconstruct and/or extend two (2) exit taxiways to connect the runway and south apron/taxiway.
4. Construct pavement underdrains for the new taxiway pavements.
5. Abandon or remove pavement surfaces between the runway and the south apron to meet B-II separation standards.
6. Reconstruct and reconfigure the south parking apron to conform to B-II standards.
7. Construct a new access taxilane to the southwest agricultural operations area.
8. Construct taxiway and apron pavement markings for the new configuration.
9. Install new L-853 elevated reflectors for all new taxiways.

PHASE I – PRELIMINARY DESIGN SERVICES

Task 1 Project Management

1. Finalize work scope and negotiate contract.
2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Port and FAA, monitoring and reporting technical and budget issues to the Port and FAA, and preparation of monthly consultant invoices for submittal to the Port.
3. Attend pre-design meeting with the Port and FAA via telephone conference on the proposed revisions to the project.

Task 2 Design Surveying

No additional services will be required.

Task 3 Geotechnical Investigation

No additional services will be required

Task 4 Environmental and Cultural Resources

No additional services will be required

Task 5 Preliminary Design

1. Review progress plans and determine revisions necessary due to change in planning conditions and assumptions.
2. Revise the design for surface and subsurface drainage of the project area. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes and other appurtenances to provide site drainage.
3. Revise preliminary plan and profile for the south partial parallel taxiway.
4. Revise preliminary plan and profile for the extension of one (1) exit taxiway.
5. Revise preliminary plan and profile for the taxilane to the agricultural operations area.
6. Revise preliminary plans for the reconfiguration of the south apron and relocation of the existing fuel tank.
7. Revise the erosion control plan.

8. Revise demolition plans to depict civil and electrical items scheduled for removal.
9. Revise preliminary grading plans for new pavements and for each intersection impacted by the taxiway improvements.
10. Revise pavement marking plans for the parallel taxiway, the agricultural operations taxilane, and the south apron.
11. Revise the layout for L-835 elevated reflectors for the parallel taxiway and the extended exit taxiway.
12. Revise the electrical plans for the sign relocation on the extended exit taxiway.
13. Revise construction work area/phasing/safety plans for the construction drawing set.
14. Revise the engineer's design report to reflect changes in design.

PHASE II – FINAL DESIGN AND BIDDING

Task 1 Final Design Activities

No additional services will be required

Task 2 Bidding Period Services

No additional services will be required

PHASE III – CONSTRUCTION SERVICES

Construction services are not included. These services will be performed under a separate agreement or work order.

**Port of Hood River - Ken Jernstedt Airfield - South Parallel Taxiway and Apron Rehabilitation Project
Design and Bidding Services, Amendment #1 - Fee Estimate**

CWE Contract 12399.010.01

**CENTURY WEST ENGINEERING CORPORATION
3/3/17**

	Principal Engineer	Sr. Project Manager	Project Engineer	Staff Engineer	Sr. CADD Designer	CADD Technician	Clerical	Total Hours	Total Fees
Phase 1 - Preliminary Design Services									
Task 1: Project Management/Administration									
Finalize Scope and Schedule, Negotiate Contract		2						2	\$340.00
Project Administration		2	2				2	4	\$450.00
Pre-Design Meeting		2						4	\$560.00
Subtotal Task 1:	0	6	2	0	0	0	2	10	\$1,350.00
Task 5: Preliminary Design									
Revise Preliminary Plans-Approx. 50% of Sheets		12	20	40	60	60		192	\$18,740.00
Revise Engineer's Estimate			2	4	2			8	\$800.00
Revise Site Drainage/Pavement Underdrains			4		2			6	\$620.00
Revise Engineers Design Report			4					4	\$440.00
Subtotal Task 5:	0	12	30	44	64	60	0	210	\$20,600.00
Century West Expenses									
Copies									
Postage									
Printing									
Plotting									
Field Supplies									
Subtotal Subconsultants and Expenses									\$0.00
Total Hours	0	18	32	44	64	60	2	220	-
Total Fees (See Notes Below)	\$0.00	\$3,060.00	\$3,520.00	\$4,400.00	\$5,760.00	\$5,100.00	\$110.00	-	\$21,950.00

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Commission Memo



Prepared by: Fred Kowell
Date: March 21, 2017
Re: Kapsch Contract

At the March 7, 2017 Board meeting, the Local Contract Review Board approved the sole source findings of fact which allowed staff to advertise in the local paper to determine if there are any objections to having the sole source contract awarded to Kapsch.

No responses from the public or another vendor have come forward such that the Kapsch contract may be allowed to move forward to the next step with regard to approval by the Board. Since this contract has not been reviewed by Kapsch's legal counsel, the recommendation below will be contingent on both sides agreeing on the contract. Due to the lead time involved in procuring the equipment and scheduling a May installation time, we are moving forward with the contract at this time.

The Kapsch contract will be for the replacement of the existing IDRIS loops, the transponder readers and ancillary hardware. This contract also provides for installation of such hardware from Kapsch and the successful operation of such hardware. P-Square will be on-site during this time to make sure the interface of the replacement hardware operates successfully with the existing software.

RECOMMENDATION: Approve the Kapsch TraffiCom IVHS contract for \$281,579 subject to:

1. Contract language changes acceptable to legal counsel and executive director
2. That there are no unresolved protests about the Port awarding a sole source contract to Kapsch. Protests may occur by April 4, 2017 at 4pm.

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**PORT OF HOOD RIVER
CONTRACT FOR THE PURCHASE OF GOODS & SERVICES**

THIS CONTRACT IS BETWEEN
KAPSCH TRAFFICCOMM IVHS, INC., hereafter called "Contractor"
AND
PORT OF HOOD RIVER, hereafter called "Port"

SECTION 1 – DEFINITIONS

SECTION 2 - STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 3 – INSURANCE REQUIREMENTS

SECTION 4 – SPECIFICATIONS; ACRONYMS

SECTION 5 – PRICING

SECTION 6 - DELIVERY; WORK COMPETION

SECTION 7 – CONTRACT EXECUTION

AGREEMENT

In consideration of the covenants, terms and conditions set forth below, Contractor agrees to sell and provide to Port and the Port agrees to purchase from Contractor Goods and Services described herein.

SECTION 1 – DEFINITIONS

- 1.2 "Contract" means the entire agreement between the Port and Contractor consisting of (i) this document, EXHIBITS A, B, C and D attached hereto and by this reference incorporated herein and any amendments. It also includes related documentation, including but not limited to Port's notice to proceed submitted to Contractor by the Port initiating the purchase and delivery of Goods and Services under this Contract.
- 1.3 "Goods" means the individual items and related Services described in Exhibit A.
- 1.4 "Services" means the services described in Exhibit A to be performed by Contractor under the Contract that are integral to the purchase of the Goods.
- 1.5 "Specifications" means the specific attributes of the Goods to be purchased or Services to be performed, as described in Exhibit A.
- 1.6 "UCC" means the Uniform Commercial Code as set forth in ORS chapters 71 and 72.

SECTION 2 – STANDARD CONTRACT TERMS AND CONDITIONS

- 2.1 **ORDER OF PRECEDENCE:** The printed terms and conditions set out in this Section 2 are Standard Terms and Conditions for this contract for purchase of Goods and Services. Special Contract Terms and Conditions are in Sections 3, 4, 5 and 6. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the Standard and Special Contract Terms and Conditions, the Special Contract Terms and Conditions take precedence, except in the event the Standard term in question is required by law. In the event of any other conflict, the Contract will be interpreted in the following order of precedence: (i) amendments, (ii) addenda (iii) the Special Contract Terms and Conditions, (iv) Goods Specifications, and (v) these Standard Contract Terms and Conditions.
- 2.2 **PAYMENT:** The Port shall pay Contractor all amounts that may be due under this contract for Goods and Services. Port payment will occur within thirty (30) days from the date of Port's receipt of a Contractor invoice listing Goods and Services provided. The invoice shall also include any reasonable direct expenses incurred by the Contractor payable by the Port ("Reimbursable Expense"). The Contractor must obtain written approval from the Port prior to expenditure of any individual Reimbursable Expense that exceeds \$500.
- 2.3 **OVERDUE INTEREST CHARGES:** Any amounts the Port owes Contractor which are sixty (60) days past due are subject to interest charges thereafter at the rate of nine (9) percent per annum.
- 2.4 **PAYMENT ADDRESS:** Port will issue payment to Contractor at the address specified in Contractor's invoice(s).
- 2.5 **INVOICES:** Contractor shall provide an invoice to the Port upon Port acceptance of the entire Idris loops, transponders, transponder readers and installation. Contractor shall describe in its invoice the quantity and types of Goods and Services delivered, the price per item, the total amount due, and address to which payment is to be sent.
- 2.6 **PRICES AND TERMS:** Contractor shall provide all Goods and Services required by this Contract to the Port described, and for the prices listed, in Exhibit A attached hereto.
- 2.7 **ACCEPTANCE:** The Port shall have thirty (30) calendar days from the date of Contractor's installation and the Port's acceptance of Contractor's Goods and Services to notify Contractor of failure of its Goods or any deficiencies in Contractor's services.
- 2.7.1 **CURE:** The Port may permit Contractor to deliver substitute Goods, in which case Contractor shall deliver substitute conforming Goods within (15) calendar days of receipt of notice of failure and opportunity to cure. Failure of Contractor to complete a permitted cure within fifteen (15) calendar days will constitute a default.
- 2.7.2 **REPAIR OR REPLACEMENT:** If within one year after installation any Goods fail to perform their functions according to their intended purpose or specification, Contractor, at Contractor's sole cost and expense, shall remove those Goods and replace them or repair them within (15) calendar days of receiving Port's notice of failure, and shall thereafter maintain those Goods for one year in good, workable condition under Contractor's one year warranty period described in Exhibit A.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1 AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms.

2.8.2 WARRANTY ON MATERIALS, DESIGN, MANUFACTURE. Contractor represents and warrants that all Goods will be new, unused, current production models, where applicable, and free from defects in materials, design and manufacture for the period of installation and testing, and after Port's acceptance during Contractor's warranty period described in Exhibit A.

2.8.3 WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that all Services will be performed in a good and workmanlike manner, and in the event that such Services are covered by professional or industry standards then the Services will be performed according to the highest applicable professional and industry standards.

2.8.4 WARRANTY OF TITLE. Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to the Port hereunder.

2.8.5 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS. Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, if any, including but not limited to Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including but not limited to those of the State Workers' Compensation Division.

2.8.6 MANUFACTURER WARRANTIES: In addition to Contractor's warranty of Contractor's Goods and Services provided to the Port, at the time of delivery Contractor shall also transfer to the Port all manufacturer warranties covering the Goods and component parts, if any, at no charge.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and resolutions applicable to the Contract, including but not limited to ORS Chapters 279A, B and C and the Oregon Attorney General Model Rules for Public Contracting, and including the provisions of EXHIBIT B (Public Works General Conditions) and EXHIBIT C (Payment of Prevailing Wages) attached hereto.

2.9.2 In the event of a conflict between the Specifications and applicable federal or State laws, the federal or State laws prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard applies. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards at Contractor's expense. Contractor shall

notify the Port of any such required modifications upon receipt of knowledge or notification of such.

2.9.3 In the event any Good or component part is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify the Port of the recall or non-compliance, and provide copies of the notice or other documentation.

- 2.10 **FORCE MAJEURE:** Neither the Port nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the Port's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. The Port may terminate the Contract upon written notice after reasonably determining that such a delay that such a delay or default will likely prevent successful performance of the Contract.
- 2.11 **FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** The Port represents that it has sufficient funds available and authorized within its annual appropriation and budget authority to pay Contractor.
- 2.12 **INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:** Contractor will perform all Services as an independent contractor. Although the Port reserves the right (i) to determine (and modify) the delivery schedule for the Goods to be delivered and Services to be performed and (ii) to evaluate the quality of the completed performance, the Port cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services called for under this Contract. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract. The Port will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations.
- 2.13 **INDEMNIFICATION:**
- 2.13.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE PORT ITS COMMISSIONERS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) WHICH MAY BE BROUGHT OR MADE AGAINST THE PORT OR PORT OFFICIALS, EMPLOYEES OR AGENTS ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, OR ITS EMPLOYEES, AGENTS, OR SUB-CONTRACTORS RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. THE PORT WILL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH THE PORT BECOMES AWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR WILL HAVE NO OBLIGATION TO INDEMNIFY THE PORT FROM AND AGAINST ANY CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS

AND EXPENSES TO THE EXTENT ATTRIBUTABLE TO THE WRONGFUL ACTS OR OMISSIONS OF THE PORT, ITS OFFICERS, EMPLOYEES OR AGENTS.

2.13.2 Contractor's obligation to indemnify the Port as set forth in Section 2.13.1 is conditioned on the Port providing to Contractor prior notification of any claim or potential claim of which the Port becomes aware that may be the subject of that Section. Contractor will have control of the defense and settlement of any such claim that is subject to Section 2.13.1; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the Port, nor purport to act as legal representative of the Port. The Port may, at its election and expense, assume its own defense and settlement.

2.14 **EVENTS OF DEFAULT**

2.14.1 Default by Contractor. Contractor will be in default under this Contract if:

2.14.2 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis, or

2.14.3 Contractor no longer holds a license or certificate that is required by Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within ten (10) business days after delivery of Port's notice of default or such longer period as Port may specify in such notice; or

2.14.4 Contractor commits any material breach or default of any covenant, warranty, or obligation or certification under this Contract, and such breach, default or failure is not cured within (10) business days after delivery of Port's notice of default or such longer period as Port may specify in such notice.

2.14.5 Default by the Port. The Port will be in default under this Contract if:

2.14.6 The Port fails to pay Contractor an amount owed to Contractor pursuant to the terms of this Contract, and the Port fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice, or

2.14.7 The Port commits any material breach or default of any Port obligation under this Contract within the time specified or any extension thereof, and the Port fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.15 **REMEDIES:**

2.15.1 In the event Contractor is in default under Section 2.14.1-2.14.4, in addition to the remedies afforded elsewhere herein or under applicable law, the Port is entitled to recover for any and all damages suffered as the result of Contractor's breach of Contract. The Port may, at its option, pursue any or all remedies available to it under this Contract and at law or in equity, including, but not limited to:

2.15.2 Termination of this Contract under Section 2.17.2;

2.15.3 Withholding all monies due invoiced for Goods and Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

2.15.4 Initiation of an action or proceeding for damages, specific performance, declaration or injunctive relief; and

2.15.5 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to its setoff, without penalty.

2.15.6 These remedies are cumulative to the extent the remedies are not inconsistent, and the Port may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 2.15.1, the rights and obligations of the parties will be the same as if this Contract was terminated pursuant to Section 2.17.2.

2.15.7 Contractor's Remedies. In the event the Port terminates the Contract for convenience under Section 2.17.2, and whether or not the Contractor elects to exercise its right to terminate the Contract under Section 2.17.3, Contractor's sole remedy will be (a) a claim against the Port for the unpaid price of Goods delivered and accepted by the Port and (b) with respect to deliverable-based Services, a claim against the Port for the sum designated for completing the deliverable multiplied by the percentage completed and accepted by the Port, less previous amounts paid and any claim(s) which the Port has against the Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to the Port upon written demand.

2.16 **ATTORNEYS' FEES:** With the exception of defense costs and expenses pursuant to Section 2.13, neither party will be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Contract.

2.17 **TERMINATION:**

2.17.1 **MUTUAL CONSENT:** the Contract may be terminated at any time by mutual written consent of the parties.

2.17.2 **PORT:**

2.17.2.1 The Port may, at its sole discretion, terminate the Contract for inconvenience upon 30 days written notice.

2.17.2.2 The Port is excused from performance and may in its sole discretion terminate the Contract immediately upon notice to Contractor, or at such later date as the Port may establish in such notice, upon the occurrence if the Contractor commits any material breach of Contract. Pursuant to this Section 2.17.2.2, upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by the Port.

- 2.17.3 **CONTRACTOR:** Contractor may terminate the Contract immediately upon notice to the Port, or at such later date as it may establish in such notice as set forth in Section 2.14.5-to 2.14.7, upon the Port's failure to pay for the Goods and Services in accordance with the terms of this Contract.
- 2.18 **ACCESS TO RECORDS:** Contractor shall retain, maintain and keep accessible all records relevant to the Contract (the Records) for minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. During the Record-retention period Contractor shall permit the Port and its duly authorized representatives to have access to the Records at a reasonable time and place for purposes of examination and copying.
- 2.19 **NOTICES:** All notices required under the Contract must be in writing and addressed to the party's authorized representatives identified in this Contract.
- 2.20 **ACKNOWLEDGEMENTS:** The parties agree Port's receipt of Contractor documents listing quantities and types of Goods to be delivered and Services to be provided, delivery destination, dates of scheduled delivery and other Contractor performance, which are acknowledgement documents, are simply for the convenience of the parties to initiate or confirm an order of Goods or Services under this Contract and that no terms or conditions contained in those acknowledgement documents will be of any force or effect or be binding upon the parties.
- 2.21 **GOVERNING LAW:** The Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the UCC shall govern this transaction.
- 2.22 **VENUE; CONSENT TO JURISDICTION:** Any claim, action, suit or proceeding between the Port and Contractor that arises from or relates to the Contract must be brought and conducted solely in the Circuit Court of the State of Oregon in Hood River County.
- 2.23 **SURVIVAL.** Any terms of this Contract, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, Contractor's consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Contract.
- 2.24 **SEVERABILITY.** If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.25 **ASSIGNMENT/SUBCONTRACTOR/SUCCESSORS:** The Contractor shall not assign, sell, transfer or subcontract rights, or delegate responsibilities under the Contract, in whole or in part, without prior written approval of the Port. Further, no such written approval will relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate will be considered the agent of Contractor. The provisions of the Contract will be binding upon and inure to the benefit the parties to the Contract and their respective successors and permitted assigns.

- 2.26 **MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract, including exhibits constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent, or amendment of terms of the Contract will bind either party unless in writing and signed by both parties. Waivers and consents will be effective only in the specific instance and for the specific purpose given. The failure of the Port or Contractor to enforce any provision of the Contract will not constitute a waiver by the Port or Contractor.
- 2.27 **DELIVERY COSTS:** All Goods delivery and handling charges shall be paid by Contractor and be included in the Contract price. Responsibility and liability for loss or damage to the Goods remains with Contractor until the Goods have been installed by Contractor, and after final Port inspection and acceptance, when responsibility passes to the Port, except as to latent defects, fraud, and Contractor's warranty obligations.
- 2.28 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all dates and time periods set forth or referred to in this Contract.
- 3.0 **INSURANCE REQUIREMENTS:** Contractor shall obtain prior to performing Services or delivering Goods to the Port under the Contract, and shall maintain during the duration of the Contract, the following insurance:
- 3.1 Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability insurance coverage shall provide contractual liability. The coverage shall name the Port and each of its Commissioners, officers, agents and employees as Additional Insured with respect to the Contract, and the policy shall require at least fifteen (15) days notice to the Port of cancellation.
- 3.2 Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- 3.3 Professional Liability insurance that covers all professional services provided to the Port associated with the Contract, with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for damages including personal injury, death or damage of property, including loss of use thereof, arising from Contractor's acts, errors or omissions in any way related to this Contract.
- 3.4 Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers compensation coverage for all their subject workers.
- 3.5 Prior to commencing any work under this Contract, the Contractor shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Contractor sub-contracts any portion(s) of the Services, said sub-contractor shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability

insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Contractor.

- 4.0 **SPECIFICATIONS; ACRONYMS:** The Contractor shall deliver Goods that comply with specifications in quantities, and provide Services, described in Exhibit A, attached hereto. Acronyms included in Contract documents are defined in EXHIBIT D attached hereto and incorporated herein by this reference.
- 5.0 **PRICING:** The Port will pay Contractor for the Goods and Services Contractor provides to the Port in accordance with the provisions in attached Exhibit A.
- 6.0 **DELIVERY; WORK COMPLETION:** Delivery date of Goods and completion of Services provided by the Contractor to the Port shall be agreed to by the Port and Contractor, provided however that all Contract Goods are to be installed and operational and Services shall be completed no later than May 15, 2017, unless the Port agrees in writing to extend the Contract work completion date.
- 7.0 **CONTRACT EXECUTION:** This Contract may executed by the parties as one document or in counterparts, including facsimile or electronic counterparts, and when so dated and signed by both parties shall be binding on both parties even though both parties are not signatories on one document or the same counterpart. The Contract shall take effect when both parties have dated and signed the Contract.

DATE: _____, 2017

DATE: _____, 2017

PORT OF HOOD RIVER
"Port"

KAPSCH TRAFFICOM IVHS, INC.
"Contractor"

BY: _____
Michael McElwee, Executive Director

BY: _____
Christopher F. Murray, President and CEO

BY: _____
Michael Hofer, CFO

ADDRESS: 1000 E. Marina Drive
Hood River, OR 97031

ADDRESS: 8201 Greensboro Dr. Ste. 1002
Mclean, VA 22102

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EXHIBIT A

PORT/KAPSCH CONTRACT - GOODS AND SCOPE OF SERVICES FOR ELECTRONIC COLLECTION SYSTEM IN- LANE HARDWARE, AND MAINTENANCE AND SUPPORT _____

THIS EXHIBIT IS AN ATTACHMENT TO AND INCORPORATED AS PART OF A GOODS AND SERVICES CONTRACT, BY AND BETWEEN PORT OF HOOD RIVER (“Port”) AND KAPSCH TRAFFICCOM IVHS, INC. (“Kapsch” or “Contractor”). CONTRACTOR SHALL PROVIDE GOODS AND PERFORM SERVICES ON THE PROJECT DESCRIBED BELOW AS PROVIDED HEREIN AND IN THE CONTRACT.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port is in the process of upgrading its current interstate bridge toll collection system due to concern that the original software developers will soon be unavailable to maintain the software and also due to the obsolescence of the Windows XP operating system which is the foundation of the current system. The upgrade includes system hardware and software similar in functionality to what is in operation today. In addition, over the life of the current system operation, the Port has identified functions and features, such as a transition to multi-protocol sticker-style transponders, a violation processing system, and a web portal, that may be beneficial to include in the next upgrade cycle. The Port has determined that Kapsch is the only manufacturer that installs its own hardware systems. In addition, features of Contractor’s equipment will allow for future applications of violation processing systems and weigh in motion analysis, which is an aspect of the justification for the Port to sole source this Contract with Contractor.

The Port has procured P-Square Solutions LLC to migrate the existing system to a new platform from Windows XP, provide ongoing system support, install a web portal, install lane controllers that will communicate with multi-protocol transponders/readers, and install functionality for violation processing in the current application that in a later phase can be operational with hardware technology that has yet to be determined. This Contract will provide the required in-lane equipment to support the next phase of implementation of the new systems. This upgrade support is warranted and continues to be an ongoing benefit to the Port. This Exhibit A provides the Port access to specialized expertise for installation, testing and commissioning of the required equipment in order to make an efficient transition to the new system.

PART 2.0 SCOPE OF SERVICES

Task 1: Electronic Toll Collection In-Lane Hardware

Contractor shall provide the necessary in-lane hardware that will permit the Port’s third-party lane controller to obtain tag IDs from the current TransCore tags and from

18000- 6C sticker tags, using the standard Kapsch Interface Control Document (“ICD”) for its flagship multiprotocol reader product (JANUS MPR2.3). This Kapsch reader is already certified for 6C operation within E-ZPass agencies -- and also supports the older TransCore protocol. The existing four antennas will be replaced by four Kapsch antennas occupying the same locations. During installation Kapsch may optimize locations for optimal antenna reception. Kapsch will use low-complexity high-relational antennas above the four active travel lanes, and consolidate the more sensitive electronics into a single reader unit occupying 9U in a standard 19-inch equipment rack. An additional 3U of rack space shall be provided for a Kapsch RF patch panel facilitating Automated Vehicle Identification (“AVI”) installation, tuning and ongoing maintenance. Future AVI upgraded Kapsch readers are modular, which will allow segmenting the electronics into several swappable Line Replaceable Units (LRUs). The reader unit must be expandable from 4 gated lanes to 8 gated lanes, and also provide for future redundancy options. At time of installation only the module slots required for this initial configuration shall be populated.

Kapsch will notify the Port when it periodically revises its reader software that provides additional features and/or enhances performance. These software-only upgrades will be provided at additional cost at Kapsch’s standard rates. Kapsch will use this standard multi-protocol reader hardware platform for other combinations of AVI protocols that may address specific regional or Port needs and preferences.

The Port may allow two separate overnight full bridge closures, permitting all four lanes to be upgraded and tuned for the 6C protocol and for the older TransCore protocol. Antenna angles will be adjusted to ensure optimum performance for each lane, taking nearby metallic surfaces into account. Alternatively, the Port may allow, in the Port’s sole discretion, Kapsch to proceed with partial lane closures in order for the Port to continue with partial toll operations. RF cabling will be configured as separate transmit and receive, ensuring the best possible performance from the existing protocol (TransCore’s 6B variant). Prior to lane closure, Contractor shall conduct an RF site survey so that reader channel frequencies for both protocols can then be selected for optimum performance and minimum RF interference.

Assumptions

The following assumptions are made:

- Overhead structures to mount the ETC equipment will be provided or existing infrastructure will be used.
- Space exists in the toll booth to install a 19” ETC reader.
- The System Integrator is present during all installation and testing events.

Deliverables

The following items shall be delivered by Contractor to the Port:

- Electronic copies or hard copies of the ETC equipment documents shall be provided to the Port, including all ICDs.
- All lane equipment will be installed, calibrated, tuned and commissioned.

Task 2: Transponders

Contractor to provide transponders as follows:

- ISO 6C Tolling Sticker Transponders Plain Tag, No Customizations Programmed, Serial Number and Bar Code on Label Non-encrypted, provided on a roll.
- ISO 6C Tolling Sticker Transponders Custom 4-color Graphics on Label Programmed, Serial Number and Bar Code on Label Non-encrypted, provided on a roll.
- Customer Transponder Layout Design Support - Only required for Tags with Custom Graphics - One Time Fee - Fee waived with minimum 25,000 Tag Order.

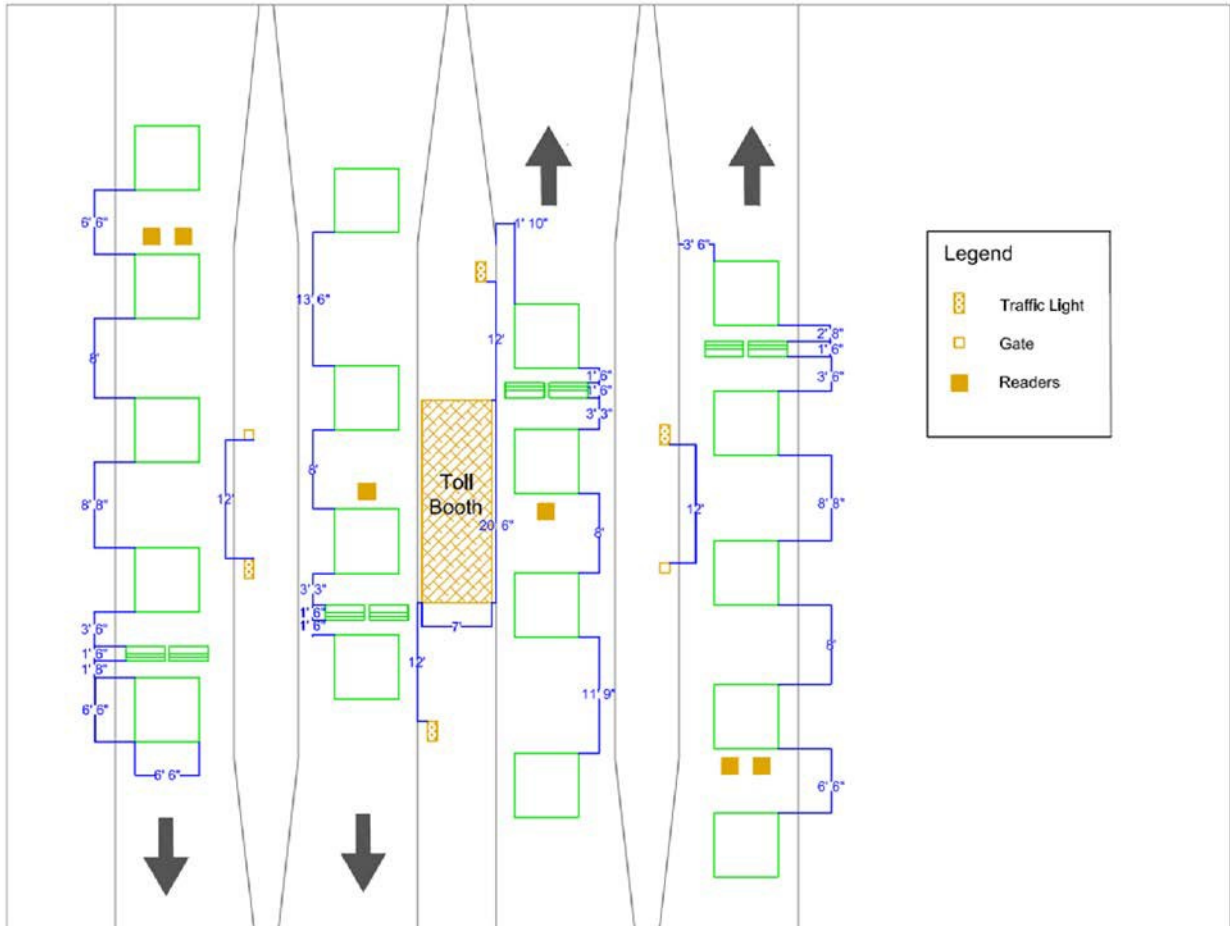
Task 3: Loops Replacement

Contractor shall replace all in pavement loop sensors and manage all sub-contractors, if any, that may be required.

Contractor project staff will include a technical project manager and field technicians. Contractor shall provide all project materials such as loops, sealants, and any other supporting materials.

Assumptions:

- Gate arm maintenance only includes troubleshooting and tuning of existing hardware.
Any additional hardware requirements require coordination and approval with Port.
- Contractor shall inform Port of any issues and coordinate next steps prior to proceeding with any action that is deemed to be out of Contract work scope.
Loops will be replaced as per the below diagram.
- Contractor is not responsible for tuning or testing any of the classification system. Kapsch responsibilities are limited to hardware tuning and not classification and object identification within the lane controller software.



Deliverables

The following items shall be delivered by Contractor to the Port:

- Electronic copies or hard copies of the equipment documents shall be provided to the Port, including all ICDs.
- All equipment will be installed, calibrated, tuned and commissioned.

Task 4: Warranty and

Maintenance Warranty

All hardware and software is warranted by Contractor for 1 year from installation for the fixed price stated in Part 5.0.

Maintenance

Overview

This task describes the maintenance services Contractor will provide to the Port that are part of this Contract.

Real-Time Monitoring

Contractor shall provide real-time supervision and analysis of alarms, events, status messages and logs in order to trigger the correct preventive and/or corrective

maintenance actions. *These notifications must be sent from the lane controller software provided by P-Square Solutions.*

These Contractor actions shall occur during business hours, Monday - Friday.

Maintenance Support Center

- The Maintenance Support Center (MSC) is located in Dallas, TX and is available for acknowledging maintenance calls 24/7.
- The MSC is constantly analyzing alarms, events and/or any other potential issues based on statistical and performance trends.
- An MSC support email will be established for this project.

Preventive Maintenance

Perform the regular maintenance tasks as defined in the Maintenance Manual in order to minimize unscheduled downtime and ensure availability.

Corrective Maintenance

Handle anomalies in order to restore the system or product operation as quickly as possible; minimizing the effect on business operations. For this project there will be 3 levels of maintenance included (as shown below). Level 4 will be considered as an additional service.

Maintenance Level	Notes
Level1 -In-Field	Included
Level 2 - Monitoring	Included (Dallas, TX MSC)
Level 3 - SW Support	Included
Level 4 - SW Support - New Developments	Not Included

When a service email is received, a ticket is opened in Contractor's system and it will not be closed until the issue is corrected. Contractor shall have remote personnel assigned to this ticket. If the issue persists and determined by the Port to be Contractor's responsibility, a field technician will be promptly sent to resolve the problem.

The above is considered to be a Level 1 service; Level 2 will be done though the MSC as described in the Monitoring Services Subsection.

Software Maintenance

Regular maintenance of the system software (i.e. bugs fixes and patch updates for the MPR firmware) to maintain it in optimal condition over time. This will be considered to be a Level 3 service.

Any software change considered as Level 4 service (i.e. adding new system functionality) will be charged accordingly through the Project Manager at Kapsch's standard rates.

Spare Parts Management

Contractor warrants that any product provided by Contractor or another vendor shall conform in all material respects to the applicable Contract specifications for a period of one (1) year past its installation and acceptance by the Port(the "Warranty Period").

After the one (1) year "Warranty Period", all defective or non-performing products will be exchanged and replaced under Contractor's standard time and material rates.

Repair Management

When applicable, Contractor shall repair, replace or refurbish equipment or a product as part of the corrective or preventive maintenance process.

Technical Support

Provide technical advice upon request and consistent with contract obligations.

On Demand Service

Any work of Service that is not covered by the above service packages will fall under "On Demand" Services and be charged at Contractor's standard time and materials rates.

Contractor shall only start this work/Service if it is requested by the Port t. When the work/Service is finished, Contractor shall wait for Port's approval of the work/Service acceptance and then bill for the completed and accepted work.

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide documents as reasonably required and will be available for a mutually agreed upon time for a site visit.

PART 4.0 PERIODS OF SERVICE: All work shall be completed by Kapsch promptly, within a reasonable time.

PART 5.0 PAYMENTS TO CONTRACTOR:

The total fees for labor and expenses for Contractor’s work included under this Exhibit A shall be as follows:

Description		Qty.	Units	Unit Price	Total Price
ETC Hardware	ETC In-lane kits for 4 lanes	1	EA.	\$38,304	\$38,304
ETC Services	ETC hardware installation, test and commissioning, and Idris loop testing	1	EA.	\$137,583	\$137,583
Loop Replacement	Loop replacement materials and services	1	EA	\$63,303	\$63,303
Maintenance	1 year maintenance program				
ETC		1	EA.	\$42,389	\$42,389

Standard Time and Material Rates

Time and Material (T&M) rates will apply for the following conditions:

Anytime it is agreed between the Port and Contractor that a service is not included under the current Contract.

Anytime it is agreed between the Port and Contractor that a maintenance issue on site is not related to Contractor’s Goods or Services provided to the Port.

Anytime it is agreed between the Port and Contractor that a Contractor system/equipment is out of the "Warranty Period".

Any "On Demand" Work/Service.

Contractor shall be billing normal T&M rates (including travel and meals) under our customary T&Cs.

Hourly Rates (labor only - other non-labor costs will be charged separately)	Rate
Project Manager	\$ 157
System Engineer/Technical Lead	\$154
Field Engineer	\$123

Transponder Rates

- ISO 6C Tolling Sticker Transponders Plain Tag, No Customizations Programmed - \$1.15

- ISO 6C Tolling Sticker Transponders Custom 4-color Graphics on Label Programmed - \$1.30
- Customer Transponder Layout Design Support - \$1,500

Expenses Contractor incures related to providing the above described transponder items and support of are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

_____	_____
	=====
	=====
_____	=====

EXHIBIT B

PORT/KAPSCH GOODS AND SERVICES CONTRACT

GENERAL CONDITIONS FOR ORS CHAPTER 279B GOODS AND SERVICES CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

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EXHIBIT C
PORT/KAPSCH GOODS AND SERVICES CONTRACT
PUBLIC WORKS GENERAL CONDITIONS ATTACHMENT
WAGES AND LABOR

1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If federal prevailing wage rates also apply, the Contractor and all subcontractors shall pay the higher of the prevailing state or federal prevailing wage rate.

2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount

retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement, Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

EXHIBIT D
PORT/KAPSCH GOODS AND SERVICES CONTRACT
ACRONYM DEFINITIONS

ISO – International Organization of Standardization

18000-6C – A standard protocol for transponders

9U – Nine units

AVI – Automatic Vehicle Identification

RF – Radio Frequency

6B – A standard protocol for transponders

ETC – Electronic Tolling Collection

ICD – Interface Control Document

MSC – Maintenance Support Center

SW – Software

T&M – Time and materials

T&C – Terms and Conditions