



## **Klickitat County Port District No. 1**

154 E Bingen Point Way Ste. A  
Bingen, WA 98605  
509-493-1655

### **Contract**

2012-02  
Marine Recreation Planning

June 22, 2012

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Klickitat County Port District No. 1  
**Contract**  
2012-02 - Marine Recreation Planning

This Contract is between **Klickitat County Port District No. 1**, a Washington municipal corporation (hereinafter "**Port**"), and **Maul Foster Alongi, Inc.**, a Washington corporation (hereinafter "**Provider**"), and is effective as of **June 22, 2012**.

**WITNESSETH**

**1. AFFIRMATIVE ACTION**

Respondent shall take affirmative action in complying with all Federal and State requirements concerning fair employment and shall not discriminate by reason of age, race, color, gender, religion, national origin, or physical handicap.

**2. ASSIGNMENT AND SUBCONTRACTS**

No portion of this Contract, or the Work described therein, may be assigned, subcontracted, or transferred to a party other than the Provider except as described in Provider's Personnel Roster or as approved by the Port in writing. Provider shall ensure the provisions of this Contract are incorporated into its contracts with any subproviders and shall provide a copy of all such contracts, excluding financial information, to the Port. Port reserves the right to require the substitution of any subprovider. Provider agrees that it shall remain fully responsible for the acts and omissions of subproviders, if any, used to complete the Work of this Contract.

**3. AUDITING**

Provider shall keep and maintain accurate books, records, and documents showing all charges, disbursements, or expenses made or incurred by Provider in the performance of this Contract for no less than three (3) years after the termination of this Contract. Port or its duly authorized agent shall have the right, upon ten (10) working days notice, to audit all such records including Provider's direct costs, timesheets, expense reports, and logs pertaining to this Contract.

**4. BACKGROUND**

Marina Park and Sailboard Park were created by the Port to provide and support marine-based recreation, but amenities have been limited because of past financial difficulties and existing facilities are showing their age. In addition, a public marina with related services and facilities has been in the Port's strategic plan since the 1950s, but never planned or constructed.

**5. CHANGES**

All changes and claims for extra cost shall be in writing by amendment and approved by Port in advance.

**6. COMPENSATION**

**6.1 AMOUNT**

As full compensation for the performance of the obligations of this Contract and the services to be provided as outlined in the scope of work attached hereto as Exhibit "A", Port shall pay Provider on a time-and-materials basis up to a maximum of Seventy Thousand Dollars and 00 Cents (\$70,000.00 USD). Provider shall perform Task 1 through Task 4 in the year 2012 at an estimated cost of \$58,175.00 and Task 5 through Task 6 in the year 2013 at an estimated cost of \$6,370.00. Provider's expenses will be reimbursed at cost, with the exception of all third party costs which will be reimbursed at cost plus a markup of eight percent (8%).

**6.2 PAYMENTS**

Provider shall submit detailed numbered invoices showing the description and cost/price of work items being invoiced, work order number (if applicable), title of project, total invoice amount, hours and hourly rate (if applicable), and an itemized list of any authorized expenses with backup documentation. Invoices must be received by the 10<sup>th</sup> day of the month and will be paid at the end of that month. No payment in advance or in anticipation of services or supplies to be provided under this Contract shall be made by Port.

### **6.3 RETAINAGE**

Port shall pay ninety percent (90%) of each invoice presented by Provider, retaining the remaining ten percent (10%) until completion and acceptance of all work performed under this Contract. Upon completion and acceptance, Port shall pay to Provider the balance of all amounts due.

### **7. COMPLIANCE WITH LAWS**

Provider agrees to fully comply with all local, state, tribal, and federal laws and regulations applicable to the services provided, including Washington business registration, taxes, employee safety, and employment eligibility. Provider shall secure, at its own expense, all licenses and permits required to complete the Work described herein.

### **8. CONFLICTS OF INTEREST**

Provider warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Contract. Provider warrants that it has not retained any person to solicit this Contract and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Contract.

### **9. COSTS AND DISBURSEMENTS**

Provider shall pay all costs and disbursements required for the performance of its services under this Contract.

### **10. DISCLOSURE**

All information developed by Provider or made available to Provider by Port and all analyses or opinions reached by Provider shall be confidential and shall not be disclosed by Provider without the written consent of Port, under a court order, or to satisfy the requirements of any local, state or federal law regarding the reporting of such information to a regulatory agency.

### **11. DELIVERABLES**

All tangible materials produced as a result of this Contract shall be prepared as specified by Port's Representative and this Contract. Delivery of materials produced shall consist of both the tangible materials and one electronic copy of any computer file used in the creation of the tangible product in an Acrobat PDF formatted file or other format agreeable to Port. Port may offset from Provider's fee any expense incurred by Port in correcting deliverables not prepared in accordance with this paragraph.

### **12. DISPUTES**

The parties agree to make a good faith effort to settle any claims, disputes or other matters in question between Provider and Port arising out of or relating to this Contract or the breach thereof through direct negotiation.

#### **12.1 MEDIATION**

If a dispute arises that cannot be settled through direct negotiation, the parties agree to endeavor to settle the dispute through a mediator acceptable to both parties, the cost of which shall be divided equally. Port reserves the right to join any dispute under this Contract with any other claim in litigation or other dispute resolution forum, and Provider agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum.

#### **12.2 ACTION FILED**

If a dispute cannot be resolved through mediation, and in case suit or action is instituted to interpret or enforce compliance with any of the provisions of this Contract, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees and associated fees and expenses to be allowed the prevailing party in such suit or action. In the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees and associated fees and expenses on such appeal.

#### **12.3 ATTORNEY'S FEES**

For purposes of this Contract, the term "attorney's fees" shall include all charges of the prevailing party's attorneys and their staff (including, without limitation, legal assistants, paralegals, word processors, court fees, and other support personnel) and the term "fees and expenses"

shall include, but is not limited to, long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges; and costs incurred in searching records.

### **13. HAZARDOUS SUBSTANCES**

If the scope of work includes the use of, or exposure to, hazardous substances:

#### **13.1 DEFINITION**

The term "Hazardous Substances", as used herein, shall mean any substance designated as, or containing components designated as, hazardous, extra hazardous, dangerous, toxic, or harmful and which are subject to environmental regulation by any local, state, or federal law, regulation, statute, or ordinance including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder. Hazardous substances, for purposes of this Contract, shall not include any material excepted from the definition in the relevant regulations, including, for example, by reason of its small quantity or ordinary presence.

#### **13.2 HAZARD COMMUNICATION**

Port shall furnish Provider with the information required by the Hazard Communication standard materials preexisting on the project site. Provider will ensure that this information is made available to Provider's personnel and subproviders, and incorporated into the contract documents as appropriate.

#### **13.3 INDEMNIFICATION**

Provider shall indemnify and hold Port harmless from any and all claims, demands, judgments, orders, or damages resulting from the use of Hazardous Substances by Provider or the failure of Provider to properly handle, store, recover, and dispose of Hazardous Substances as part of its performance of this Contract.

#### **13.4 REGULATORY REQUIREMENTS**

Where the nature of the work performed by Provider under this Contract shall involve Hazardous Substances, Provider agrees to promptly, timely and completely comply with all local, state, and federal government regulations, including those identified in Section 31.1 ("Definition"), for reporting, handling, storing, recovering, or disposing of Hazardous Substances.

### **14. INDEMNIFICATION**

To the maximum extent permitted by law, Provider shall indemnify and hold Port and its officers, agents, and employees harmless from any and all suits, claims, penalties, or damages arising from Provider's negligent act or omission, willful misconduct, or use of any copyrighted or non-copyrighted composition, secret process, article, or application except to the extent caused by the negligence or willful misconduct of Port. The provisions of this paragraph shall survive the termination of this Contract.

### **15. INSURANCE**

Provider must obtain, and maintain in force at all times during the term of this Contract, insurance for Worker's Compensation, General Liability, Auto Liability, and Professional Liability (aka Errors & Omissions). Except for Professional Liability insurance, Port shall be named as an Additional Insured.

#### **15.1 COVERAGE**

Prior to the commencement of services, Provider shall secure, and maintain at all times, such insurance as will protect it from claims under Title 51 RCW (Industrial Insurance) and providing the following:

- a. Commercial General Liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Automobile Liability coverage for owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and

- c. Professional Liability not less than \$1,000,000 per claim and in the aggregate with a retroactive date before the date of notice to proceed. Coverage shall remain in effect for the term of this Contract plus three years.

#### **15.2 ISSUING COMPANY**

All policies shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington and rated "A-" (Excellent) or better and be of financial size category "VII" (\$50-\$100 million policyholders' surplus) or equivalent successor rating as defined by A.M. Best Company or a national, commercially-accepted successor rating agency. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after thirty (30) days prior written notice has been give to Port. Except for professional liability, Port shall be named as an additional insured on all policies.

#### **15.3 PROOF OF INSURANCE**

Upon execution of this Contract, Provider shall deliver to Port a Coverage Summary, Binder, or other similar document showing the carrier, policy number, name of the insured, effective period, coverage, limits of liability, and, if applicable, the project name and/or number. Furthermore, where it is required to name Port as an "Additional Insured", Provider shall also deliver to Port an endorsement showing the policy number and name of the additional insured. ACORD forms shall not be acceptable.

#### **16. KEY PERSONNEL**

Provider and/or its subproviders' key personnel, as listed on the Personnel Roster submitted with its response, shall remain assigned for the duration of the Project unless otherwise agreed to by the Parties in a written amendment to this Contract.

#### **17. NONDISCRIMINATION**

During the performance of this Contract, Provider shall comply with all applicable state and federal nondiscrimination laws, regulations and policies. Provider shall not discriminate against any employee, applicant for employment, vendor, or customer/client because of race, color, sex, religion, national origin, creed, marital status, or mental or physical handicap.

#### **18. NON-WAIVER**

No failure of either party to insist upon the strict performance of any provision in this Contract shall be construed as depriving that party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by either party of any provision of this Contract shall be deemed to have been made unless expressed in writing and signed by the party who is alleged to have waived a right. No payment to Port from Provider after any breach shall constitute a waiver of any such breach or any other breach.

#### **19. NOTICES**

Representatives for the parties to this Contract and the address to be used for notices and other official communications between the parties shall be as follows:

Port: Port of Klickitat  
Marc Thornsby  
154 E Bingen Point Way Ste. A  
Bingen, WA 98605  
509-493-1655

Provider: Maul Foster Alongi, Inc.  
Steve Taylor  
400 E Mill Plain Blvd. Ste. 400  
Vancouver, WA 98660  
360-694-2691

Guidance or direction shall be valid only when communicated through these representatives or their designated agents, provided that written notification of such designation is provided to the other party. Notices and all other written communication shall be mailed or delivered to the intended recipient at

the address specified. Either party may change its address by written notice within ten (10) calendar days to the other party.

**20. OTHER WORK**

Port shall have the right to perform, or have performed, similar or such other work as it may desire while Provider is performing work. Provider shall coordinate its work with that of others when required. Any claim of interference or delay due to other work must be made to Port within ten (10) calendar days of occurrence or such claim shall be deemed waived.

**21. OWNERSHIP**

**21.1 MATERIALS**

All documents, plans, specifications, and other materials furnished to Provider by Port shall remain the exclusive property of Port. By executing this Contract, Provider agrees that such materials shall be used for no other purpose than for the Work under this Contract.

**21.2 SERVICES**

The services to be performed by Provider shall be deemed instruments of service (aka "works for hire") for the purposes of the copyright laws of the United States. Port has ownership rights to the work products prepared by Provider in performing these services including, but not limited to, reports, documents, surveys, maps, studies, and advertising materials, except where the product is an artistic work or computer program incorporating commercially available software in which case the Provider assigns to Port an irrevocable license to use and reuse, for any lawful purpose, the work products created by Provider in the course of executing this Contract.

Provider shall have free right to retain, copy, and use any tangible materials or information produced only for its own internal purposes. The use of documents or other materials prepared under this Contract for promotional purposes shall require Port's prior consent. Any reuse of work products by the Port for any use other than the intended project shall be at the Port's sole risk and without liability or legal exposure to Provider.

**22. PARTIAL INVALIDITY**

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or any application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced as written to the fullest extent permitted by Law.

**23. PERIOD OF PERFORMANCE**

Unless otherwise extended by written notice, the period of performance under this Contract shall be from the date of signing through August 30, 2011 unless terminated as provided herein.

**24. PROJECT COMPLETION**

Upon completion, Provider shall furnish to Port, at not additional charge, all closeout documentation including any project-related instruction, training, and support materials, any licenses, and all other required deliverables.

**25. PROVIDER'S RESPONSIBILITY**

The Provider certifies that he/she has fully acquainted himself/herself with all conditions, limitations, restrictions, requirements, plans, specifications, and other information described in, or provided as part of, this Contract.

**26. PUBLICITY**

Provider shall not refer to the award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Port.

**27. RELATIONSHIP OF THE PARTIES**

Provider, including its employees and subproviders, is an independent contractor and nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent between Port and Provider.

## **28. SCOPE OF WORK**

Provider shall perform the following services:

- a. Review and assess the condition and structural integrity (as appropriate) of any in-water infrastructure present at the physical location including pilings, platforms, moorings, and ramps and conduct an assessment of the depth of Bingen Harbor as defined in Exhibit "A" Task 1.
- b. Engineer, design, and provide cost estimates for boat and vehicle parking at, and immediately west of, Marina Park (consistent and integrated with the larger planned marina development) as defined in Exhibit "A" Task 3.
- c. Engineer, design, and provide cost estimates for construction of a commercial vessel dock (using existing pilings if possible) with moorage and upland access as defined in Exhibit "A" Task 3. Dock(s) and other elements should be factored into, consistent with, and reusable in the larger planned marina development also a part of this RFQ. Deliverables shall include a completed Invitation to Bid to perform the work using the Port's standard bid documents (provided by Port).
- d. Engineer, design, and provide cost estimates for a public marina facility in Bingen Harbor complete with transitory/guest moorage, long-term moorage, fuel dock, sewage pump-out station, commercial vessel dock (allowing long-term moorage of one vessel and transitory moorage for a second vessel), secured section for local law enforcement and other emergency services vessels, and any other ancillary amenities common and appropriate for a public marina (including restrooms consistent with the design for Sailboard Park noted in Element "e" below) as defined in Exhibit "A" Task 4. Designs and cost estimates shall be created in such a way as to allow the phased construction/implementation of the marina (as agreed to by Port).
- e. Engineer, design, and provide cost estimates for construction of a public restroom facility to be located at the northwest corner of Sailboard Park (where electric, water, and sanitary sewer services currently terminate) as defined in Exhibit "A" Task 5. Said facility shall be designed for harsh use, resistant to damage or vandalism, and reasonably easy to maintain and repair.
- f. Engineer, design, and provide cost estimates for a public access path on Port property to the north and east of Bingen Harbor (consistent and integrated with the larger planned marina development) as defined in Exhibit "A" Task 6.

## **29. STANDARD OF CARE**

### **29.1 PROFESSIONAL STANDARDS**

Provider shall perform its work to conform to generally accepted professional standards. Provider shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Contract. Provider shall, without additional compensation, correct or revise any errors or omissions in such work.

### **29.2 PROVIDER ERRORS**

Port's approval of plans, drawings and specifications shall not relieve Provider of responsibility for the adequacy and accuracy thereof. Provider shall remain liable for damages and costs incurred by Port arising from Provider's errors, omissions or negligent performance of services furnished under this Contract.

## **30. TERMINATION**

### **30.1 FAILURE TO PERFORM**

Port may terminate this Contract if Provider substantially fails to fulfill its obligations under this Contract through no fault of Port or in the event Provider shall materially breach the terms of this Contract. Any payment due for services satisfactorily performed prior to termination may be offset by Port's anticipated additional costs incurred because of Provider's default. No payment shall be made for anticipated profit on unperformed work.

### **30.2 GOVERNMENT CONVENIENCE**

Port may terminate this Contract, in whole or in part, at any time for government convenience in which case it shall provide written notice to Provider and reimburse Provider for its costs and fees incurred prior to the notice of termination except unabsorbed overhead or anticipatory profit. Upon receipt of such notice, Provider shall immediately discontinue services to the extent specified in the notice.



### **30.3 DELIVERABLES**

Upon receipt of a termination notice Provider shall promptly deliver to Port all data and deliverables developed while performing this Contract whether completed or in progress.

### **30.4 REMEDIES**

The rights and remedies of Port provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **30.5 PROCEDURE**

Upon termination of this Contract, Provider shall stop all work pertaining to the fulfillment of this Contract, place no further orders or subcontracts for materials or services, and transfer to Port title and possession of any and all property fully or partially completed under the terms of this Contract and for which Provider has been compensated.

## **31. MISCELLANEOUS PROVISIONS**

### **31.1 CAPTIONS AND CONSTRUCTION**

The captions and paragraph headings in this Contract are for the convenience of the reader and are not to be considered in the interpretation or construction of its terms.

### **31.2 ENTIRE AGREEMENT**

This Contract contains the undertakings between the parties. Each party represents that no promises, representations, or commitments (hereinafter "Promises") have been made by the other as a basis for this Contract which have not been reduced to writing herein. No oral Promises, now or in the future, shall be binding upon either party unless such Promises are reduced to writing in the form of an amendment to this Contract.

### **31.3 FORCE MAJEURE**

Provider shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not limited to, fire, flood, quarantine, or unusually severe weather.

### **31.4 GOVERNING LAW/VENUE**

This Contract shall be governed in accordance with the laws of the State of Washington and venue shall be in Klickitat County, Washington. Provider, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington.

### **31.5 NUMBER; GENDER; PERMISSIVE VERSUS MANDATORY USAGE**

Where the context permits, references to the singular shall include the plural and vice versa, and references to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option and shall impose no obligation upon the party which may exercise such option or privilege. Use of the word "shall" shall denote a duty or an obligation.


### **31.6 TIME**

Time is of the essence in the performance by Provider of the services required by this Contract. Provider shall complete its services within the milestones set forth in the project schedule (if specified). At the end of each month, Provider shall submit to Port an updated schedule showing current progress and a description of the work accomplished to date, the status of all project milestones, and any known issues that might result in completion beyond the established schedule or budget.


The signatures below acknowledge agreement to the entire Contract and have the authority to sign for their respective entities.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on June 22, 2012.

**Maul Foster Alongi, Inc.**

  
\_\_\_\_\_  
Steve Taylor, Managing Director

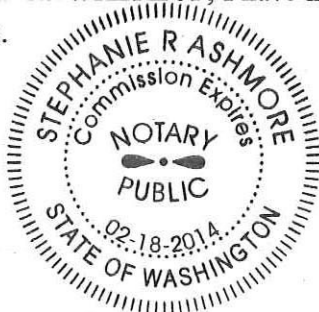
**Klickitat County Port District No. 1**

  
\_\_\_\_\_  
Marc Thornsby, Executive Director

STATE OF WASHINGTON )  
 ) ss  
County of CLARK )

On this 12 day of JULY, 2012, before me the undersigned, a Notary Public in and for the State of WASHINGTON, personally appeared **Steve Taylor**, personally known to me to be the Managing Director of **Maul Foster Alongi, Inc.**, who executed this instrument, and acknowledged to me that s/he signed the same freely and voluntarily on behalf of the corporation for the uses and purposes therein expressed, and on oath stated that s/he was authorized to execute the instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal the day and year last written above.

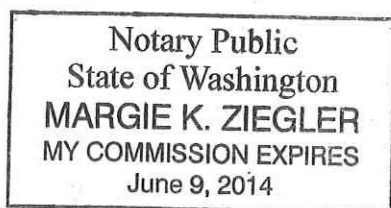


Stephanie R. Ashmore  
Notary Public in and for the State of WASHINGTON  
My Commission Expires: 2-18-14

STATE OF WASHINGTON )  
 ) ss  
County of Klickitat )

On this 22<sup>nd</sup> day of June, 2012, before me the undersigned, a Notary Public in and for the State of Washington, personally appeared **Marc Thornsberry**, personally known to me to be the Executive Director of **Klickitat County Port District No. 1**, who executed this instrument, and acknowledged to me that s/he signed the same freely and voluntarily on behalf of the municipal corporation for the uses and purposes therein expressed, and on oath stated that s/he was authorized to execute the instrument on behalf of the municipal corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal the day and year last written above.



Margie K. Ziegler  
Notary Public in and for the State of Washington  
My Commission Expires: June 9, 2014

## Exhibit "A"

June 5, 2012

Project No. P0139.03.01

Marc Thornsbury

Executive Director

Port of Klickitat

154 E. Bingen Point Way, Suite A

Bingen, Washington 98605

Re: Revised Scope and Fee Estimate for 2012-02 Marine Recreation Planning Project

Dear Mr. Thornsbury:

At your request, Maul Foster & Alongi, Inc. (MFA) has prepared this scope of work and cost estimate to provide the professional services, as outlined below, for successful completing of the Marine Recreation Planning Project.

### SCOPE OF WORK

#### Task 1—Review Existing Infrastructure

The project team will conduct a site visit, review county policies, and regulatory requirements, including but not limited to local, state, and federal rules and regulations. The evaluation will identify the most relevant guidelines to be included in the completion of the remaining scope of work items. Specific subtasks are listed below.

- 1) Attend kick-off meeting with Port project lead.
- 2) Conduct a site visit to review existing dock and beach facilities and Port records.
- 3) Inspect and evaluate the current in-water infrastructure, including floats, gangways, approach aprons, and pilings.
- 4) Collect and review existing reports, regulations, mapping, and data.
- 5) Conduct a single beam survey of Bingen Harbor and its entrance along the Columbia River with sufficient coverage to adequately establish existing bathymetric conditions and to produce bathymetric drawings and data of the site for planning purposes.
  - a) Vertical Control: National Geodetic Survey benchmark RC0927, designated "Fortune 1957" as vertical control for our survey. Water level elevations will be monitored within a maximum 0.1-foot change either manually or with use of an automatic tide gauge.
  - b) Horizontal Control: The horizontal positioning system will be NAVSTAR GPS with U.S. Coast Guard Differential Beacon. Plane, grid, bearings, and coordinates will be

based on the State of Washington Coordinates System (Lambert Conformal Projection), South Zone, NAD 83.

**Deliverables:**

- c) Electronic and hard copy of the hydrographic survey of Bingen Harbor

**Task 2—Commercial Vessel Moorage Facility Design**

Using information gathered during the existing infrastructure analysis task, the team will design and prepare plans, specifications, and cost estimate (PS&E) package for a new commercial vessel moorage facility. Specific subtasks are listed below.

- 1) Determine vessel navigation requirements as they relate to site conditions.
  - a) Research dominate wind pattern for the anticipated high use season at Bingen Harbor.
  - b) Contact several recreational cruise line captains and discuss how dominant wind patterns in the Columbia Gorge effect their operation.
  - c) Determine the maneuvering pattern of the design commercial; vessel.
- 2) Determine program and site constraints.
- 3) Design commercial vessel moorage and upland access, consistent with the overall marina master plan.
- 4) Prepare conceptual plans and construction cost estimate. Submit to the Port for review and comment.
- 5) Prepare preliminary plans, specifications, and a construction cost estimate. Submit to the Port for review and comment.
- 6) Prepare final construction plans, specifications, and a construction cost estimate. Submit to the Port for review and comment. Submit to the reviewing authority for review and comment.
- 7) Assist the Port with the bid process.
  - a) Edit Port's existing bid solicitation documents to apply to this project.
  - b) Create a Bid Schedule for inclusion in the solicitation.
  - c) Respond to any bidder questions in writing.
- 8) Provide Construction Assistance

- a) Respond to contractor Request for Information (RFI).
- b) Review Change Orders.
- c) Review product submittals.
- d) Two (2) site visits.
- e) Perform a substantial completion walk through.

**Deliverables:**

- f) Electronic and hard copy of the conceptual plans and construction cost estimate.
- g) Electronic and hard copy of the preliminary plans, specifications, and construction cost estimate.
- h) Electronic and hard copy of the final construction plans, specifications, and construction cost estimate.

**Task 3—Vehicle Parking Design**

The boat/vehicle parking area will be an integral part of the overall marina master plan. Specific subtasks associated with the parking area are listed below.

- 1) Analyze projected traffic flow to the proposed parking area.
- 2) Use vehicular maneuvering software to develop a functional parking area.
- 3) Prepare conceptual plans and a construction cost estimate. Submit to the Port for review and comment.
- 4) Prepare preliminary plans and a construction cost estimate.

**Deliverables:**

- a) Two (2) alternative path and parking lot concepts
- b) Conceptual civil engineering plans and construction cost estimate
- c) Preliminary civil engineering plans and construction cost estimate

#### **Task 4—Public Marina Facility Design**

The project team will work closely with the Port and stakeholders in developing a marina that is economically feasible and serves the needs of the community. Specific subtasks are listed below.

- 1) Identify all federal, state and local agency permitting requirements.
- 2) Provide at least two (2) master plan site alternatives, based on staff and community stakeholder comments, and current published marina standards for development. The alternatives will address the two most viable concepts and include the following elements:
  - a) Circulation patterns
  - b) Upland facility improvements
  - c) In-water improvements
- 3) Develop a conceptual construction cost estimate for each alternative.
- 4) Develop a draft marina master plan that is based on the review of the selected alternative plan concept and includes:
  - a) Proposed facility and infrastructure improvements
  - b) Estimated capital costs
  - c) ADA-compliant improvements
  - d) Parking recommendations
- 5) Prepare a marina phasing plan to allow for a phased development program in no more than four phases that will include the following:
  - a) Assist in the coordination of the capital budget allocation.
  - b) Suggest a construction start that is based on slip occupancy.
  - c) Identify market drivers that may influence the phasing program.

#### **Deliverables:**

- a) Two (2) master plan site alternatives with conceptual construction cost estimates
- b) Draft master plan
- c) Final marina master plan, based on public and staff review and comments
- d) Five (5) hard copies and one (1) electronic copy of the plan and guidelines

### **Task 5—Sailboard Park Restroom Facility Design**

Sailboard Park does not currently have restroom facilities, so the installation of one should greatly improve the functionality of the park. The restroom facility concept that is developed for Sailboard Park will be duplicated and used for the upland facilities in the marina park. Specific subtasks associated with a new restroom facility at Sailboard Park are listed below.

- 1) Size the restroom facility based on projected park use. The facility will be designed to allow for future expansion/improvement.
- 2) The facility will be designed for high-volume use, resistance to vandalism, and ease of maintenance.
- 3) Prepare conceptual plans and a construction cost estimate. Submit to the Port for review and comment.
- 4) Prepare preliminary plans and construction cost estimate.

#### **Deliverables:**

- a) Conceptual civil engineering and architectural plans and construction cost estimate.
- b) Preliminary civil engineering and architectural plans and construction cost estimate.

### **Task 6—Public Access Path Design**

The public access path will be an integral part of the overall marina master plan. Specific subtasks associated with the path are listed below.

- 1) Develop two (2) alternative path concepts and submit to the Port for review.
- 2) Prepare conceptual plans and a construction cost estimate. Submit to the Port for review and comment.
- 3) Prepare preliminary plans and a construction cost estimate.

#### **Deliverables:**

- a) Two (2) alternative path concepts
- b) Conceptual civil engineering and landscape architecture plans and construction cost estimate
- c) Preliminary civil engineering and landscape architectural plans and construction cost estimate

## **EXCLUSIONS**

The following services or products have been excluded from the scope of services for MFA. Many of these items can be provided at the Client's request as a change to the scope of services and an extra fee to be negotiated.

- 1) Geotechnical, mechanical, or electrical engineering services
- 2) Design of any off-site street, sanitary sewer, or water facilities
- 3) Design of fire protection systems
- 4) Design of retaining walls and structural calculations
- 5) Design of site and street lighting
- 6) Design of traffic signals or appurtenances
- 7) Design of any natural gas, electric, or telecommunication systems and facilities
- 8) Preparation of a grading permit application in advance of final civil plan approval
- 9) Any storm drainage redesigns or rechecks of calculations due to the contractor's failure to construct the facilities consistent with the plan design and specifications.
- 10) Preparation of bid proposal, contract forms, and other construction contract-related documents
- 11) Preparation of any environmental permits or applications, including but not limited to CARA, SEPA checklist (other than providing the civil narrative as described above), Construction Stormwater General Permit, and biological assessments.
- 12) Payment of any agency application, permit, or plan check fees

## **CLIENT RESPONSIBILITIES**

- 1) Provide a current topographic survey data of the site in NAVD88 datum.
- 2) Pay all application, plan review, permit, and inspection fees.
- 3) Provide MFA with all criteria and full information as to the Client's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that the Client will require to be included in the drawings and specifications.
- 4) Furnish to MFA any other available information pertinent to the project, including reports and data relative to previous designs, or investigation at or adjacent to the project site.



- 5) Give prompt written notice to MFA whenever the Client observes or otherwise becomes aware of the presence at the project site of any condition that affects the scope or time of performance of MFA's services, or any defect or nonconformance in MFA's services.
- 6) Arrange for safe access to and make all provisions for MFA to enter upon public and private property as required for MFA to perform services under the Agreement.
- 7) Obtain local and county permits for the Commercial Vessel Moorage Facility.
- 8) To guide site program efforts, coordinate with Columbia Gorge Windsurfing Association (CGWA) leadership regarding potential site amenities.
- 9) Facilitate an open house to present alternative marina master plan concepts.
- 10) Compile input received from the open house.
- 11) Provide a two (one weekday and one weekend) peak hour traffic counts for the existing harbor and boat launch area.
- 12) Provide a list of potential tour boat operators and tour boat sizes.

## **BUDGET**

The estimated cost to perform the proposed work is **\$64,545** (see budget below). This cost estimate does not represent a lump sum. MFA bills for time and materials, consistent with the attached schedule of charges. Charges for work that is not part of the proposed scope of work are not included in the budget estimate. MFA may apply money from one task to another to complete the overall scope of work.

The estimated cost and proposed scope of work are based on information available to MFA at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

<b><u>Task 1—Review Existing Infrastructure</u></b>	<b><u>\$ 9,320</u></b>
<b><u>Task 2—Commercial Vessel Moorage Facility Design</u></b>	<b><u>\$ 25,275</u></b>
<b><u>Task 3—Vehicle Parking Design</u></b>	<b><u>\$ 5,680</u></b>
<b><u>Task 4—Public Marina Facility Design</u></b>	<b><u>\$ 17,900</u></b>
<b><u>Task 5—Sailboard Park Restroom Facility Design</u></b>	<b><u>\$ 4,750</u></b>
<b><u>Task 6—Public Access Path Design</u></b>	<b><u>\$ 1,620</u></b>