



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, December 1, 2020
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment
 2. Consent Agenda
 - a. Approve Nomination of Commissioner David Meriwether to the Hood River Urban Renewal Agency Board for a 2-Year Term (*Genevieve Scholl, Page 3*)
 3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 5*)
 4. Presentations & Discussion Items (*None*)
 5. Executive Director Report (*Michael McElwee, Page 9*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Contract with Allied Maintenance for Janitorial Services in Port Buildings Not to Exceed \$65,978 (*Anne Medenbach, Page 11*)
 - b. Approve Contract with DivCo for HVAC Maintenance in Port Buildings Not to Exceed \$26,737 (*Anne Medenbach, Page 19*)
 - c. Approve Contract with Lowell Clary for Consulting Services Related to Bridge Replacement Project Delivery Not to Exceed \$40,000 (*Kevin Greenwood, Page 49*)
 - d. Approve Contract with OTAK for Consulting Services Related to Bridge Replacement A&E Design RFP Development Not to Exceed \$22,000 (*Kevin Greenwood, Page 55*)
 - e. Approve Contract with PSquare for Consulting Services Related to ODOT Tolling Interface Not to Exceed \$30,000 (*Fred Kowell, Page 61*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 10. Possible Action
 11. 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.*

Commission Memo



Prepared by: Genevieve Scholl
Date: December 1, 2020
Re: Nomination to Urban Renewal Agency Board

David Meriwether is one of two Commissioners representing the Port on the Urban Renewal Agency Board. Commissioner Meriwether's current term will expire December 31, 2020 and he has indicated his willingness to serve for another two-year term.

Formal action is required to either reaffirm Commissioner Meriwether as the nominee or nominate another Commissioner for a two-year term ending December 31, 2022. The nomination will then be forwarded to the Hood River City Council requesting that they approve the appointment at their first meeting in December.

Commissioner Hoby Streich also represents the Port on the URA Board. His term expires December 31, 2021.

RECOMMENDATION: Approve nomination of David Meriwether to the Urban Renewal Agency Board for a two-year term ending December 31, 2022.

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Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

December 1, 2020

The following summarizes Bridge Replacement Project activities from Nov. 13-25, 2020:

FEIS/ROD CRITICAL PATH ACTIVITIES

WSP October Invoice included. SDEIS was released Nov. 20th and comments are starting to arrive. Comment period ends Jan. 4. A sign of the times, the Port will host a “Zoom” Open House on Thurs., Dec. 3rd from 5:30pm to 7pm to share the changes made since the Draft EIS over ten years ago. Log In credentials are available on the Port’s website.

Washington State Dept. of Archaeology and Historic Preservation (DAHP) requested an additional review of the archaeological survey plan. Meeting was held to answer questions on Nov. 24th, ODOT sent letter of clarification Nov. 25th and staff is awaiting the go-ahead. Willamette Cultural Resources (WSP’s sub) is scheduled to begin work the week of Dec. 6th. This has created a delay in the Sec. 106 process.

The project team had a spirited discussion with the Sec. 106 Consulting Parties related to the mitigation of the loss of the existing bridge (i.e. Historic Structure). Many of the parties (some of whom are non-profits) requested background on the prior work before developing the agreement for future mitigation. Four tribes attended this meeting which was a positive sign, but the Yakama Nation continues to be silent since the recent passing of a tribal leader, not just on the this project, but on other ODOT projects as well.

At this point, the greatest risk for delays are focused on the Section 106 process.

BI STATE WORKING GROUP UPDATE

Next meeting is scheduled for Dec. 4th. Agenda items include reviewing the Clary and Otak contracts and discussion of developing a P3 panel. Siegel contract is executed and he’ll begin reviewing state laws in December.

OTHER ACTIVITY

- Michael McElwee met with Oregon Senator Chuck Thomsen and Rep. Anna Williams in November. Staff and consultants meetings with Oregon legislators will continue in December to discuss the Bi State Bridge Authority.
- Staff is beginning to evaluate full costs of bridge activity such as other staff time, office space overhead, auditing and others to have a better understanding of the true costs to the Port of taking the lead on bridge replacement.
- Scopes of Work are being developed on other Phase 2 contracts.
- If any Commissioner would like a bound copy of the SDEIS, please contact staff.

MEETING SCHEDULE

- Thanksgiving Break, Nov. 26-27
- WSP Weekly NEPA Check In, Nov. 30
- KIHR Radio, Nov. 30
- SDEIS Presentation Dry-run, Nov. 30
- Thorn Run Check In, Dec. 1
- Port Commission Meeting, Dec. 1
- Klickitat County Transportation Comm., Dec. 2
- SDEIS Open House, Dec. 3
- BSWG Meeting, Dec. 4



INVOICE

WSP USA
 851 SW 6TH AVE
 SUITE 1600
 PORTLAND, OR 97204
 503-478-2800
 503-274-1412

KEVIN GREENWOOD
 PORT OF HOOD RIVER
 1000 EAST PORT MARINA DRIVE
 HOOD RIVER, OR 97031

Invoice Date: November 25, 2020
 Invoice No: 1012801
 Project No: 80550A

Company Legal Name: WSP USA Inc.
 Company Tax ID: 11-1531569

Project Name: Hood River Bridge Replacement
 Project Manager: Angela Findley
 Customer Order No: 2018-01
 Invoice Description: Invoice 27 PE 31Oct20

Services provided from October 01, 2020 to October 31, 2020

**Summary of Costs
 by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$32,555.82	\$0.00	\$30,043.29	\$30,043.29	\$2,512.53	92.28%	92.00%
1	Project Management	\$493,710.10	\$11,170.49	\$383,998.31	\$395,168.80	\$98,541.30	80.04%	76.25%
2	Public Involvement	\$244,109.91	\$7,279.85	\$151,495.46	\$158,775.31	\$85,334.60	65.04%	67.14%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
5	Environmental	\$1,595,448.56	\$34,647.65	\$1,203,049.40	\$1,237,697.05	\$357,751.51	77.58%	76.08%
6	Engineering	\$466,850.60	\$244.66	\$389,550.35	\$389,795.01	\$77,055.59	83.49%	84.54%
7	Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%
8	Permit Assistance	\$154,560.70	\$112.72	\$149,937.92	\$150,050.64	\$4,510.06	97.08%	99.02%
9	Contract Contingency	\$31,487.29	\$0.00	\$0.00	\$0.00	\$31,487.29	0.00%	0.00%
Totals		\$3,148,000.00	\$53,455.37	\$2,437,243.08	\$2,490,698.45	\$657,301.55	79.12%	78.18%

I hereby certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of the work on the project, have not been previously submitted, and are in accordance with the terms and conditions of the Agreement.

Angela Findley
 Project Manager

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Commission Memo



Prepared by: Michael McElwee
Date: December 1, 2020
Re: Executive Director's Report

The Executive Director's Report for December 1 will be presented verbally during the meeting.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: Anne Meenbach
Date: December 1, 2020
Re: Allied Maintenance Janitorial Contract

Allied Maintenance, LLC provides janitorial service to the Port's leased buildings. They work on an annual contract basis and do an excellent job. This year, the Port has added COVID-related cleaning services as required by OSHA as of November 18, 2020. These services are billed separately from the base contract at an amount of \$741.60 per month, and can be removed once the OSHA requirements expire.

RECOMMENDATION: Approve contract with Allied Maintenance, LLC for janitorial services not to exceed \$65,978.

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Janitorial Services Contract

1. This Contract is between the Port of **Hood River ("Port")** and **Allied Maintenance, LLC** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction in accordance with the terms in attached Exhibits A, B and C. Port shall pay Contractor amounts stated in Exhibit C. which in total shall not exceed \$65,978.00.
2. This Contract shall be in effect from **December 1, 2020** through **November 30, 2021**. Either party may terminate this Contract in the event of a breach of the Contract by the other party after seven days written notice. Port may terminate this Contract for any reason after 30 days written notice to Contractor. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date. Notices shall be by personal delivery or mailed to the addresses listed below.
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, 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, except to the extent the Port is negligent and responsible to pay damages. 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: Allied Maintenance LLC

Port of Hood River

Signed: _____
Joetta Cole

POB 554, Mosier, OR 97040
(541) 478-2027/(541) 490-6632

Signed: _____

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

**Maintenance Services Contract
Exhibit A**

I. SCOPE OF WORK:

Contractor shall provide Janitorial Services to the following Port owned buildings:

Big 7-	616 Industrial Street
Jensen-	400 Portway Ave.
Marina Park	(Chamber) 700 E. Port Marina Way
Marina Park	(DMV) 650 E. Port Marina Way
Port Office	1000 E. Port Marina Drive

Contractor shall provide services as outlined in attached Exhibit C. Contractor have inspected the locations. Contractor shall furnish and provide all equipment, tools and cleaning products and hand soap necessary to complete all work within the scope of this Contract. No separate payment shall be made for these items. Port shall provide all paper products and trash liners. Such items shall be requested from the Port in email to jmann@portofhoodriver.com or via phone at (541) 399-9228.

Contractor shall provide COVID additional services on a monthly basis per Exhibit D. This portion of the contract will be INVOICED SEPARATELY on a monthly basis and may be terminated by the Port when Occupational Safety and Health Administration guidelines change the restrictions and this service is no longer needed.

Contractor shall be provided with keys and cards to access the buildings. Contractor shall be responsible for all keys. Any lost or stolen keys shall be paid for by Contractor as will any cost to the Port associated with such a loss.

II. DELIVERABLES AND TIMEFRAME:

Contractor shall provide janitorial services described in Exhibit C and on that schedule. Any changes to that schedule or service agreement must be approved in advance in writing by the Port.

III. CONSIDERATION:

This Contract is an annual contract for a total amount not to exceed \$65,978.00.

Any additional work that is not covered in the Contract must be approved in advance in writing by the Port. Additional services will be paid for based on actual Contractor time at an hourly wage rate of \$36.00 per hour, unless otherwise agreed in writing by Contractor and the Port.

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
- Building name/s
- Billing rate applied
- Total hours worked

Invoices for services will be submitted on a monthly basis.

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 provide 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 combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this Contract. 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 combined single limit per occurrence of not less than \$1,000,000 general annual 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. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

- 6. 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).

Exhibit C

Janitorial Services Provided	Jensen 400 Portway Ave.	Marina Park(Chamber 100 E. Port Marina Way	Marina Park 2 (DMV) 600 E. Port Marina Way	Big 7 616 Industrial Rd	Big 7 616 Industrial Rd
Man hours per week - 28	2	2	10	10	4
Days scheduled	T	T,R	M,T,W,R,F	M,T,W,R,F	
Restrooms				Floors 3-4	Floors 1-2
Sweep & mop Floors	1	5	5	5	1
Sanitize fixtures, sink, toilets, urinals	1	5	5	5	1
Sanitize countertops	1	5	5	5	1
Wipe and clean partitions and walls	1	5	5	5	1
Spot clean mirrors	1	5	5	5	1
Restock paper products and hand soap	1	5	5	5	1
Wax floor monthly	yes	yes	yes	yes	NO
Strip floor wax 2 times per year	yes	yes	yes	yes	yes
Empty trash receptids and reline (as necessary)	1	5	5	5	5
Entry Way					
Sweep & mop Floors	1 x mo			5	5
Vacuum floors	1 x mo	5	NA	NA	
Clean door glass interior/exterior	1 x mo	5	5	1	
Stairs					
Vacuum	1	1	NA	5	1 time per month
Clean hand rails, spot clean walls		1	NA	5	1 time per month
Hallway					
Vacuum/Sweep/mop	1	1	1 (back & front)	5	1
Spot clean wall	1	1	1 (back & front)	5	1
Elevator					
Vacuum/sweep/mop	NA	NA	NA	1	NA
Spot clean door glass and buton panel	NA	NA	NA	1	NA
Fee per building per week	\$ 72.00	\$ 72.00	\$ 360.00	\$ 360.00	\$ 144.00
Total All buildings per week	\$ 1,008.00				
52 weeks at \$1008.00	\$ 52,416.00				
Supplies	\$ 3,000.00				
3% annual increase	\$ 1,662.48				
Total Annual Contract Amount	\$ 57,078.48				

Port of Hood River provides-All paper products (TP, towels, liners)
 Contractor provides- Cleaning supplies, cleaning equipment (mops, brooms, vacuums etc.) and hand soap
 \$36/hour rate

**EXHIBIT D
COVID ADDITIONAL SERVICES**

COVID-19 additional cleaning procedures 11-3-20			Jensen	Marina Park(Chamber)	Big 7
Janitorial Services Provided			400 Portway Ave.	700 E. Port Marina Way	616 Industrial Rd
Man hours per week -	2.5		1.15		1.5
Days scheduled	M, T, W, R, F		M, T, W, R, F		M, T, W, R, F
Entry Way	Wash entry door handles.	yes	yes		Floor 3 yes
Elevator	Wash all buttons	yes	yes		yes
Fee per building per week		\$ 90.00	\$ 41.40	\$ 54.00	
Total all buildings per week		\$ 185.40			
Monthly		\$ 741.60			

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Commission Memo



Prepared by: Anne Medenbach
Date: December 1, 2020
Re: Divco Inc. HVAC Maintenance Contract

Divco Inc. has provided HVAC maintenance service to Port owned buildings for a number of years. In 2019, the Port issued an RFP for HVAC maintenance, which it does every 5 years. Divco Inc. was the winner of that RFP. This annual contract provides quarterly service to the Port’s HVAC units. This is maintenance only and does not cover emergency repairs or replacements of any kind.

RECOMMENDATION: Approve annual HVAC maintenance contract with Divco Inc. for an amount not to exceed \$26,737.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

DIVCO, Inc.

**THIS CONTRACT SHALL BE BINDING ON THE PORT
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and DIVCO Inc. (“Contractor”). The parties agree as follows:

Project Title:

Maintain Port building HVAC units as detailed in the attached Scope of work.

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name:	DIVCO Inc.
Contact Person:	Mark Sciara
Address:	715 N. Madelia Street
City, State, ZIP:	Spokane, WA 99202
Business Telephone:	509-534-6865
Email:	service@divcoec.com
Oregon CCB License Number:	156912

***All information in this contract is subject to public records law.**

TERMS AND CONDITIONS

- 1. Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: January 1, 2021
 - b. Anticipated Final Completion Date: December 31, 2021
- 2. Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
- 3. Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
- 4. Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
- 5. Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Contractor’s Proposal
 - Exhibit H – W-9 Taxpayer Identification Number and Certification
 - Exhibit J – ORS Chapter 279B Standard Terms

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence

over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Contractor consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
 - b. Port’s Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination. Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
 2. If Contractor terminates this Contract under Section 10(c) due to Port’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
 - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.

13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to remedy any deficiencies without undue delay and without additional cost to Port.
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacture's specifications.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Michael McElwee, Executive Director

Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF
HOOD RIVER, OREGON**

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

HVAC Maintenance Scope of Work-

1. General:

Maintenance will be planned for critical pieces of mechanical systems in order to maximize life span, improve operating efficiency, reduce breakdown and improve comfort conditions. The maintenance tasking procedures are conducted in accordance with each manufacture's specifications, which the Contractor is responsible for understanding. This preventative maintenance will test calibration and identify defects and potential problem areas. These tasks will be performed by a factory trained and licensed person, or apprentice while working with a factory trained and licensed person.

- a. Maintenance will be performed during normal business hours (8:00 to 5:00 Monday through Friday).
- b. After hours or emergency work will be contracted separately.
- c. Maintenance materials, gaskets, oils and lubricants are included in the pricing as well as other materials necessary for performing standard maintenance tasks.
- d. All equipment will be tested and cycled after the service is complete to ensure proper operation.
- e. A service report will be sent to the port with written documentation of the tasks performed. This can be included with the invoice for the work.

2. Service Tasks:

Listed are the common tasks for equipment maintenance. Before a contract is executed, Contractor and the Port will agree upon detailed tasking per equipment piece.

- a. HVAC equipment service will include:
 - i. Checking for unusual noises, vibration or corrosion
 - ii. Panels will be secured, checked for leaks and damaged wiring.
 - iii. Checking, purchasing and replacing filters.
 - iv. Proper operation of all components will be checked.
 - v. Voltage and amperage will be recorded along with a motor starter and contactor inspection.
 - vi. Contractor will inspect and adjust: blower motors, belts, sleeves, evaporator coils, air filters and condensate drains.
 - vii. Meg motors (20 HP and larger, compressor motors 7-ton and larger) condenser fan motors, blades, speed controls and condenser coils will be inspected and adjusted.

3. Optional Tasks:

- a. Belt replacement may be replaced on an annual or as needed basis. Contractor will inform the Port of when this item needs to be completed. Price will be set in the contract.
- b. Condenser coil cleaning service will be done annually as needed and approved by the Port. Price will be set in the contract.
- c. Life expectance evaluation may be completed as requested by the Port. This will be provided in a spreadsheet showing the current life expectance of each unit. Each unit will also be rated 1-10, 1 being brand new and 10 being in failure.

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages**
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$26,737.00

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Jana Scoggins
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

DIVCO Incorporated
715 N. Madelia
Spokane, WA 99202

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON**

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.

Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.

Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:

\$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,

Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor.

This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.

Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON**

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**
- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE

_____	_____
Contractor Printed	Contractor
_____	_____
Contractor	Dat

Exhibit I

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON**

**STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –
APPLICABLE IF NOT A PUBLIC IMPROVEMENT 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, 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).



**Port of Hood River
1000 East Port Marina Drive
HVAC Standard Preventive Maintenance
Service Agreement Renewal Pricing for 2021 Service Year**

Prepared by:

Mark Sciara
Account Manager

For:

Port of Hood River
1000 East Port Marina Drive
Hood River, Oregon 97031
Anne Medenbach
541-386-5116

24 HOUR SERVICE: 1-888-621-5103 / 509-534-7225

DIVCO Incorporated
715 N. Madelia
Spokane, WA 99202
Office: 509-534-7225
Fax: 509-534-6865

11/6/2020





DIVCO Service Team

Principal Owners: Jeff & Tricia Lathrop have assembled a team of industry professionals whose objective is to provide cost effective *building comfort* for commercial customers. The team achieves that objective by offering preventive maintenance services that 1) protect the customer's investment in mechanical equipment, 2) prolong the lifecycle of the mechanical equipment, 3) reduce energy & operating costs, 4) provide outstanding tenant comfort, and 5) deliver prompt & reliable customer service.

Safety Director: As safety director, Andrew Compton is responsible for developing, training, implementing, tracking and monitoring all phases of safety protocol for DIVCO employees. This will be accomplished by following all governing regulations as dictated for the HVAC mechanical services industry.

Operations Manager: Chris Markham is responsible for all service technicians at Divco Inc. This includes hiring, training, tasking, safety, tools, and vehicles.

Account Manager: Mark Sciara will be your account manager. The primary responsibility of the account manager is to provide support and coordination for the execution of your service program. Your account manager is ultimately responsible for providing you with excellent customer service.

Quality Assurance: The mechanical services performed by the staff of technicians will be randomly assessed by the Operations Manager, Account Manager and the Safety Director. This assessment ensures work performed is in compliance with factory recommended maintenance procedures, industry safety standards, applicable governing regulation, in-house training directives, and any pertinent customer compliance requests.

Primary Service Technician: The primary service technician will be performing the service and repair functions for your DIVCO related HVAC equipment whenever possible. In the event that the primary service technician is not available, DIVCO will ensure we have other highly skilled service technician trained on your specific systems. These technicians will also be capable and ready to respond to your specific needs. Your service technicians can be reached by calling 24HR Service Dispatch at Provider Service Phone Number.

24HR Service Dispatcher:

Service Dispatchers are our service dispatchers. Our Service Dispatchers are responsible for dispatching service technicians in response to your service needs. Service Dispatch can be reached at Provider Service Phone Number for emergency service or normal service requests.

Agreement Investment

This service agreement will remain in effect for an original term of 12 months, and renew automatically from year to year thereafter. During the renewal process, the agreement price is reviewed and may be adjusted according to the annual inflation rate. Either party may terminate this agreement with a 30 day notice.



Scheduled Services

Listed below, you will find a common description of scheduled tasks and services for equipment covered herein. Detailed tasking's, specific to items on the attached equipment list, will be prepared by the operations manager and presented to your service technician upon agreement start-up. Our services include all maintenance materials, gaskets, oils, and lubricants required to perform these tasks.

DIVCO will test and cycle all equipment after service is complete, to ensure proper operational conditions. Upon completion of our services, you will receive a service report with written documentation of tasks performed and any recommendations of our findings for your records.

DIVCO Standard Preventive Maintenance (PM)

DIVCO's Standard Preventive Maintenance program ensures performance and management of the manufacturers recommended maintenance routines. DIVCO's factory trained service technicians perform the mechanical maintenances according to the equipment's age, size, and run-time to ensure proper system operation and efficiency. This level of service results in fewer equipment failures, increased equipment life, and maximum energy savings.

DIVCO's Standard Preventive Maintenance plan is not to be compared with a mere *economy-type* "Inspection & Filter Change Service". Economy services do not allow a service technician adequate time to ensure proper operation and efficiency of the mechanical systems. Those service plans end up costing the consumer more dollars toward troubleshooting and repairs.

HVAC Equipment Spring / Fall Services

Spring / Fall Services include checking for unusual noises, vibration, or corrosion, securing panels and reporting any leaks. Additionally, your service technician will check unit control panels for damaged wiring and verify proper operation of all components. He will inspect heat exchangers, motor starters and contactors; inspect and adjust blower motors, belts, sheaves, evaporator coils, air filters, and condensate drains. DIVCO will inspect and adjust condenser fan motors, blades, speed controls, and condenser coils. Economizer dampers and controls will be checked for proper operation. Economizer linkages will be lubricated.

HVAC Equipment Mid-Summer / Mid-Winter Services

Mid-Summer / Mid-Winter Services provide a test and inspection service which *verifies equipment operation during peak season operation*. This service ensures system efficiency and can prevent / eliminate a situation which may develop into a catastrophic failure if left unnoticed until the next scheduled service for that particular seasonal component.

Filter Service

DIVCO shall furnish and install quality air filter media. This service will be performed as required, during the scheduled service, for the applicable items on the *equipment list*. If changing environmental conditions or experience indicates that the filter-changing schedule needs to be adjusted, it will be modified by mutual consent. Your program offers 4 filter change(s) per unit, per year.

**Drive Belt Replacement Service**

DIVCO will replace drive belts on a "as needed basis". The price per belt installed is set at \$84.00 per belt with labor included on normal time & material basis. This is not available on an emergency call-out basis.

Condenser Coil Cleaning Service

Condenser coil cleaning will be accomplished annually during the cooling season. This will help prolong the condenser life and add to increase efficiency during the cooling season. If changing environmental conditions or experience indicates that the above condenser coil-cleaning schedule needs to be adjusted, it will be modified by mutual consent.

Your program offers 1 coil cleaning per unit, per year.

Evaporator Coil Cleaning Service

A thorough preventive maintenance program typically incorporates the frequent exchange of quality MERV 8 pleated filters. In doing so, the "evaporative" (or indoor) coil will seldom need to be cleaned. Substandard filters, missing or loose filter door panels, or delayed filter change frequency will enable the evaporative coil to become dirty, plugged and/or contaminated with mold or mildew. As these conditions are not predictive, this service is not included as part of this scheduled service agreement.

If it is ever determined that the evaporator coils require cleaning, your DIVCO service technician will seek your approval to perform this service as an additional "Time & Material" billable item. By performing the evaporative coil cleaning, the equipment will be able to provide a cleaner / fresher supply of airflow. This will also help prolong the evaporator life and add to the peak operational efficiencies during the cooling season.

Exhaust Fans

There are no exhaust fans included on this program. If needed DIVCO can provide that service on a Time & material basis.

Gas Fired Unit Heaters

DIVCO shall check the pilot light or ignition system for proper operation and flame height. The burner orifices shall be inspected and the burner section will be cleaned if required. The fuel to air ratio will be adjusted if needed to achieve proper flame height. The heat exchanger will be visually inspected for signs of cracks or leakage. If there is evidence of any problem with the heat exchanger, DIVCO will take flue CO readings and record the results. If CO levels in the flue exceed 400ppm, the unit will be shutoff and tagged. The blower fan will be checked for excessive vibration and vacuumed if required. Bearings will be lubricated and thermostat settings will be verified and adjusted as necessary.

Your program offers 1 Fall PM services per unit, per year.

Radiant Tube Heaters

DIVCO shall check the pilot light or ignition system for proper operation and flame height. The gas train or oil burner will be checked for proper operation. All safeties will be tested for proper sequencing. Gas units will be checked for gas leaks. Oil systems will have the nozzle replace and the burner section wiped clean. Thermostats will be verified and adjusted as necessary. Your program offers 1 Fall PM services per unit, per year.



24-Hour Emergency Service Response Time

Response to service calls will be based on the type and nature of services required. If it is for a critical system failure, DIVCO will respond in four hours or less*. If it is determined not to be critical in nature, service will be provided at a mutually agreed upon time.
*Under extreme weather conditions, response times may be extended.

Time & Material HVAC Services

HVAC Services: Labor for all service calls, above and beyond the scope of scheduled services within this agreement, will be billed at the Preferred Time & Material Service rate, M-F 8am – 5pm. After hours, weekends and holidays will be billed at the time & one-half rate. Call our dispatch center at 509-534-7225.

Truck Charges: *Time and Material* service calls will also include standard *Truck Charge* or mileage fee.

Equipment List

1	Size / Type	Quantity	Visits	Make / Model	Serial	Location
	Furnace / Gas	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
	Furnace / Gas	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
	Furnace / Gas	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
	Furnace / Gas	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
	Air- Cond. / Condenser	1	2	Carrier C2A342GKA106	E063034492	PORT OF HOOD - OFFICE - Ground level
	Air- Cond. / Condenser	1	2	Carrier C2A336GKA100	E070326441	PORT OF HOOD - OFFICE - Ground level
	Air- Cond. / Condenser	1	2	Carrier C2A318GKA100	E060616160	PORT OF HOOD - OFFICE - Ground level
	Air- Cond. / Condenser	1	2	Carrier C2A330GKA100	E060613965	PORT OF HOOD - OFFICE - Ground level
	Ductless split / air-handler	1	4	Mitsubishi TBD	TBD	PORT OF HOOD - OFFICE - A/C only
	Ductless split / condenser	1	2	Mitsubishi TBD	TBD	PORT OF HOOD - OFFICE - Ground level - A/C only
	Unit heater / gas	1	1	Modine - TBD	TBD	PORT OF HOOD - OFFICE - storage garage area
	Tube heater / gas	1	1	Vantage 2 - TBD	TBD	PORT OF HOOD - Maintenance office
	Coil cleaning - condenser	5	1			PORT OF HOOD - OFFICES ground level
	Filters 2" Pleated Merv 8	2	4			PORT OF HOOD - OFFICES
	Filters 2" Pleated Merv 8	2	4			PORT OF HOOD - OFFICES
	Furnace / gas	1	2	Comfort Maker - TBD	TBD	PORT OF HOOD - OFFICES - Gorge Innoventure
	Filters 2" Pleated Merv 8	1	2			PORT OF HOOD - OFFICES - Gorge Innoventure - heat only
	Furnace / Gas	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
	Furnace / Gas	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD - 700 E

Equipment List

Furnace / Gas	TBD	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
Furnace / Gas	TBD	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
Air-cond. / split condenser	4 ton	1	2	Carrier 24ABB348A0510	3411E11162	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY - Ground level
Air-cond. / split condenser	4 ton	1	2	Carrier 24ABB348A0510	3011E19335	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY - Ground level
Air-cond. / split condenser	3 ton	1	2	Carrier 24ABB336A0510	4911E04845	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY - Ground level
Air-cond. / split condenser	4 ton	1	2	Carrier 24ABB348A00510	3411E11152	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY - Ground level
Ductless split / air-handler	TBD	1	4	Mitsubishi - TBD	TBD	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
Ductless split / condenser	TBD	1	2	Mitsubishi - TBD	TBD	PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY - Ground level
Coil cleaning - condenser	Up to 10 ton	5	1			PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY - Ground level
Furnace / gas	TBD	1	2	Rheem MUZGL09A	TBD	PORT OF HOOD - DMV -600 E PORT MARINA WAY
Filters 2" Pleated Merv 8	20X25X2	2	4			PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
Filters 2" Pleated Merv 8	20X20X2	2	4			PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
Filters 1" Pleated Merv 8	20X22X1	1	4			PORT OF HOOD - MARINA PARK OFFICES - 700 E PORT MARINA WAY
Furnace / gas	TBD	1	2	Rheem - TBD	TBD	PORT OF HOOD - YACHT MARINA RESTROOMS
Filters 1" Pleated Merv 8	20x25x1	1	2	Trane - YCS - Series		PORT OF HOOD - YACHT MARINA RESTROOMS
Furnace / gas / 90%	90K -horizontal	1	4	Trane YCS090F4EMA1VCD	162713896L	PORT OF HOOD - BG 7 - 616 Industrial Way - 1 st . floor north

Equipment List

Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - series	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way - 1 st , floor north
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way - 1 st , floor north
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way - 1 st , floor south breakroom
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way- 1 st , floor breakroom
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way - EAI Production
Furnace / gas / 90%	TBD - horizontal	1	4	TBD	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way -EAI Production
Furnace / gas / 90%	TBD - horizontal	1	4	Armstrong Air TBD	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way - EAI Production
Furnace / gas / 90%	TBD - horizontal	1	4	Armstrong Air TBD	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way - Basement floor breakroom
Furnace / gas / 90%	TBD - horizontal	1	4	Comfort Maker TBD	TBD	PORT OF HOOD - BG 7 - 616 Industrial Way -EAI Production
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3036E1000AA	123053HE3F	PORT OF HOOD - BG 7 - 616 Industrial Way - ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTR3049A1000NA	192612R53F	PORT OF HOOD - BG 7 - 616 Industrial Way - ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTR3049A1000NA	192612P43F	PORT OF HOOD - BG 7 - 616 Industrial Way - ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3048A1000BB	10132UAY5F	PORT OF HOOD - BG 7 - 616 Industrial Way - ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB306OD1000BA	12253L344F	PORT OF HOOD - BG 7 - 616 Industrial Way - ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3024A1000BA	93412115F	PORT OF HOOD - BG 7 - 616 Industrial Way - ground level

Equipment List

Air-cond. / split condenser	TBD	1	2	Trane 4TTB3036B1000BA	10085TTF3F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3036E1000AA	123053HC3F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Carrier TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTA3060D4000DA	17181M145F	PORT OF HOOD – BG 7 – 616 Industrial Way – rooftop level
Filters 2" Pleated Merv 8	20X30X2	5	4			PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production & Breakrooms
Filters 2" Pleated Merv 8	20X25X4	1	4			PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production & Breakrooms
Filters 1" Pleated Merv 8	20X25X1	4	4			PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production & Breakrooms
Coil cleaning - condenser	Up to 10 ton	10	1			PORT OF HOOD – BG 7 – 616 Industrial Way – ground level & rooftop
Package RTU	150K	1	4	Trane YSC090F4EMA1VC	162713896L	PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Package RTU	RTP/ GH	1	4	Carrier TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Package RTU	RTP/ GH	1	4	Carrier TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Coil cleaning - condenser	Up to 10 ton	3	1			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Filters 2" Pleated Merv 8	16X16X2	4	4			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Filters 2" Pleated Merv 8	16X25X2	4	4			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Filters 2" Pleated Merv 8	20X30X2	2	4			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop

Equipment List

Package RTU	10 ton / RTP/ GH	1	4	Rheem RKNL-H120CR15E	TBD	PORT OF HOOD -- JENSEN BUILDING - Rooftop
Package RTU	30 ton / RTP/ GH	2	4	Rheem RRG350150CKR	TBD	PORT OF HOOD -- JENSEN BUILDING - Rooftop
Package RTU	3 ton / RTP/ GH	1	4	York DAYAF036N070C	TBD	PORT OF HOOD -- JENSEN BUILDING - Rooftop
Package RTU	3 ton / RTP/ GH	1	4	Trane SAHA-302-C	TBD	PORT OF HOOD -- JENSEN BUILDING - Rooftop
Package RTU	12 ton / RTP/ GH	2	4	Rheem RGEA14030AJD061AA	TBD	PORT OF HOOD -- JENSEN BUILDING - Rooftop
Coil cleaning - condenser	10 ton & up	7	1			PORT OF HOOD -- JENSEN BUILDING - Rooftop
Filters 2" Pleated Merv 8	18X18X2	12	4			PORT OF HOOD -- JENSEN BUILDING - Rooftop
Filters 2" Pleated Merv 8	20X20X2	12	4			PORT OF HOOD -- JENSEN BUILDING - Rooftop
Filters 2" Pleated Merv 8	24X24X2	3	4			PORT OF HOOD -- JENSEN BUILDING - Rooftop
Package RTU	20 ton / 400K BTU	1	4	Trane Voyager YCD241E3HCAB	101810244D	PORT OF HOOD -- Halyard Building -- Rooftop A/C #1
Package RTU	20 ton / 400K BTU	1	4	Trane Voyager YCD241E3HCAB	101810289D	PORT OF HOOD -- Halyard Building -- Rooftop A/C -#2
Coil cleaning - condenser		2	1			PORT OF HOOD -- Halyard Building -- Rooftop-A/C #1 & #2
Filters 2" Pleated Merv 8	16X20X2	8	4			PORT OF HOOD -- Halyard Building -- Rooftop A/C #1 & #2
Filters 2" Pleated Merv 8	20X20X2	16	4			PORT OF HOOD -- Halyard Building -- Rooftop A/C #1 & #2
Package RTU	RTP/ Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04526	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP/ Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04527	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP/ Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04528	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/5 ton	1	4	Lennox LGC060S2BS1Y	5605C04522	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605CO4518	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605CO4525	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605CO4523	PORT OF HOOD--Wasco Roof

Equipment List

Package RTU	RTP /Gas heat/ 6 ton	1	4	Lennox LGC060S2BS1Y	TBD	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 3 ton	1	4	Lennox LGC036S2BS1Y	TBD	PORT OF HOOD - Wasco Building - Rooftop
Coil cleaning - condenser		9	1			PORT OF HOOD - Wasco Building - Rooftop
Filters 2" Pleated Merv 8		18	4			PORT OF HOOD - Wasco Building - Rooftop
Ductless split / condenser	TBD	2	2	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Rooftop
Ductless split / air-handler		2	4	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Mechanical room
Ductless split / condenser		1	2	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Rooftop
Ductless split / air-handler		1	4	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Mechanical room
Coil cleaning - condenser		3	1			PORT OF HOOD - Wasco Building - Rooftop
Filters - washable	16 ¾ x23 ¾ x1/16"	3	4			PORT OF HOOD - Wasco Building - Mechanical room
Wall heater / gas	Gas heat	1	1	Vantage - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 100
Tube heater / gas	Gas heat	1	1	Co Ray Vac - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 100
Wall heater / gas	Gas heat	1	1	Vantage - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 200
Tube heater / gas	Gas heat	1	1	Co Ray Vac - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 200
Package RTU	RTP / Electric / 3 ton	1	4	Trane - TBD	TBD	PORT OF HOOD - Toll House
Coil cleaning - condenser		1	1			PORT OF HOOD - Toll House
Filters 1" Pleated Merv 8	12X12X1	1	4			PORT OF HOOD - Toll House
Filters 1" Pleated Merv 8	20X20X1	1	4			PORT OF HOOD - Toll House
Unit heater / gas	Gas heat	2	1	Reznor - TBD	TBD	PORT OF HOOD - Airport White hanger
Ductless split / condenser		1	2	Mitsubishi MXZ-2C2ONAHZ2	63P00953	PORT OF HOOD - FBO Building
Ductless split / air-handler		2	4	Mitsubishi MSZ-FH12NA	6003928 T & 6004273 T	PORT OF HOOD - FBO Building
Coil cleaning - condenser		1	1			PORT OF HOOD - FBO Building



Special Provisions

1. If a notice is given by either party to terminate this service agreement and the billing cycle does not correspond with the service schedule, DIVCO will be paid in full for all services rendered up to the time of cancellation. In turn, DIVCO will refund any pre-paid fees for services not yet performed.
2. Pre-Approved Time and Material Repair Limit: On the pricing page, there is an option to state a dollar amount limit for "Pre-Approved" Time & Material repairs. The dollar limit (if chosen) is a "per repair" limit. This is offered to reduce repair costs at the time of scheduled services as most common repair parts are stocked on the service vehicles.

Safety Protocol Provisions

1. DIVCO will perform all work within the appropriate safety guidelines as directed by all Federal, State, City & DIVCO guidelines. These protocols include Fall Protection, Lock-Out Tag-Out, PPE Equipment, Work Site Safety Plans, etc.
2. The customer agrees to provide adequate access to all equipment and components as identified on the "Equipment List". Any equipment requiring extraordinary means of access will be the customer's responsibility to provide such OSHA-approved access (i.e. Fall restraint tie-off, scaffolding, scissor lifts, snorkel lifts, fixed roof access ladders, rappelling equipment, etc.)

Note: If safety protocol improvements are not made for any item on the equipment list requiring such improvements, that equipment will be removed from the service schedule until satisfactory improvements are made.



Prevailing Wage Provisions

1. In the state of Washington, any publicly funded facility; or, any privately owned facility which leases/rents 50% or more of a facility to a government entity; falls under "Public Work" and is subject to "Prevailing Wages". (RCW39.04.260)
2. If any agency of the state, or any county, municipality, or subdivision created by its laws shall knowingly fail to comply with the provisions of RCW 39.12.040 as now or hereafter amended, such agency of the state, or county, municipality, or political subdivision created by its laws, shall be liable to all workers, laborers, or mechanics to the full extent and for the full amount of wages due, pursuant to the prevailing wage requirements of RCW.39.12.020. (RCW 39.12.042)
3. For all facilities falling under "Public Work" laws, DIVCO will provide "Prevailing Wage" provisions to those service technicians assigned to the facility. **Customer Name** must state if this service agreement involves "Public Work".



RFP Pricing for Each Site and Option.

Annual and Quarterly Pricing Includes Filters.

Location	Semi-Annual & Annual Maintenance	Quarterly Maintenance	Annual Condenser Coil Cleaning	Annual Equipment Evaluation
Port Office Building 1000 E. Marina Drive		\$1,974.00	\$275.00	\$140.00
Marina Park office 700 E. Port Marina Way		\$2,181.00	\$185.00	\$110.00
DMV 600 E. Port Marina Way		\$911.00	\$ 68.00	\$ 25.00
Yacht Club/Marina Restrooms-Semi-Annual	\$166.00		N/A	\$ 25.00
Big 7 616 Industrial Street		\$6,342.00	\$578.00	\$260.00
Jensen Building 400 Portway Ave.		\$3,622.00	\$400.00	\$150.00
Timber Incubator - Annually 3875 Heron Drive, Odell	\$370.00		N/A	\$ 90.00
Maritime Building 900 Portway Ave.	<i>No longer maintaining this building</i>	<i>No longer maintaining this building</i>	<i>No longer maintaining this building</i>	<i>No longer maintaining this building</i>
Halyard Building 707 Portway Ave.		\$1,708.00	\$165.00	\$ 25.00
Toll House		\$901.00	\$ 68.00	\$ 15.00
Airport White Hangar	\$170.00		N/A	\$ 25.00
Airport Yellow Hangar	<i>Building not included in list</i>	<i>Building not included in list</i>	<i>Building not included in list</i>	<i>Building not included in list</i>
Airport FBO		\$703.00	\$ 68.00	\$ 25.00
Wasco Building 205 Wasco Loop		\$3,907.00	\$575.00	\$210.00
Restrooms beach, event site – Semi-Annual	\$265.00		N/A	\$ 35.00
TOTALS	\$971.00	\$22,249.00	\$2,382.00	\$1,135.00

The pricing is based on an all-inclusive contract with all sites included; not figured on a per site or "a la cart" basis. Belts will be replaced on an as-needed basis. DIVCO will inform the Port of when it is time to change belts. Price will be set at **\$84.00**, but is not available on an individual, emergency call-out basis. Normal time and material rates apply.



Pricing

Renewal Pricing for 2021 service year

	Scheduled Service Options	Semi-Annual Billing	Annual Price	Select with Initials
#1	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD MARINA	\$4,167.50	\$8,335.00	
#2	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD WASCO	\$2,346.00	\$4,692.00	
#3	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD TIMBER INCUBATOR	\$230.00	\$460.00	
#4	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD JENSEN	\$2,086.00	\$4172.00	
#5	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD HALYARD	\$949.00	\$1,898.00	
#6	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD BIG 7	\$3,590.00	\$7,180.00	
	Annual Total – All PM Services	\$13,368.50	\$26,737.00	

Customer Name agrees to pay DIVCO the annual amount of: **\$26,737.00** dollars, to be invoiced in equal **Semi-Annual** installments of **\$13,368.50**. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by DIVCO. DIVCO must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied*. DIVCO Guarantees the price stated in this agreement for ninety (90) days from the proposal date.

Pre-Approved Time & Material Repair Limit: No ___ Yes ___ \$ _____ Initials ___

Customer Name must state if this service agreement involves "Public Work".
Yes ___ No ___ (Please Initial)

Accepted by:

X _____

Name: _____

Title: _____

Date: _____

Port of Hood River
1000 East Port Marina Drive
Hood River, Oregon 97031

Mark Sciara

Name: Mark Sciara

Title: Account Manager

Date: 11/6/2020

DIVCO Incorporated

715 N. Madelia

Spokane, WA 99202

We look forward to doing business with you! Thank you for your prompt response.



DIVCO Terms and Conditions of Sale

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions unless otherwise indicated herein:

General Provisions

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during DIVCO' normal working hours, Monday through Friday inclusive, excluding holidays.
- 1.2 Client shall provide reasonable means of access to the equipment being serviced. Cost of man lift to access unit heaters is not included. DIVCO shall not be responsible for any removal, replacement or refurbishing of the building structure, if required to gain access to the equipment. DIVCO shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by a DIVCO representative, shall constitute the entire agreement between the two parties.
- 1.4 Either party may terminate this agreement at any time during the original term, or any extended term, by giving the other party 30 days notice of its intention.

Charges

- 2.1 For services not covered by this agreement but performed by DIVCO upon the Client's authorization, the Client agrees to pay DIVCO upon presentation of itemized invoice(s), at DIVCO' prevailing rates.
- 2.2 If an emergency service is requested by the Client and inspection does not reveal any defect for which DIVCO is liable under this agreement, the Client will be charged at DIVCO' prevailing rates.
- 2.3 The annual rate is subject to adjustment annually on each anniversary date to reflect increases in labor, material and other costs.
- 2.4 Customer will promptly pay invoices within ten (10) days of receipts. Should payment become thirty (30) days or more delinquent, DIVCO may stop all work under this agreement without notice and/or cancel this agreement, and the agreement amount shall become due and payable immediately upon demand. DIVCO will assess a late charge in the amount of 1 1/2 percent per month after thirty (30) days from the invoice date. Customer agrees to pay on demand the amount of all expenses reasonably incurred by DIVCO in efforts to collect the indebtedness in the event that this agreement is referred to an attorney. Customer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all court costs and costs of public officials. In the event legal remedy is necessary, venue shall be in Spokane County, Washington.

Limitations of Liability

- 3.1 DIVCO shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightening, freeze-ups, strikes, lockouts, difference with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL DIVCO BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES**, but this sentence shall not relieve DIVCO of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of DIVCO in performance or failure of performance of its obligations under this agreement.
- 3.2 DIVCO shall not be required to make safety tests, install new devices, or make modifications to any equipment beyond the scope of the original contract in order to comply with recommendations or directives of insurance companies, governmental bodies or for other reasons.
- 3.3 DIVCO shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 This agreement pre-supposes that all equipment is in satisfactory working condition. A cost estimate will be furnished for any equipment found in need of repair, upon initial inspection or initial seasonal start-up, with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.
- 3.5 This agreement pre-supposes no substance regarded as hazardous by EPA is utilized in the system. If in servicing the system, DIVCO discovers the use of hazardous material, the Client will be responsible to remove, or have removed, any such substance and to replace it with a non-hazardous substitute. The Client will incur the cost of removal and substitution.
- 3.6 The amount of any present or future sales, use, occupancy, excise, or other federal, state or local tax which DIVCO hereafter shall be obligated legally to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.7 If the equipment or software included under this agreement is altered, modified, or changed by a party other than DIVCO, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly or DIVCO may terminate the agreement.



- 3.8 Following 12 months of service or any time thereafter, if individual item(s) cannot, in DIVCO' opinion, be properly repaired on-site, due to excessive wear or deterioration, DIVCO may withdraw the items(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.
- 3.10 Customer shall permit only DIVCO' personnel or agent to perform the work included in the scope of this agreement. Should anyone other than DIVCO' personnel perform such work, DIVCO may, at its option, cancel the agreement or eliminate the involved item of equipment from inclusion in this Agreement.
- 3.11 In the event the system is altered, modified, changed or moved, by a party other than DIVCO, DIVCO reserves the right to terminate or negotiate the Agreement based on the condition of the system after the changes have been made.
- 3.12 DIVCO will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 3.13 This agreement does not include responsibility for design of the systems, obsolesces, safety test, repair or replacement caused by weather, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the systems, negligence of others (including customer), failure of customer to properly operate the systems, requirements of the governmental, regulatory, or insurance agencies, or other causes beyond DIVCO' control.

Extra Charges

- 4.1 If a trouble call is made at the Customers request and inspection indicates a condition which is not covered under this agreement, DIVCO may charge customer at the rate than in effect for such services.

Non-Maintainable Equipment

- 5.1 The annual rate assumes the equipment covered under this Agreement is in maintainable condition. If, at the time of seasonal start-up or on the first inspection, repairs or replacements are required, such charges will be submitted for customer's approval. If customer does not authorize such repairs or replacements, DIVCO may either remove the equipment from its scope of responsibility, and adjust the annual rate accordingly, or cancel the agreement.
- 5.2 This Agreement applies only to the maintainable portions of the system(s). Under full coverage agreements, DIVCO will not be responsible for the repair or replacement of non-maintainable and/or non-moving parts of the heating, ventilation and air conditioning systems. Examples of such non-covered items are dampers, ductwork, cabinets, heat exchangers, boiler tubes, boiler sections, boiler refractory, chimney, breeching, refrigerant piping, refrigerant leaks, refrigeration evaporators, refrigeration condensers, condensate drain pans and lines, water coils, steam coils, steam traps, pneumatic air lines, fan housings, main power service and electrical wiring, valve bodies or other structural parts.

Facilities Management Programs Limitations – If Applicable

- 6.1 All computerized maintenance monitoring and computerized energy management equipment provided by DIVCO will remain the property of DIVCO. Should this program be terminated, DIVCO reserves the right to remove this equipment.
- 6.2 The monitoring service is not to imply or obligate any direct liability or contingent liability for damages caused by alarms not received or handled improperly. This service is not a U.L. certified alarm center. Lines are checked at least monthly for connection.
- 6.3 Customer is responsible for all phone line installation, line costs, and usage charges incurred.

EXECUTIVE ORDER 11246 – Affirmative Action for Minorities and Women

During the performance of this contract, the Contractor agrees to comply with any applicable requirements of Executive Order 11246 (as amended by EO 11375, 12486, et al) and its implementing regulations at 41 CFR 60-1, 2, 3 and 4, prohibiting discrimination based on race, gender, ethnicity, national origin or religion and requiring affirmative action and EEO reporting to promote equal opportunity. The relevant sections required by 41 CFR 60-1.4 are hereby incorporated by reference

AFFIRMATIVE ACTION FOR VIETNAM ERA & OTHER VETERANS

Applicable to all nonexempt contracts and purchase orders of at least \$100,000 a year.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

AFFIRMATIVE ACTION FOR PERSONS WITH DISABILITIES

Applicable to all non-exempt contracts and purchase orders of at least \$10,000 a year

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Executive Order 13496 of January 30, 2009 may require our suppliers and subcontractors to post notices of employee union rights, and notify their contractors of same. 29CFR Part 471, Appendix A to Subpart A is hereby incorporate by reference.

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Commission Memo



Prepared by: Kevin Greenwood
Date: December 1, 2020
Re: Lowell Clary Consulting
Personal Services Contract

Lowell Clary has advised the Port on project delivery and public private partnership approaches since early in 2018. He originally served on a Bridge Replacement Financing panel hosted by the Port of Hood River in January 2018 and provided guidance in the development of the NEPA contract from a financing perspective. Once NEPA was underway, the Port’s reliance on Clary pared back.

Mr. Clary has been in private consulting since 2008 assisting municipal and state agencies with transportation procurement and financing. He also served as the Asst. Secretary of the Florida Dept. of Transportation. Clary has worked on similar projects in Colorado, Seattle, Connecticut, Florida and North Carolina and has decades of experience developing tolling models, financial analysis, public private partnership evaluation and procurement methods. He also serves as a private sector representative on the U.S. Dept. of Transportation’s TIFIA advisory board.

As the project moves past NEPA and ultimately looks to apply for a TIFIA loan to fund the construction of the replacement bridge, the timing is good to bring Mr. Clary back on board to help develop a P3 panel to increase understanding on how that procurement model may benefit the project. He will also assist in reviewing scopes of work, budgets, and schedules on the BUILD Contract Plan shared with the Commission during Fall Planning. The entire scope of work is included in Exhibit A to the Personal Services Contract, attached.

The contract would be reimbursed through the \$5M HB2017 Oregon state legislative appropriation. The contract scope of work will be presented to the Bi-State Working Group at their December 4 meeting.

RECOMMENDATION: Authorize contract with Clary Consulting Inc. for bridge replacement consulting services not to exceed \$40,000.

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Personal Services Contract Exhibit A

I. SCOPE OF WORK:

Provide advisory services for strategic advice for procurement/project delivery and traffic and revenue analysis activities. Clary Consulting Company will assist with the following Tasks as directed and agreed upon by the Port:

1. Present P3 and project delivery options overview presentation to Bi State Working Group – assume \$3,000.
 - a. Develop draft presentation for review by Port staff.
 - b. Update the presentation based on review comments.
 - c. Present presentation for officials.
2. Advise on project delivery options including P3 – assume up to \$7,000 initially, could be more if this gets complicated that is not in this budget.
 - a. Provide draft brochure/paper on project delivery options including the strengths and challenges of each option
 - b. Update the materials based on input from Port staff
 - c. Provide presentations on the options as requested for Authority management, Board and local officials to discuss project delivery options
 - d. Summarize input and provide recommendation on approach, if requested
3. Prepare for undertaking a P3 Industry Form or RFI (if needed) – assume up to \$6,000. The full pursuit of either approach is not in this budget.
 - a. Outline the strengths and challenges of the Industry Forum or RFI approach
 - b. Prepare a plan for the Industry Forum or RFI, if requested
4. Advise and make recommendations on tasks leading to a TIFIA proposal – assume up to \$5,000. If pursue TIFIA loan and desire advisory services that is not in this budget.
 - a. Summarize the strengths and challenges for the TIFIA loan program
 - b. Provide a presentation on the TIFIA loan program for Authority management, Board and elected officials, if requested.
 - c. Be available for initial discussions with the USDOT Build America Bureau to discuss the option of a TIFIA loan
5. Review Scopes/Budget/Schedules for contracts required for pre-construction tasks – assume up to \$15,000. Assisting in evaluation of proposals or negotiations of proposal rates and expense is not included in this budget.
 - a. Review draft outline of pre-construction tasks and options in coordination with Tasks 3 and 4.
 - b. Review scopes for major pre-construction tasks required for either TIFIA loan or P3 approach including:
 - i. Preliminary Engineering
 - ii. Design-Criteria package or Final Design
 - iii. Traffic and Revenue Analysis
 - iv. Funding/Financing Analysis
 - c. Advise on the timing/schedules for each major scope of activity
 - d. Review draft procurement documents
6. Other strategic/project development/project delivery activities as requested. – Assume up to \$4,000.

II. DELIVERABLES AND TIMEFRAME:

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

As requested by Port staff.

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

Completion of all work products by **December 31, 2021**.

III. CONSIDERATION:

Hourly rates under this Contract shall be:

Professional services at \$350 per hour loaded rate (this includes all costs including travel expenses). Hours are not charged for travel time unless actual work is performed during travel time. Port anticipates that all meetings will be done via video- or tele-conference.

No reimbursable expenses.

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
- Billing rate applied

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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

**Personal Services Contract
Exhibit B**

INSURANCE

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

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

- 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

- 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

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

- 6. 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 shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. 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.

Commission Memo



Prepared by: Kevin Greenwood
Date: December 1, 2020
Re: Otak Amendment No. 3

Otak has been under contract with the Port since January 2018, serving as the owner’s representative for the NEPA work. Chuck Green also advised and facilitated the process leading to the selection of WSP to conduct the FEIS.

As noted in the BUILD contract plan, Otak can also prepare the bid documents and facilitate the process for the selection of the AE/Design Firm. The cost for these services are contracted at \$22,000 for a total contract of \$77,000 and a term through December 2021.

The contract would be reimbursed through the \$5M Oregon state legislative appropriation. The contract scope of work will be presented to the Bi-State Working Group at their December 4 meeting.

RECOMMENDATION: Authorize amendment number three with Otak Consulting Inc. for engineering/design procurement not to exceed \$22,000.

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**AMENDMENT NO. 3
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 3 to the Personal Services Contract ("Contract") is entered into this **1st day of December, 2020** by and between Otak, Inc. ("Consultant") and the Port of Hood River ("Port"), an Oregon Municipal Corporation.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated January 10, 2018 for National Environmental Policy Act ("NEPA") technical assistance associated with obtaining a Final Environmental Impact Study for the future replacement of the Hood River Bridge ("Project"); and

WHEREAS, Amendment No. 2 was executed April 21, 2020 to extend the term of the Contract; and

WHEREAS, the Port desires additional services including the preparation of AE/Design bid documents, the facilitation of scoring and interviewing of firms, and providing guidance to the selection committee; and

WHEREAS, Exhibit A to this Amendment No. 3 states the services, assumptions, deliverables and fees for the bid procurement process; and

WHEREAS, all terms used in this Amendment No. 3 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed **\$22,000** for a total contract amount not to exceed **\$77,000** plus reasonable reimbursable expenses; and

Port and Consultant agree to extend the term of the contract through December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 3 to be duly executed the day and year first above written.

OTAK, Inc.

Port of Hood River

Chuck Green
Sr. Project Manager
700 Washington St., Suite 300
Vancouver, WA 98660

Michael S. McElwee
Executive Director
1000 E. Port Marina Drive
Hood River OR 97031

Exhibit A

Otak will assist in procuring the Preliminary Design consultant with the following services:

1. **Procurement Organization:** Working with Port and ODOT procurement staff (if required) to determine procurement method (single stage RFP vs. multi stage RFQ). Also included in this discussion will be whether the selected Preliminary Design Consultant will or will not be precluded from pursuing final design, depending on expected Project Delivery method(s).
2. **RFP Development:** Assist the Port in drafting the RFP/RFQ content. This includes developing a set of Preliminary Design milestones for incorporation into the Preliminary Design Scope, and developing the Scope of Services to be included in the RFP. This will likely include facilitating discussions with Port, ODOT and WSDOT as well as resource agency staff as to the amount of hydraulic, geotechnical and mitigation design will be needed at this stage, and for what project permits are to be obtained by the design consultant during 15% design. These discussions will also include the “end point” result of the Preliminary Design process which will help define the scope of services (in other words, how far does the consultant take the preliminary design before their work is complete?).
3. **Procurement Assistance:** Develop the procurement schedule for the RFP/RFQ process and consultant selection. Coordinated with the Port, ODOT, WSDOT and potentially other project partners for review of the consultant Preliminary Design scope of work. Assist the Port during the open procurement process to facilitate a pre-proposal meeting, responding to consultant requests for information, and clarifying RFP/RFQ items. Otak’s project manager will attend evaluation committee meetings to facilitate reviews, respond to questions from the evaluation committee members, facilitate the interviews, and document the selection process.

Based on current understanding of the situation, the following consultant assumptions are made for this scope:

- The Supplemental Draft EIS public comment process will have been completed
- This Preliminary Engineering phase scope and RFP content will utilize ODOT’s Local Agency template(s). Scope and procurement documents for alternative project delivery options (Design/Build, Public-Private Partnership) will be developed in future work efforts and are not part of this scope.
- The Port to coordinate comments from multiple stakeholders for any of Otak’s deliverables
- The Port, in discussions with ODOT and FHWA, has determined that WSP and its primary subconsultants are not precluded from submitting a proposal for this RFP/RFQ.
- A separate process for eventual project delivery will be by the Port or others; the Preliminary Design consultant will not be required to assess and determine the project delivery options (design/bid/build, design/build, Public/Private Partnership, or other derivations).
- Consultant project manager and task leads expected to participate in project coordination meetings with Port, ODOT, WSDOT and FHWA. Up to two (2) multi-agency coordination meetings in Hood River are assumed, not to exceed four (5) hours each including travel time.
- Expected qualifications include experience with major bridge design; experience with NEPA and state regulatory conditions of project approval and mitigation plans.
- Experience with long-range traffic (with tolling) modeling for large bridge design
- Experience with WSDOT, ODOT and AASHTO design guidelines and standards.
- Design parameters and reviews will include Port, ODOT and WSDOT staffs.
- For the Preliminary Engineering scope, the Port will work with stakeholder entities to identify a process to coordinate with the Columbia Gorge Commission on design parameters and reviews.

- All deliverables via electronic media
- Milestone schedule for the consultant procurement process: draft within one week of Notice Proceed (NTP). Final within one week of receiving comments.
- Milestone schedule for the preliminary design process: draft within three weeks of Notice to Proceed, final within one week of receiving comments.
- Scope language (consultant scope, qualifications, criteria) for the Preliminary Design consultant RFQ/RFP: draft within four weeks of NTP of that task, final within two weeks of receiving comments
- Coordination meetings with the Port, ODOT and FHWA (and possibly WSDOT and other project partners): up to two, at 5 hours each including travel time, assumed to be in Hood River.
- Procurement related meetings: up to three (3), 2 hours each (except interview process, which is assumed to be a full 8-hour day), each assumed to be in Hood River.
- Assistance with and facilitation of preliminary design consultant procurement process, including facilitation of proposal evaluations and interviews, and potentially participating in the interview process.

Fees

	CE VIII/ Advisor/RFP Lead	Sr. PM Civil/ Structural RFP Scope	CE IX/ Water Resources RFP Scope	CE VI/ Civil RFP Scope	Admin Asst./ Processing and Proofreading	Proj. Coord./ Administra tive and Clerical	TOTAL
	Chuck Green, PE	Scott Nettleton, PE	Kevin Timmins, PE*	Scott Dreher, PE	Reena Keene	Tina Keller	
Labor Rate (includes OH and fee)	\$ 177.00	\$ 244.00	\$ 193.00	\$ 225.00	\$ 77.00	\$ 127.00	
Task							
RFP and Consultant Procurement Assistance							
Task Management	6					3	9
Procurement Organization	12						12
RFP Development	14	22	20	8	6		74
Procurement Assistance	20						20
Total Hours	52	22	20	8	6	3	115
Labor for RFP Support	\$ 9,204	\$ 5,368	\$ 3,860	\$ 1,800	\$ 462	\$ 381	\$ 21,075
Expenses (mileage)	300						\$300
Contingency							\$625
Total for Task	\$ 9,504	\$ 5,368	\$ 3,860	\$ 1,800	\$ 462	\$ 381	\$ 22,000

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Commission Memo



Prepared by: Fred Kowell
Date: December 5, 2020
Re: PSquare LLC, Task Order 7

With the attached PSquare Task Order 7, the Port is working with ODOT to complete the tolling system interface with regard to heavy trucks. ODOT DMV does not carry heavy truck information or data. When the Port embarked on building the interface with ODOT DMV, the interface was thought to include license plate information on ALL vehicles and any needed registration holds resulting from non-payment would be placed on such vehicles. However, ODOT DMV does not contain all license plate information but instead has a separate heavy truck department that handles all heavy truck license plate information and registration.

The heavy trucks department requires a separate interface to exchange heavy truck license plate information and, if necessary, a hold placed on the vehicle registration for non-payment. This was not in the original scope of the PSquare contract and was not known at the time due to the scheduling of the ODOT DMV programming. ODOT DMV deferred the implementation of their new system and so until that migration occurred, we didn't realize that heavy truck data was not included.

Heavy truck traffic makes up about 6-7% of total traffic, but heavy trucks cause much more damage to the bridge than regular vehicles. Although there are far fewer truck run-throughs, they do occur. Collected tolls on these run-throughs will pay for the cost of this Task Order.

Staff have brought this before the Tolling Committee for consideration. The committee believes this will pay for itself and should be considered before the Board.

With this last component with ODOT, our All Electronic Tolling system is complete.

RECOMMENDATION: Approve Task Order 7 with PSquare for electronic tolling heavy truck ODOT interface, not to exceed \$30,000, subject to legal counsel review.

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TASK ORDER 7
SCOPE OF SERVICES
for
ELECTRONIC TOLLING SYSTEMS SUPPORT AND DEVELOPMENT

December 1, 2020

This Task Order No. 7 pertains to a Personal Services Agreement, ("Agreement") by and between Port of Hood River, ("Port"), and P-Square LLC ("Consultant"), dated February 20, 2018 ("the Agreement"). Consultant shall perform Services on the project described below as provided herein as the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port has upgraded its toll collection system to use License Plate Recognition and to place registration holds on vehicles that do not pay delinquent tolls. This project will build the interface with the heavy truck department of ODOT which is not under the DMV database. Although parts of this interface are being accomplished by ODOT the portion of this contract is the interface between the Port of Hood River and the separate database held for heavy trucks.

P-Square Solutions LLC will be building this interface with the existing tolling system network and infrastructure. This project will provide the necessary enhancements such that the Port of Hood River will be able to acquire license plate information on heavy trucks and place holds on those vehicles that are registered with the state of Oregon.

PART 2.0 SCOPE OF SERVICES

Task 1 : Tolling Systems Enhancement System

The Consultant shall perform the tasks below, within the total authorized fee amount, and as requested by the Port staff:

- Install and interface with the ODOT heavy truck unit to acquire license plate information and place registration holds if collections attempts are not successful for Oregon licensed vehicles.
- Provide reports and the reporting capability that depicts those vehicles (accounts) that have a registration hold placed on their state of Oregon registered vehicle. In addition, the reporting capability that depicts when holds are released for payment.

Assumptions

The following assumptions are made:

- Consultant's tolling staff will communicate with Port staff in weekly meetings via a phone conference and the internet.
- The total level of effort for this Task Order # 7 is those services requested by the Port for the efforts shown herein, up to the not-to-exceed amount of the contract, with the exception travel and related costs when required by Port staff.
- Any Feature enhancements, business rules changes, operational efficiency improvements in existing back office system and tolling technology implementation changes which are outside the scope of work and capabilities of the existing system would be performed as task order on a level efforts estimates and approvals from Port.

Deliverables

The following items shall be delivered to the Port:

- Installation of above enhancements, which includes configuration and testing of software interface.
- Software business rules that will need to be changed to incorporate the enhanced technology and any future efficiencies that come forward during project testing.
- Written deliverables in electronic format as requested.
- Invoices and progress reports.
- Weekly conference/meetings

Task 2: Project Management & Administration

The Consultant shall provide professional support and project management services, including resolution of issues and trouble-shooting efforts to maintain an effective tolling system that has the enhanced level of service and functionality to our customers. Consultant shall:

- Provide billings of services performed when tasks are complete or are determined by contract. Schedule updates shall be provided with month progress reports.
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;
- Correspond with credit card merchant provider and gateway provider to allow for payments to be flow securely (PCI compliant), and in a manner applicable to the ICD that is required by both entities.
- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff; |

Deliverables

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide the documents noted above and be available for a mutually agreed upon time for the site visit.

PART 4.0 PERIODS OF SERVICE:

This contract is for a period of 3-6 months starting no later than October 6, 2020. Notice to proceed to Consultant is assumed to be not later than October 6, 2020.

PART 5.0 PAYMENTS TO CONSULTANT:

The total professional service fees for labor for this Task Order No. 7 shall be a not-to-exceed amount of \$30,000. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

PART 6.0 OTHER:

Annual Support will include this enhancement when the project is completed.

This Task Order is executed this _____ date.

TITLE:

President

PORT OF HOOD RIVER
"Port"

ADDRESS: 307 Fellowship Road,
Suite 104
Mount Laurel, NJ 08054

BY:

NAME: Michael McElwee

TITLE: Executive Director

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

P SQUARE SOLUTIONS LLC. "Consultant"

NAME: Reddy Patlolla

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