

## **Board of Commissioners**

Robert Stevens – Chairman
Frank Spence – Vice-Chair
Tim Hill – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100 Astoria, OR 97103 Phone: (503) 741-3300 Fax: (503) 741-3345 www.portofastoria.com

# **Workshop Session**

August 15, 2023 @ 4:00 PM 10 Pier 1, Suite 209

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

\*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

# <u>Agenda</u>

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. CHANGES/ADDITIONS TO THE AGENDA
- 5. PUBLIC COMMENT:

This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.

- 6. ACTION:
- 7. COMMISSION COMMENTS
- 8. EXECUTIVE DIRECTOR COMMENTS
- 9. UPCOMING MEETING DATES:
  - a. Regular Session September 5, 2023 at 4:00 PM
  - b. Workshop Session September 19, 2023 at 4:00 PM
  - c. Finance Committee September 20, 2023 at 12:00 PM
- 10. ADJOURN



# **Board of Commissioners**

# **HOW TO JOIN THE ZOOM MEETING:**

Online: Direct link: <a href="https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFPQTIzQT09">https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFPQTIzQT09</a>

Or go to Zoom.us/join and enter Meeting ID: 869 0588 1635, Passcode: 422

**Dial In:** (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling (503) 741-3300 or via email at admin@portofastoria.com.

## AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

# VECTOR AIRPORT SYSTEMS, LLC &

## PORT OF ASTORIA FOR ASTORIA REGIONAL AIRPORT

Agreement Name:	PLANEPASS® Automated Aircraft Fe	e Billing & Collections Solution
This agreement ("AG	REEMENT "), dated as of	, ("Execution Date"), is by and
between the Port of	f Astoria for Astoria Regional Airpor	<u>t</u> , (hereinafter "CLIENT"), and <u>Vector Airport</u>
Systems, LLC (hereina	after "CONTRACTOR"). The CLIENT sh	all be defined as the client airport(s) and their
governing municipali	ty.	

## RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including:
  - Vantage Aircraft identification and tracking systems,
  - PLANEPASS® aircraft operating fee billing & collection services,
  - VNOMS Noise and Operations Management Systems,
  - System installation and maintenance services
- II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for:
  - The performance of aircraft operating fee billing & collection services.
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## **AGREEMENT**

- 1. **Term of Agreement:** The term of this Agreement shall be selected herein as:
  - 1.1. Three (3) years starting on the "COMMENCEMENT DATE".
  - 1.2. COMMENCEMENT DATE: October 1, 2023
  - 1.3. CLIENT shall have the option to renew the AGREEMENT annually on the anniversary of the COMMENCEMENT DATE for two (2) one-year Option Year(s). The AGREEMENT will automatically renew unless either party provides notice per Section 2.3. All terms, conditions, and fees of this AGREEMENT continue unchanged during the Option Year(s).

## 2. Termination

2.1. <u>Termination for Convenience</u>: Neither party may terminate this AGREEMENT for convenience without the consent of the other party. Requests for termination for convenience must be made

in writing to the contacts listed in Section 7 no less than sixty (60) calendar days prior to the requested termination date.

2.2. Termination for Cause: Notwithstanding any other provision of this AGREEMENT --

Should <u>CONTRACTOR</u> fail to <u>perform</u> any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- <u>First</u>, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- <u>Second</u>, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should <u>CLIENT fail to perform</u> its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- <u>First</u>, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- <u>Second</u>, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT written notice of such termination, stating the reason for termination.
- 2.3. <u>Termination for AGREEMENT Expiration</u>: If, upon the expiration of this AGREEMENT, the CLIENT or CONTRACTOR elect not to continue this AGREEMENT (either by extension of agreement period or entering into a new agreement for similar products, services, or solutions), either CONTRACTOR or CLIENT may notify the other party in writing of intent to not continue this AGREEMENT. Notice must be given 60 days prior to the anniversary of the COMMENCEMENT DATE. In the case of such notification, the following provisions will also apply in this case as well as for Termination for Cause.
- 2.4. <u>Delivery of Work Product and Final Payment Upon Termination:</u> In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to CLIENT:
  - **For PLANEPASS®:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT.
- 2.5. <u>Payment Upon Termination</u>: Upon termination of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services unpaid and due before the effective date of cancellation. Payment shall be made by CLIENT within 30 days of a written invoice from CONTRACTOR.

For PLANEPASS® billing & collection service:

- CONTRACTOR will remit to CLIENT all aircraft operating fees collected up to the point of cancellation, less the CONTRACTOR Billing & Collection Fees specified in this document.
- CONTRACTOR will produce aircraft operating invoices for the un-invoiced period, ideally a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.
- CONTRACTOR will continue PLANEPASS® customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the AGREEMENT termination effective date. Four months are recommended to maximize collections for previously invoiced periods. CONTRACTOR's ongoing fee for PLANEPASS® Billing & Collection service stated in Section 4.2 will apply to amounts collected during the four-month period after termination date.
- After the above indicated service continuation period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. Because some aircraft operators may not comply with CONTRACTOR's instructions to pay CLIENT directly after continuation period has ended, CONTRACTOR will continue to passively allow payments to be made to its lockbox and will continue to report and remit these payments to the CLIENT.

## 3. Scope of Work

- 3.1. **CONTRACTOR's Specified Work:** CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.
- 3.2. **Cooperation with CLIENT:** CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the performance of the Scope of Work hereunder.
- 3.3. <u>Cooperation by CLIENT</u>: CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.
- 3.4. <a href="Performance Standard">Performance Standard</a>: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.
- 4. **Compensable Products and Services:** CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT according to the following:

- 4.1. **Equipment:** As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.
- - 4.2.1. The "balance of collections" is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the *PLANEPASS®* Billing & Collection fee, stated above.
  - 4.2.2. The transfer of the "balance of collections" and CONTRACTOR's fee will occur monthly by the 10<sup>th</sup> business day.
- 5. **Payment Terms:** For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:
  - 5.1. <u>PLANEPASS® Billing & Collection:</u> CONTRACTOR's fee is retained by CONTRACTOR from billing & collection proceeds, transferred from collections lockbox at the time of monthly disbursement to CLIENT following each monthly collection period.
- 6. **Insurance**: With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Type of Coverage	Policy Limits
Worker's Compensation	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

CONTRACTOR's liability to CLIENT shall be limited to those items covered and paid by CONTRACTOR's insurance policies as listed above.

7. **Notice**: All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third

business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

7.1. All notices, de	mands, requests or appro	ovals from CONTRACT	OR to CLIENT shall be	addressed to

7.2. All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, President Vector Airport Systems 280 Sunset Park Drive Herndon, VA 20170

- 8. **Independent Parties**: The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
- 9. Integrated Contract: This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.
- 10. **Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.
- 11. **Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 12. **Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.

- 13. **Indemnification**: CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.
  - CLIENT to CONTRACTOR: To the extent allowed by the Laws of the state of Oregon, the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent acts or occurrence, omission, or commission of the CLIENT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the CLIENT.
- 14. **No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.
- 15. **Limitation of Liability**: CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00) or the total amount paid to CONTRACTOR by CLIENT under this AGREEMENT within the previous twelve (12) months, whichever is lesser.
- 16. **Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.
- 17. **Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.
- 18. **Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The courts of Virginia shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the CLIENT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator

mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

- 19. Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to the CONTRACTOR's obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.
- 20. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

Ву:	Title:
Name:	Date:
CLIENT: Port of Astoria, Oregon	
By:	Title:

VECTOR: Vector Airport Systems, LLC

# **EXHIBIT A - Scope of Work ("WORK")**

### **CONTRACTOR shall:**

Provide the *PLANEPASS®* billing & collection service to manage the fees designated by the CLIENT:

- Landing Fees
- Other fees implemented by CLIENT, as requested in writing to CONTRACTOR by an authorized representative of the CLIENT
  - CONTRACTOR must agree in writing that other fees implemented do not materially change the Scope of Work required to provide PLANEPASS® service.
  - Other fees that require material changes to Scope of Work may require renegotiation and an amendment CONTRACTOR'S fee stated in Section 4.2 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

- <u>PLANEPASS® Billing & Collection Service:</u> Utilize PLANEPASS® service to provide billing services once an aircraft is identified. The Vantage Aircraft ID System identifies billable operations, as defined by the CLIENT, and tracks exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
  - 1.1. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
  - 1.2. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT's existing billing rate and policies. Produce accounting data in a standard format for import into the CLIENT's accounting system, as required. Provide electronic access to CONTRACTOR's Customer Portal in order to allow CLIENT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
  - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
  - 1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
  - 1.5. Maintain *PLANEPASS®* automated billing services including: billing, customer support, collection of fees, and reporting.
  - 1.6. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
  - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
  - 1.8. Process payments through a secure bank lockbox with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.

1.9. Provide ongoing client and user support.

## **CLIENT shall:**

## 1. **CLIENT Obligations**:

- 1.1. **CLIENT Obligations General:** CLIENT shall be obligated to use its best efforts to perform or provide the following:
  - 1.1.1. <a href="Provide Information:">Provide Information:</a> CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
  - 1.1.2. **Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.
  - 1.1.3. <u>Timely Response:</u> CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.

## 1.2. CLIENT Obligations - PLANEPASS®

- 1.2.1. <u>Financial Point of Contact:</u> CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS®* financial reports and interfacing with CONTRACTOR's *PLANEPASS®* team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 1.2.2. <u>Exemption List:</u> CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to <u>datainput@vectorus.com</u> CLIENT shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.
- 1.2.3. <u>Payments Received by CLIENT</u>: CLIENT shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an invoice generated by CONTRACTOR, CLIENT will either refund payments directly to payors or remit the funds to CONTRACTOR.
- 1.2.4. Fee Types Managed by CONTRACTOR: The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR's fee for professional services. If during the Term or any Option Year CLIENT wishes to remove a fee type from CONTRACTOR's management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

- 1.2.5. <u>Airport Policy:</u> CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.
  - 1.2.5.1. <u>Fee Changes:</u> All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to <a href="mailto:datainput@vector-us.com">datainput@vector-us.com</a> at least sixty (60) calendar days prior to implementation.
- 1.2.6. <u>Authorization to Bill & Authorization to Collect Documentation</u>: CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

- 1.2.6.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.
- 1.2.6.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <a href="https://payment.PLANEPASS.com">https://payment.PLANEPASS.com</a>. The portal\* allows aircraft operators

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- **5)** Request copies of invoices via email or download Excel-formatted invoices \*The portal login is based on Vector invoice number and Vector operator ID

## **EXHIBIT B – Authorization to Bill Letter**

#### DATE

Dear Astoria Regional Airport Community,

Effective DATE, Vector Airport Systems ("Vector") assumed the billing and collection of landing fees on behalf of Astoria Regional Airport (AST). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

"Landing fees" is a commonly used term that refers to aircraft operating fees. Landing fees for AST are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport's established Landing Fee schedule located at:
\_\_\_\_\_\_\_\_. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft's FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft's registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <a href="https://payment.planepass.com">https://payment.planepass.com</a>.

- Vector's self-service web portal\* allows aircraft operators to:
  - 1) Update contact information, including email or postal mail addresses
  - 2) Process credit card payments
  - 3) Enroll in electronic invoicing
  - 4) View account history

JOHN MARK

5) Request copies of invoices via email or download Excel-formatted invoices

For billing questions or concerns, please contact Vector's *PLANEPASS*® billing service team at billing@vectorus.com or (888) 588-0028 Option 01 or x700.

• Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.

The Airport's Administration Office staff may also be reached [insert email].

Sincerely,

[insert signature - preferably a cursive version of your wet signature]

<sup>\*</sup>The portal login is based on Vector invoice number and Vector operator ID

### **EXHIBIT C – Authorization to Collect Letter**

#### DATE

Dear Astoria Regional Airport Aircraft Operator,

Since DATE, Vector Airport Systems ("Vector") has managed the billing and collection of landing fees on behalf of Astoria Regional Airport (AST). Vector is authorized to collect balances due on the Airport's behalf.

Astoria Regional Airport (AST) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

- I. **How To Pay:** Vector offers multiple payment methods:
  - For check or EFT payments, please use the following information:

Account Name:	Vector- Astoria Regional Airport
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector's PLANEPASS® Payment Portal: https://payment.planepass.com
- II. Billing Concerns & Account Management with Activity Details:

Vector's PLANEPASS® Payment Portal (https://payment.planepass.com)\* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- o Vector's office hours are M-F, 9am ET 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.
- III. Landing fees: Landing fees for Airport AST are <u>based upon</u> <u>arrival/DEPARTURE</u> and are not an <u>arrival/DEPARTURE</u> fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office staff at [insert email] and [phone number].

<sup>\*</sup>The portal login is based on your Vector invoice number and Vector operator ID.

Sincerely,

[insert personalized signature - this should be your unique personalized signature like this one:]

JOHN MARK CEO



# REQUEST FOR EXPENDITURE

RE#	0155	
RE#	0155	

	Date:	August 7, 2023	Department:		Security	
s	Staff Contact:	Matt McGrath	Vendor (if dete	ermined):	B.I.G. E	Enterprises
ECTION	Description of Product or Service being requested: Purpose of	ion of or being ed:				
Α	Product or Service being requested:	Provide enhanced passenger screening facilities				
	Cost Estimate:	\$67,445				
S E C T		enditure exist within the current to No (Skip to Section C-2)	oudget?	Yes (Pro	ceed)	(Original Budget Amount) § 122,800
0	2. Does this exp	enditure exceed \$5,000?				
N		No (Skip to Section D)	/ 🗸	Yes (Proc	eed to Secti	on C-1)
В	3. Will services	be performed on Port of Astoria	oroperty?		No TAL	Yes NET OF CRANTS
		udgeted Item (ex: XXX-XX)		710		NET OF GRANTS
	FY 2022-2023 B	ludget for this Account	<sub>\$</sub> 3	,489,03	34	<sub>\$</sub> 1,423,914
	Amount Spent Y	ear-to-Date for this Account	\$	15,1	80	s 15, 180
	Amount Availabl	e to Spend for this Account	\$	3,473	,854	\$ 1,409,734
s	Does this Reque	est for Expediture require Commi	ssion Approval	(>=\$25,00	00)?	Yes / No
ECTION	2.  If Not included in the current budget or the current budget for this account # has been spent:  Does this Request for Expediture require Commission Approval (>=\$5,000)?  Yes / No					
С						
	FY 2022-2023 B	Sudget for the Account being redu	uced \$			\$
	Amount Spent Y	ear-to-Date for this Account	\$			\$
	Amount Available	e to Spend for this Account	\$			\$
S E C	3 If Commission a	pproval is required, please speci	ify date Reques	t for Expe	nditure will b	e submitted to Commission for approval.
0	(Specify date of Commission meeting when item is scheduled to be heard/approved)					
D		August 15, 20	023			
S E C	MaAT Signature of Dep		//0/23 Date	<u>.</u>	NO Signature of	MA 8-10-23 Deputy-Director Date
T   0 N	11.	8/10	123		11	8-10-2)
E	Signature of Fin	ance Manager	Date	-	Signature of	Executive Director Date
1				(	required if cost	is unbudgeted, or > \$5,000 budgeted)

(over for Quotation Analysis)

## Port of Astoria Quotation Analysis



Project:	Pier One Security	y Booth		_	
Project Manager:	Matt McGrath	Quotes o	btained by: Shan	e Jensen	
Procurement Method:	Small procurement Sole source	Intermediate procurement Emergency	Request fo		_
Solicitation Method:	Verbal quotes (informal)	Requests for writ	ten quotes (informal)	Public solicitation (formal)	
Vendor	Amount	Description	Availability	Specific expertise	Other information
B.I.G. Enterprises, Inc.	\$67,445.00				Price includes engineering drawings and freight
Port-A King	\$79,147.34				Price includes engineering drawings and freight
Vendor selection & justification: (REQUIRED)	See Attached Docume	ents.		•	•

# Pier One Security Booth - Procurement and Compliance Notes

- As the anticipated cost was below the federal Simplified Acquisition Threshold (48 CFR § 2.101) of \$250,000, and within the Intermediate Procurement range of ORS 279B.070 under Port procurement rules, formal procurement procedures were not necessary. This was deemed a Small Purchase under 2 CFR § 200.320(a)(2). Therefore, informal bids were solicited.
- As per Award Agreement, Article IV, subsection II (.pdf page 6), the Port is required to comply with 2 CFR Part 200, § 200.321(2) of which requires that the Port solicit WBE, MBE, EMB when they are potential sources. The Port identified relevant NAICS codes:

332311: Prefabricated Metal Building and Component Manufacturing

using the following website:

https://www.naics.com/search/

Next, the Port conducted a search for WBE, MBE, and EMB firms within the entire state of Oregon, using the Oregon COBID system. Only one firm came up in the search results (Buffalo Welding). This firm was contacted and they stated that they do not manufacture pre-fabricated steel buildings.

In addition to the COBID search, the Port searched online and located six possible manufacturers based on a google search, but only the following four appeared to manufacture the type of building needed:

- · Titan Steel
- · K2 Steel
- · A-Wall
- · Western Steel

But after more detailed research – including website review and phone calls - it was determined that none of them manufactured steel prefab steel buildings.

Further efforts uncovered five more firms:

- · York Guard Shacks
- · Panel Built
- · B.I.G. Enterprises
- · Blazer Industries
- · Port-A-King

all of which were contacted via email with a request for a quote, as well as follow-up calls to ensure receipt of the quote.

York Guard Shacks and Panel Built were both eliminated from consideration as they are not registered with the Building Codes Division of the state of Oregon as a manufacturer licensed to sell these types of structures in the state. Both firms' lack of registration was confirmed by phone discussion with Christina at the DCBS office (503-378-8096) on June 8, 2023. But this can also

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be confirmed by searching for these firms here:

https://www4.cbs.state.or.us/exs/all/mylicsearch/index.cfm?fuseaction=search.show\_search\_name&group\_id=30

Therefore, the Port was able to consider just three firms: Port-A-King, B.I.G., and Blazer Industries, who are all registered in the state. Bids were obtained from Port-A-King and B.I.G. Despite several attempts by email and phone, Blazer did not submit a bid and was therefore deemed unresponsive.

Detailed review of the bids from Port-A-King ("PK") and B.I.G. ("BIG") revealed that the specifications are very similar. Differences included the following: corrosion-resistance coating, wall and floor insulation R-values, interior floor covering, roof covering, window insulation value, HVAC power, and exterior paint, each of which is discussed below.

Corrosion-Resistance. PK offers galvaneel steel; BIG offers galvanized steel. According to the following source, <a href="https://monnigindustry.com/2020/07/14/galvanized-steel-vs-galvannealed-steel-vs-galvanized-steel-vs-galvanized-steel-vs-galvanized-steel-vs-galvanized-steel-vs-galvanized-steel-vs-galvanized steel offers superior corrosion resistance while galvaneel is harder and offers better resistance to scratching. According to this source,

https://waykenrm.com/blogs/galvanneal-vs-galvanized-steel-comparison/, galvaneel steel offers superior paint adhesion, higher formability, and a smoother, matte finish as compared to galvanized steel - but also has lower corrosion resistance, higher cost, and is more vulnerable to higher temperatures (> 200° C). Galvanized steel can withstand corrosion for a longer period of time, has lower maintenance requirements, and is less expensive – but also has limited color options, poorer weldability, and is unsuitable for high temperature applications. In the present application, corrosion resistance, longevity, and cost are the primary factors of consideration. The Port is less concerned with paintability, weldability, and temperature resistance, as these factors are of concern to the manufacturer who stands behind the product and do not relate directly to the Port's concerns. Longevity, cost, and corrosion resistance, however, are of direct concern to the Port. As galvanized steel appears to be superior for the factors of direct concern to the Port, BIG ranks higher on this metric.

Insulation. PK offers R-17, R-18, and R-30 insulation values on walls, floor, and roof, respectively. BIG offers R-19.6, R-10, and R-30. While PK ranks somewhat higher on a purely numerical basis, it is neither difficult nor expensive to increase R-value; therefore, this factor alone should not swing the decision.

Interior Floor Covering. PK offers a near-maintenance-free aluminum tread-plate floor (with 2 layers of OSB substrate). BIG offers a 16-gauge galvanized steel floor with a black PVC interlocking floor tile covering and 4" PVC cove base. BIG maintains that their floor is very durable and maintains the advantage of easier movement for wheeled office chairs. This metric appears to come down to whether the slightly lower maintenance requirements of the aluminum floor are more or less important than the office chair ease-of-movement consideration.

Roof Covering. PK offers an elastomeric roof covering, while BIG offers a covering "... with a three-part coating that has a solar reflective index of 95 or greater." It is difficult to ascertain which is better because it is not clear where the real differences lie. It is highly likely that both

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coverings are "elastomeric." BIG offers more detail and provides a three-part/layer covering, while PK provides no details as to the strength/thickness of their roof covering. Therefore, BIG ranks somewhat higher on this metric.

Windows/Insulation. PK offers Solarban 70; BIG offers a product equivalent to Solarban 60. While both meet Oregon energy code, PK ranks higher on this metric.

HVAC. Both manufacturers provide a dual purpose through-the-wall unit. PK offers 20,000 BTU cooling power and 13,000 BTU heating power – with an additional 4,000-watt wall-mounted heater inside the booth. BIG offers 14,900 BTU of cooling and 16,000 BTU of heating – with no additional wall -mounted unit. Considering the weather in Astoria, the heating capability is somewhat more important. While PK offers an additional wall-mounted unit, considering the small space of the booth to begin with, this may be a disadvantage due to the space the wall-mounted unit will occupy. BIG should likely score somewhat higher on this metric.

Exterior Paint. BIG ranks higher on this metric because they simply provide much more detail: [single-color] "Primed with Heavy Duty Rust Inhibitive High Solid Primer Finished with a gloss Impact, Fade Resistant High Gloss Polyurethane 5 Mil Impact, Fade Graffiti and Chemical resistant topcoat, that exceeds 3500 HR Salt Test." PK offers simply, "Single Color Two Part Polyurethane Paint." Typically, the manufacturer who provides the greatest amount of detail up front merits greater credibility as compared to the lower-detail competitor. On this basis, BIG scores higher on this metric.

In summary, BIG scores higher on all metrics with the exception of insulation – including window insulation value. One metric appears relatively equivalent (floor) and should likely be decided on the issue of whether an office chair will be used in the booth and how much; if the usage will be high, the aluminum tread-plate floor on the PK unit will be a significant disadvantage.

Finally, total cost for PK is \$79,147.34; total for BIG is \$67,445. PK is \$11,702.34 more expensive (\$6,350 of which is in extra shipping). Given the close similarity in specifications, it does not appear that the value received with the PK Booth is worth the \$11K. The BIG Booth appears to be the better value.

	B.I.G.	Port-A-King
Base Cost	\$63,995.00	\$66,347.34
Engineer Costs	0 (Inc. in Base Price)	\$3,000.00
Shipping	\$3,450.00	\$9,800.00
Total	\$67,445.00	\$79,147.34
Difference	\$11,702.34	

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A Division of Jay Henges Enterprises, Inc.

4133 Shoreline Drive Earth City, MO 63045 Phone: (800) 456-5464

www.portaking.com

**Date:** 6/13/2023 **Project:** BUDGET #27

**Customer:** Port of Astoria UPDATED 6/13/23

**ASTORIA OR** 

OR 97103 **Estimate:** AH00010126 - Revision 1

Attention: RICK YELTON Phone: (503) 468-8516

**Email:** ryelton@portoffastporia.com

Thank you for your interest in Porta-King prefabricated products. Porta-King has been fabricating custom prefabricated buildings since 1969. As the leading manufacturer of prefabricated buildings, Porta-Kings' customers enjoy the highest level of quality and service available to the industry. Porta-King buildings ship fully assembled and completely pre-wired (unless otherwise noted). Simply off-load the building at the job-site, set and anchor the building onto a concrete pad, supply power to the pre-wired breaker-box, and you're ready for operation.

The following is a summary list of the materials and corresponding quantities included in this proposal. Please take a moment to review this information.

<u>Description</u>	Quantity	<u>Unit Price</u>	<u>Price</u>
DURASTEEL BUILDING			
Budget Guard Booth 27			
Model 1410 (14' x 10' Nominal)	1 EA		
Ceiling Height: 90"	1 EA		
Exterior Finishes			
Ext Finish Style: Reveal Pans Below Sill	48 LF		
16 Gauge Steel Exterior Walls	48 LF		
Single Color Two Part Polyurethane Paint	720 SF		
Interior Finishes			
16 Gauge Steel Interior	48 LF		
<u>Insulation</u>			
Walls R-17 Ceiling R-30	1 EA		
R-18 Floor Insulation	140 SF		
Roof			
4 Lifting Lugs	1 EA		
Standard Durasteel Roof w/ 12" Overhang, 8" Fascia Height	1 EA		
Floor Structure			
Aluminum Tread Plate Floor	140 SF		
Standard 6" x 12" Floor Access Cutout	1 EA		
Window(s)			
Steel Exterior / Removeable Interior	1 EA		
1" Insulated Solarban 70 Low E Safety Glass	48 LF		
Boyd 600 Series Horizontal Sliding Window	2 EA		
Door(s)			
3070 Swing Steel Door W/ Vision Lite	1 EA		22

Entry Lever Lockset, ADA	1 EA
ADA Hydraulic Closer	1 EA
Check Chain	1 EA
3070 Swing Steel Door W/ Vision Lite	1 EA
Entry Lever Lockset, ADA	1 EA
ADA Hydraulic Closer	1 EA
Check Chain	1 EA
Climate Control	
240V, 4,000 Watt Wall Mounted Heater	1 EA
230V, 20,000C / 13,000H BTU Thru Wall HVAC	1 EA
<u>Electric</u>	
100A, Single Phase, 12 Circuit Load Center with Main Breaker	1 EA
115V Duplex Outlet	6 EA
230V 30A Single Outlet	1 EA
Occupancy Sensor Wall Switch	1 EA
4' LED Wraparound Light Fixture	3 EA
Phone/Data Combo Jack with Surface Mounted Conduit & Pull Wire	1 EA
Misc. Accessories	
22" Deep Painted Steel Shelf	1 EA

**Subtotal for Qty(1):** \$66,347.34

### **INSIGNIA**

**Oregon State Approval - PE Stamped Structural Calcs (PDF)** 

**Subtotal for Qty(1):** \$3,000.00

**Final Subtotal:** \$69,347.34

**Tax:** \$0.00

Estimated Freight: \$9,800.00 Final Total Net Price: \$79,147.34

## **NOTES:**

\* Permits, off-loading, anchoring, and final electrical connection by others.

- \* Estimated Pre-Pay and Add shipping cost provided is subject to change due to instability in the fuel market. Actual shipping costs to be determined at time of shipment and full cost shall be the responsibility of the purchaser.
- \* Permits, off-loading, anchoring and final electrical hook-up, by others.
- \* Projects that are not approved for production within 30 days from order date may be subject to price escalation based on fluctuations in the current steel markets.

This Porta-King product will be custom-manufactured to your specification and cannot be returned for refund or credit.

<sup>\*</sup> This estimate is valid for 15 calendar days.

The structure priced above will be manufactured per Porta-King standard specifications as outlined in our general brochure, or, on our web site at www.portaking.com. Unless otherwise noted, the prices quoted do not include shipping costs, off loading, building installation, electrical hook-up, climate control installation, permits, engineering calculations, or architectural-type drawings. Our standard shop drawings can be provided upon request after receipt of a purchase order. The securing of building permits and compliance with appropriate building codes is not the responsibility of Porta-King, but is the responsibility of the purchaser of the building.

Structural calculations (if included) to be generated, signed and sealed by registered professional engineer in the state in which the project is located. These documents shall be provided in PDF electronic format digitally signed and sealed by the qualified professional engineer responsible for their preparation. Structural calculations will be generated in accordance with the appropriate design loads per the project location. Concrete foundation/slab adequacy to be checked by others. Porta-King is not responsible for checking existing conditions and/or foundation design. Any changes to the calculations or additional information that is requested by other parties; above and beyond what is provided, will be subject to additional charges.

Materials delivered to the states of CA, FL, GA, IL, KS, KY, MD, MI, MN, MO, OK, NJ, OH, SC, SD, or VA will be charged the appropriate state sales tax. If sales tax has been included with this estimate, it will not be charged provided a current sales tax exemption certificate is provided at the time you place your order. Please note the tax exemption certificate must be for the state to which materials will be shipped.

If your project requires a site-visit, or if you wish to speak with one of Porta-King's local Regional Sales Managers, please do not hesitate to contact us. We look forward to the opportunity of working with you.

If this quotation is accepted, your standard payment terms are To Be Determined. Products not shipped at time of completion will be billed at 75% of the total order amount with payment due upon receipt of invoice. Products held beyond 30 days are subject to additional storage fees.

Visa, Mastercard and Discover Card payments are accepted but are subject to a 3% processing fee.

## **Installation Suggestions:**

- 1. Pour a concrete island minimum 4" deep. The island should be a minimum of 12" wider than the roofline dimensions to allow a 6" concrete border on each side of the building roofline. Level the pad and install a bollard at each corner of the building to further protect the building from damage caused by traffic.
- 2. Provide three-wire 240v/110v single-phase service to the concrete island. Refer to PKBS detail drawings, which illustrate the proper "stub-up" location.
- 3. Buildings arrive via flatbed truck. The trucker must contact you 24-hours prior to deliver to arrange for off-loading. Use either a forklift truck (with fork-extensions when required) or overhead crane to off-load the building from the flatbed. If an overhead crane is used, be sure to use "spreader bars" to prevent the building fascia/roof from being damaged by the sling/straps. Square the building on the pad and anchor.
- 4. Recommended concrete anchor is ½" x 4" galvanized or stainless steel, or comply with local codes whichever is most stringent.
- 5. Make final electrical connections and clean the work area.
- 6. If downspouts are included with your building, they must be installed by others on site.

NOTE: Unless otherwise noted, all preparatory and installation work shall be performed by others. It is NOT the responsibility of Porta-King to verify that these "suggestions" comply with local or state codes, rather, it is the responsibility of the purchaser of the building.

Best regards,

800-456-5464 ext. 262 ahaman@portaking.com



DATE: June 7, 2023 QUOTATION\PROPOSAL NO.: 2306020

Grant Consultant

PHONE NO.: 208-260-1592

JOB NAME: Port of Astoria Guard Booth

ATTN: Shane Jensen (shane@grantwriter.us)

Thank you for the opportunity to work with you on this project. We are pleased to present this proposal for (1) Prefabricated Guard Booth,  $10' \times 14'$  base dimensions with the following features.

Unit will be manufactured in full compliance to the State of Oregon Department of Consumer & Business Services; Building Codes Division, Modular Building Certification Requirement. The unit will be designed to meet State Modular program requirements for pre-fab modular structures. It will meet all State load requirements and energy code. The quoted price includes detailed drawings, structural calculations and energy calculations for the State approval process. The State approved plan set is the plan set you will need for permitting.

The State plan review company will review and approve the final plan set after we obtain submittal approval from the owner and\or Architect. Once we complete fabrication of the booth and deliver it to the jobsite, a Oregon inspector will Inspect the booth and apply the State Gold Seal approval Insignia to the wall. This approval is required for prefab modular buildings installed in Oregon.

## STRUCTURAL:

 $\underline{\text{FRAME:}}$  To be minimum 2" x 2" x. 083" structural mechanical steel tubing, formed for accuracy.

<u>WALL SYSTEM:</u> To be minimum of 16ga. cold rolled galvanized steel panels on the interior and exterior insulated to R-10. Booth will have an additional layer of R-9.6 exterior continuous insulation from floor height to soffit height encapsulated in the final exterior layer of 16ga. galvanized steel walls. Overall insulation value is R-19.6.

 $\overline{\text{FLOOR:}}$  Unit to have a R-10 insulated 12ga. Galvanized steel plate floor covered with black polyvinyl chloride commercial resilient textured inter locking tiles and 4" high black base cove. Floor system is welded to a 2" galvanized steel tube frame and joists.



#### ROOF:

ROOF: To be all steel construction designed for exterior use with 18" fascia and 12" overhang on all sides. Roof to be insulated to R-30 and constructed of internal steel framing with a 16ga. galvanized steel roof surface that is covered with a three part coating that has a solar reflective index of 95 or greater. Roof to drain to rear downspouts and have removable lifting eyes for hoisting by crane.

#### DOORS & WINDOWS:

 $\underline{\text{DOOR:}}$  Unit to have two commercial steel framed swing out doors with three stainless steel NRP hinges, stainless steel mortise lever lock and hydraulic closer.

<u>WINDOWS:</u> Unit to have fixed windows on all sides, all windows are glazed with 3/4" tinted tempered dual pane insulating glass with Low-E Coating.

#### ELECTRICAL:

 $\overline{\text{LIGHTS:}}$  Unit to have interior 1' x 4' LED lights recessed in a 16ga. galvanized steel ceiling painted to match the booth and mounted at 7'6" AFF. Light is controlled by a wall mounted occupancy sensor switch.

 $\underline{\text{OUTLETS:}}$  To be (3) duplex outlets mounted under the shelf. Unit shall also have two single gang J-Boxes mounted under the shelf with a 1\2" conduits and pull string to the stub area.

<u>LOAD CENTER:</u> To be one prewired 3 wire single phase, 12 pole, 125 amp, 120/240 volt panel with 60 amp main breaker. All wiring to be minimum # 12 copper in EMT and, concealed wire to be in approved flex.

 $\overline{\text{AIR CONDITIONER}}$ : Unit to have a commercial through the rear wall mounted HVAC with 14,900 BTU cooling and 5KW BTU electric heating with a dedicated 230 volt plug in outlet.

### ACCESSORIES:

 $\underline{\text{SHELF:}}$  Unit to have one interior 22" deep full width painted galvanized steel shelf mounted at the front wall at 34" AFF.

## WEATHER PROOFING & FINISH:

<u>WEATHER PROOFING:</u> All seams and joints to be pressure bonderized, all openings to be fully weather stripped, roof to have weather seal.

FINISH: Unit to be Primed with Heavy Duty Rust Inhibitive High Solid Primer Finished with a gloss Impact, Fade Resistant High Gloss Polyurethane 5 Mil Impact, Fade Graffiti and Chemical resistant top coat, that exceeds 3500 HR Salt Test. One Color to be selected.

We Build Your Image



UNIT COST: \$ 63,995.00

SALES TAX: Not included, we do not charge, collect or pay sales tax in Oregon.

FREIGHT: \$ 3,450.00

ESTIMATED DELIVERY: 26 WEEKS AFTER APPROVAL OF SUBMITTAL DRAWINGS AND\OR

CUSTOMER RELEASE TO PRODUCTION.

Pricing is valid for 45 days. All prices and lead times are subject to change due the World tensions and it possible economic impact, and\or supply chain & pandemic related issues that could arise.

<u>**TERMS:**</u> 25% progress payment due with the return of the approved submittal drawings  $\$  release to production. Total 75% net due 30 days after delivery. Finance charge of 1.5% per month on all past due amounts shall apply 25 days after invoice due date.

Proposal Issued By:

B.I.G. ENTERPRISES, INC. Dave King \ V.P.\Sales dking@bigbooth.com

Products Manufactured to your requested Delivery Date and Stored for you, will carry a \$280.00 per week Storage Charge from the billing date. Purchaser agrees to pay all costs incurred for Drawing Time at the rate of \$ 155.00 per Hour, plus cost of Material ordered for this Job, should job be cancelled by purchaser.

We do not offer off-loading at the delivery site from the delivery truck or installation. Guard Booth will be delivered on a flat bed truck and will need to be off-loaded on site by others. Off-loading can be done by a crane, this booth will weigh about 7,800 pounds.

The booth is designed to mount directly to a concrete pad using expansion type anchor bolts. Size of bolts to be determined by our Engineer at the time of design, but they will most likely be  $5/8" \times 4"$ , designed to mount into 3000lb concrete.

are agreed to:	
X	
Signature	Printed Name & Date

ACCEPTANCE: The specifications conditions, and payment terms



**B.I.G. Enterprises Access Control Booth**