



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, August 20, 2019
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of August 6, 2019 Regular Session (*Maria Diaz – Page 3*)
 - b. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,620 (*Fred Kowell – Page 9*)
 4. Reports, Presentations and Discussion Items
 - a. Toll Violations Fines & Fees Discussion (*Fred Kowell, Page 13*)
 - b. Bridge Replacement Project Update (*Kevin Greenwood, Page 15*)
 5. Director's Report (*Michael McElwee – Page 21*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve 2019-2020 Executive Director Work Plan (*Michael McElwee, Page 43*)
 - b. Authorize Amendment No. 3 to Contract with HRT Security Services (*Michael McElwee, Page 53*)
 - c. Approve Intent to Award Contract for Lower Mill Grading & Paving Project, Barring No Protests (*Anne Medenbach– Page 57*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations.
 10. Possible Action
 11. Adjourn

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

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

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Port of Hood River Commission
Meeting Minutes of August 6, 2019 Work Session and Regular Session
Marina Center Boardroom
5:00 p.m.

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

5:00 P.M.
Regular Session

Present: Commissioners John Everitt, Kristi Chapman, Ben Sheppard, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford, John Mann, and Maria Diaz.

Absent: Hoby Streich.

Media: None.

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:05 p.m.
 - a. **Modification, Addition to Agenda: None.**
2. **PUBLIC COMMENT:** Hal Hiemstra, Port federal advocate with Summit Strategies spoke briefly to report on the familiarization tour for congressional staffers that occurred earlier in the day, with attendance by staff representatives for Rep. Earl Blumenauer, Rep. Peter DeFazio, Rep. Greg Walden, Rep. Kurt Schrader, Rep. Jaime Herrera Beutler. The group had a briefing on the bridge replacement effort from Project Director Kevin Greenwood, and then went on an e-bike tour of the Historic Columbia River Highway. Heimstra reported the Senate passed its reauthorization Bill for the Service Transportation for the next 5 years in which the bill includes \$3.3 billion funding for a Bridge Repair Program at a state level. Heimstra noted efforts for funding on the Hood River Bridge Project would still require strong efforts to seek funding due to other committees' involvement. Heimstra noted a House Bill has not been introduced, however; a possible draft could be introduced before the end of the year, and a bill with real language introduced in early 2020.
3. **CONSENT AGENDA:**
 - a. Approve Minutes of July 9, 2019 Regular Session.
 - b. Approve Reimbursement to Electronics Assemblers for HVAC Installation.
 - c. Approve Amendment No. 1 to Contract with WSP USA for Bridge FEIS.
 - d. Authorize Bank Account Signing Authority for Commissioners Meriwether, Chapman, and Streich.
 - e. Ratify Contract with J&C Pro Painting for Interior Painting at the Wasco Building.
 - f. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,287.00.

Motion: Move to Approve Consent Agenda

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Unanimous

4. **REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:**
 - a. **Port Intern Project Report, Tyler Mann:** Summer intern Tyler Mann presented the results of his study that resulted in a catalog of Oregon bridges that would likely benefit from implementing tolling to fund capital improvements to the facility. Mr. Mann presented his methods and criteria and gave a brief summary of the bridges he selected as likely targets for future toll technology marketing. CFO Fred Kowell commended Tyler on his work and the speed and efficiency with

which it was completed. Mr. Mann fielded questions from staff and the board and concluded his report.

- b. **2019-2020 Draft Executive Director Work Plan:** Michael McElwee presented the draft 2019-2020 Executive Director Work Plan for review and requested Commission feedback before the next Commission meeting. The final work plan draft will be an action item for approval at the August 20 meeting. noted this to be his 14th annual Executive Director Work Plan. McElwee reviewed sections of the draft Work Plan; Agency-Wide Development, Real Estate Development and Planning, Waterfront, Bridge/Airport. McElwee noted first that the hardware and software systems for the license plate recognition are well underway in the testing stages. McElwee highlighted the Strategic Business Plan to take a significant effort and will need consultant aid for the anticipation of the projected financial and operational performance of the Port assuming different bridge replacement assumptions. McElwee noted software program to manage Port properties and projects is anticipated to be installed in this fiscal year. Lastly, McElwee mentioned the potential to enhance operational efficiencies through collaboration with Hood River Valley Parks & Recreation. McElwee noted under the Real Estate Development and Planning; to work with the commission to obtain specific approval of next real estate development acquisition and or development strategies, to evaluate options for implementation of Expo Phase II based on existing DDA with Key Development. McElwee noted the Confluence Business Park (Lot 1) would be a challenge despite the efforts made with the public infrastructure plan and work with URA board. McElwee noted a DDA is on the works with a business at the Lower Mill Site. McElwee updated under Waterfront Recreation from past discussions on improvements to Event Site restrooms, new access ramp to the docks, signage plans for the Waterfront, updates to Ordinance 24-2019, and install new Marina Rules and Regulations. McElwee reported for Bridge and Airport; to complete evaluation of ramps, to prepare a scope of work and schedule for Implantation of Bridge Replacement Phase II and reach 75% completion of the FEIS/NEPA scope, to prepare a Marketing & Development Strategy and update the Business Plan for the Ken Jernstedt Airfield. McElwee noted for Economic Development is focused on the collaboration among local public agencies. McElwee briefly updated under Communication and Community Relations, Governance and Board Communication and Personnel Management. Lastly, McElwee highlighted that Lot 1 will be the biggest issue and how to proceed under Real Estate Development. Commissioner Chapman sought clarification on the Lot 1 discussion. McElwee noted that a Work Session Meeting for the Real Estate Development tentatively scheduled for September. Commissioners requested that staff give background on development projects before Work Session Meeting.
- c. **Livestreaming Commission Meetings Discussion – Commissioner Chapman:** Genevieve Scholl reported that Commissioner Chapman had requested the Commission discuss the benefit and utility of livestreaming Commission and committee meetings. Scholl reported that staff had conducted limited research into the idea but had found no barriers to proceeding. Commissioner Chapman reported on discussions that she had had with Immense Imaging, the vendor that had provided livestream services to the City of Hood River and the City of the The Dalles councils last year. Scholl noted that the City of Hood River staff also reported positive results from livestreaming, but that audio mixing is a known challenge. Scholl will provide a menu of options for livestreaming at a future meeting.

- d. **Forth Electric Vehicle Charging Station Concept Plan & Funding Application:** Michael McElwee updated Commissioners on Letter of Support to FORTH dated June 5, 2019. McElwee reported that based on a number of discussions with community members, Commissioner Chapman requested a discussion on the project and the process to provide the letter in support of the grant application. Chapman reported FORTH indicated a presentation had been given to the City of Hood River but was later cleared up by FORTH that they had only been talking to City's Manager, Mayor and City's Finance Director. Commissioner Meriwether reported FORTH presented the project to the Energy Council and noted that he understood FORTH is seeking for a collaboration to use a couple of parking spaces. Commission consensus to continue with the process.

- e. **Bridge Replacement Project Update:** Kevin Greenwood discussed plans to develop scope of work with ODOT's cultural resources officer and a Personal Services Agreement to present to tribes interested in having ethnographic surveys completed as part of the NEPA process. Commission agreed that it made sense to be pro-active in anticipating agency needs. WSP has completed a twelve-month "cost to complete" (C2C) analysis and, after adjusting category line items, feels confident that the project is on track to be complete completed by the end of 2020 on budget. Greenwood recommended bringing Chuck Green, OTAK, to the meeting in September to present a status report on the C2C. Commission also discussed obtaining an engineering analysis on costs and schedule to develop post-NEPA design. Consensus was to have Greenwood return with a proposal from Mott McDonald. Greenwood also shared five photo simulations of the proposed bridge from key viewing areas in the region. Finally, the Commission appointed Commissioners Everitt and Chapman (alt.) to serve on the Environmental Impact Statement Working Group (EISWG). The next meeting for the EISWG is Sept. 12 in White Salmon.
 - a. **MOTION:** Approve President John Everitt as the Commission Representative and Commissioner Chapman as the alternate for representation on the Environmental Impact Statement Working Group (EISWG) for the Bridge Replacement Project.
 Move: Meriwether
 Second: Sheppard
 Discussion: None
 Vote: Unanimous

- f. **Director's Report:** Michael McElwee reported that Robert Worth, a 17-year toll staff member father of toll worker Valori Worth, has passed away. McElwee reported the Washington State Transportation Department notified the Port with information of a Tri-State Transportation Commission Conference in September at Skamania Lodge. McElwee reported participation in Pacific Power Public Safety Power Shutoff (PSPS) Plan; staff is preparing a communications plan and intern Jose Santillan is working on a project that includes plan for an additional generator in case of a power outage. McElwee noted a proposal from Terry Moore for further assessment of opportunities for collaboration among public sector providers of park and recreation facilities and services in Hood River to be a great example of what fits under the Executive Directors Work Plan for Communications and Community Relations. Commissioners consensus for a proposal from Terry Moore from Center for Public Leadership. McElwee shortly briefed on the ongoing events on Port's property.

8. COMMISSIONER, COMMITTEE REPORTS:

- a. None

9. ACTION ITEMS:

a. Approve Contract with Boswell Consulting for Washington Advocacy Services.

Motion: Approve contract with Boswell Consulting for State of Washington legislative advocacy not to exceed \$42,000, plus reasonable reimbursable expenses.

Move: Meriwether
 Second: Chapman
 Discussion: None
 Vote: Unanimous

b. Approve Contract with Thorn Run Partners for Oregon Advocacy Services.

Motion: Approve Contract with Thorn Run Partners for State of Oregon legislative advocacy services not to exceed \$42,000 plus reasonable reimbursable expenses.

Move: Meriwether
 Second: Chapman
 Discussion: None
 Vote: Unanimous

c. Approve Master License Agreement with Art of Community.

Motion: Approve Master License Agreement with Art of Community for installation of public art on Port property, subject to legal counsel review.

Move: Chapman
 Second: Meriwether
 Discussion: None
 Vote: Unanimous

d. Approve Intergovernmental Agreement with MCEDD for Hood River County Energy Plan Coordination.

Motion: Approve Inter-Governmental Agreement with the Mid-Columbia Economic Development District for Hood River Energy Plan implementation services not to exceed \$10,000 plus reasonable reimbursable expenses.

Move: Meriwether
 Second: Sheppard
 Discussion: None
 Vote: Unanimous

e. Approve Grant Agreement with the Federal Aviation Administration for Ken Jernstedt Airfield Grant 3-41-0026-012-2019.

Motion: Approve the grant agreement with the FAA for grant number 3-41-0026-012-2019 in the amount of \$324,660.

Move: Meriwether
 Second: Chapman
 Discussion: None
 Vote: Unanimous

10. COMMISSION CALL: None.

11. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 7:05 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

12. POSSIBLE ACTION: None.

13. ADJOURN: 7:20p.m.

Motion: Motion to adjourn the meeting.

Move:

Second:

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Commission Memo



Prepared by: Fred Kowell
Date: August 20, 2019
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$8,620.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$8,620.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

205 3RD STREET / PO BOX 457
HOOD RIVER, OR 97031
(Phone) 541-386-1311 (Fax) 541-386-8771

CREDIT CARDS ACCEPTED



HOOD RIVER, PORT OF
1000 E. PORT MARINA DRIVE
HOOD RIVER OR 97031

Page: 1
August 13, 2019
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
TURTLE ISLAND INCORPORATED (Lease)					
198.00	0.00	0.00	0.00	-198.00	\$0.00
MISCELLANEOUS MATTERS					
JJ					
594.00	176.00	0.00	0.00	-594.00	\$176.00
HRD LEASE (Hood River Distillers)					
858.00	110.00	0.00	0.00	-858.00	\$110.00
BRIDGE LIFT ENGINEER CONTRACT (HDR Inc.)					
0.00	40.00	0.00	0.00	0.00	\$40.00
LEASE (Cloud Cap Technology)					
1,738.00	44.00	0.00	0.00	-1,738.00	\$44.00
LIFT SPAN ENGINEER SERVICES (Stafford Bandlow)					
0.00	242.00	0.00	0.00	0.00	\$242.00
TRESPASS ON PUBLIC PROPERTY					
0.00	154.00	0.00	0.00	0.00	\$154.00
BRIDGE TOLL ENFORCEMENT					
0.00	264.00	0.00	0.00	0.00	\$264.00
STORM LINE SINK HOLE (Hood River Distillers area)					
2,464.00	6,556.00	0.00	0.00	-2,464.00	\$6,556.00
ODOT IGA - I-84 BRIDGE REPLACEMENT					
0.00	176.00	0.00	0.00	0.00	\$176.00

HOOD RIVER, PORT OF

Account No: August
POK1011111

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MASTER LEASE 2019 1,496.00	0.00	0.00	0.00	-1,496.00	\$0.00
TRIBES - IGA 0.00	440.00	0.00	0.00	0.00	\$440.00
PROPERTY PURCHASE 1, 22.00	154.00	0.00	0.00	-22.00	\$154.00
PROPERTY PURCHASE 0.00	264.00	0.00	0.00	0.00	\$264.00
PROPERTY PURCHASE 22.00	0.00	0.00	0.00	-22.00	\$0.00
<u>7,392.00</u>	<u>8,620.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7,392.00</u>	<u>\$8,620.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st OF JULY UNLESS OTHERWISE STATED

Commission Memo



Prepared by: Fred Kowell
Date: August 20, 2019
Re: Toll Fines for Run-Throughs Vehicles

Currently, when a vehicle repeatedly runs-through our toll facility, we look up the vehicle in either the Oregon or Washington DMV databases to find the address to send the bill to or give the customer a notice. This has been labor-intensive, and one in which we recoup the actual tolls from the violator and any ancillary costs. However, with the new camera technology coming on-line in the next 30-60 days, we need to define a toll fine and any ancillary costs (i.e., DMV, 3rd party, postage, etc.) that need to be added to the fine of a violator.

I contacted several tolling agencies within the 6C Coalition, and it's apparent that agencies have different tolling structures with regard to fines. One item that is unanimous among tolling agencies is that there is a grace period usually 3-10 days before the fine is implemented. The fines vary widely among tolling agencies however the Port has a parking policy with regard to fines.

The Port's current parking fine for a parking violation is \$18 plus the parking fee. If the customer doesn't pay within 30 days, the fine doubles to \$36 and then goes up again after 60 days old to \$54. After 90 days, the account is given to our collection agency for collection with 30% of the account balance going to the agency upon payment. So, after 90 days, the fine is up to \$74 plus the toll and any ancillary fees. The Port will get 60% of the balance when the customer finally pays. There will always be some small percentage of customers who never pay but that is going on currently with our run throughs and envelope policy for our tolling customers. It should be noted the parking fines were discussed with legal counsel and the ability to fine under ORS 777.

A few items of policy we will need to consider: Should we have any grace period? The toll booth is operational unlike many tolling agencies who do not, thus the need to have a grace period. Should we use the same fine structure as the parking policy? Should the fine for a Class 3 vehicle and above be more than \$18 since trucks do more damage to our bridge than other vehicles?

For purposes of discussion, a Class 1 vehicle, (92% of our traffic) would be charged \$2 plus \$18 fine and any ancillary costs. If the vehicle is Class 3 or more, we could charge the customer the cash toll, plus \$36 plus any ancillary costs or a \$9 toll (Class 3 only), plus \$36 fine plus the ancillary costs.

Ancillary costs are defined as postage, DMV costs, 3rd party identification costs, and any other costs the Port has to pay to issue the bill to the customer.

Currently, we use Duncan Solutions to handle our parking fines and the collection process. I would recommend we use the same vendor for toll fines since there are some benefits in doing so (Known software, processes and agreements with banks, etc.).

There is no specific reason to follow any other agency, since our operation does not mirror other agencies or their varied tolling structures.

RECOMMENDATION: Discussion.



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report
August 20, 2019

The following summarizes Bridge Replacement Project activities from August 1-15, 2019.

CONSIDERATION FOR INCREASED GEOTECH BORINGS

The one engineering task that will have a meaningful impact to the Final EIS project is the Geotechnical Analysis. The current contract with WSP – shown as a direct expense (Subtask 6.DE) – includes \$232,000 for six geotechnical borings: two on land and four in water. The findings from these borings are quite valuable for identifying risks that would be accounted for in the design of the replacement bridge. Since the Final EIS will produce minimal (>3%) design, it may be prudent to take any project savings and apply the contingency toward increased borings. The data found from the borings can be used for decades, short of a geological event that would alter the riverbed. The borings are conducted at the location of each pier.

The 2010 Type, Size and Location (TS&L) Study conducted three borings: all in-water. After the nine FEIS and TS&L borings, six in-water bores would still remain. Since the project will be mobilizing to conduct

Fig. 1

ENGINEER RECOMMENDED GEOTECHNICAL BORINGS FOR EC-2

for EC-2 (Preliminary Preferred Alternative)	TS&L (2010)	FEIS (2020)	REMAIN	TOTAL
Land	0	2	0	2
Water	3	4	6	13
TOTAL	3	6	6	15

the four in-water bores, future mobilization costs could be saved by adding the final six bores to the current contract. Simply dividing the \$232k by the four in-water bores would result in a high estimate of \$58k per bore. Multiplying the number by six would result in a contract amendment of perhaps \$350,000 more to complete the remaining work and be ahead of the post-NEPA engineering planning.

WSP has been asked to work with their subcontractor (Foundation Engineering Inc.) to develop a cost estimate for the additional borings. The in-water work period is from November through February and WSP anticipated it would take no more than a month to complete twelve borings. An amendment to the recently approved State Lands permit would need to be required, but the increased impacts are negligible and would avoid a second round of impacts.

OTHER ITEMS

- 2019 2Q ODOT Reimbursement Request submitted for \$427,000.
- September Update included in packet and being distributed through region.
- Ethnographic Survey Scope of Work and Contract submitted to ODOT for review.
- Developing Scope of Work for Engineering Analysis in conjunction with Post-NEPA activities.
- Projected FEIS activities included in packet.
- WSP sub-consultant, AquaTerra, conducting historic property surveys on White Salmon ridge. Approximately 90 properties had been identified for possible historic view impacts. Upon initial curb-side analysis, follow-up with property owners may be needed if further analysis is required.
- Draft Biological Assessment scheduled for Project Team review this week.
- Members of the Oregon legislature have been formally appointed to re-start I-5 bridge talks with members of the Washington legislature.
- There has been considerable feedback during the review cycles for the cultural resource reviews. WSP anticipates that this will push out the FEIS/ROD nine days to December 22. The slight delays in the technical reports are resulting in a delay to the administrative draft of the SDEIS. WSP prefers to have the technical data current in the SDEIS so ODOT reviewers aren't seeing prior comments or versions. This time investment should reduce the number of comments on the SDEIS review. All work is moving concurrently and when the second version of the SDEIS is produced, there will be less concurrent work to manage. Project Director will continue to monitor this with the Project Team.

MEETING/OUTREACH SCHEDULE

- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Aug. 22
- OPPA, Salem, Aug. 22
- Monthly Project Team Meeting, Portland, Aug. 23
- Monthly Cultural Resources Meeting, Portland, Aug. 23
- Hood River Farmers Market, Sept. 6
- White Salmon Huckleberry Festival, Sept. 6
- Bingen Food Bank, Sept. 11
- Bi-monthly Project Lead Agency Coordination Meeting, Hood River, Sept. 12
- EISWG Meeting #4, White Salmon, Sept. 12
- Klickitat County League of Women Voters Presentation, Bingen, Sept. 16
- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Sept. 18
- Hood River Hops Festival, Sept. 21



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Projected Work – Through September 15, 2019
DATE: August 15, 2019

The following work is projected to occur from August 15 to September 15:

TASK 1. PROJECT MANAGEMENT

- Client progress meeting on August 23
- Invoice for July activities
- Coordination with Port, Consultant Team and other agencies
- Finalize the cost to complete

TASK 2. PUBLIC INVOLVEMENT

- Working Group #4 Meeting: prepare draft materials for Port review, finalize materials, attend and facilitate meeting on September 12
- Community Outreach Event #3 and Environmental Justice Event #2: prepare draft materials for Port review, finalize materials, attend and facilitate meetings on September 7 and September 11, respectively.

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Complete and submit the draft biological assessment for Port and ODOT review; begin addressing review comments
- Distribute the Methodology Memoranda to tribes; integrate comments as received into the technical reports



- Technical Reports
 - Finalize Group 2 (Land Use)
 - Revise and submit Group 3A (Noise), Group 3B (Social/Econ/EJ), and Group 4A (Fish/Wildlife, Wetland/Vegetation, Visual, Section 6(f)) for FHWA review
 - Submit Group 4B (Cumulative) for Port, ODOT and WSDOT review
- Submit cultural resources fieldwork plan and obtain ODOT approval
- Submit Administrative Draft #1 Supplemental Draft EIS for Port and ODOT technical review

TASK 6. ENGINEERING

- Refine roadway and stormwater design associated with the roadway approaches to the bridge, including pedestrian/bicycle connections, to support the Supplemental Draft EIS
- Meet with ODOT to confirm additional comments on design received in July
- Revise architectural concepts of the bridge from the pedestrian's view to address Port and ODOT review comments
- Revise photo simulations to address Port and ODOT review comments

TASK 7. TRANSPORTATION

- Meet with ODOT to confirm additional comments on the transportation analysis and report received in July
- Finalize Transportation Technical Report to address ODOT comments

TASK 8. PERMIT ASSISTANCE

- Follow up with USCG to get preliminary comments on the draft Navigation Impact Report; revise as needed and resubmit for USCG formal review.
- Coordinate with the remaining agencies that are still reviewing permit applications, primarily the US Army Corps of Engineers, for the in-water work associated with geotechnical exploration; address requests for information as needed.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

SEPTEMBER 2019

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

What's new on the project?

- Holding the EIS Working Group #4 meeting and the community outreach meetings in September to provide a progress update and invite input on conceptual design of the roadway connections to the bridge; pedestrian and bicycle facilities; and visualizations of the replacement bridge. **Check project website for dates and locations!**
- Finalizing 13 of the 15 environmental technical reports; remaining two technical reports are in review by the Port, ODOT, WSDOT, and FHWA or in the fieldwork stage.
- Initiating consultation with seven Native American tribes; conducting cultural resources field surveys.
- Finalizing photo simulations of what the replacement bridge would look like and architectural sketch concepts.
- Advancing the Supplemental Draft EIS through internal technical reviews.
- Obtaining permits for in-water geotechnical investigations scheduled this fall.

What are the next steps?

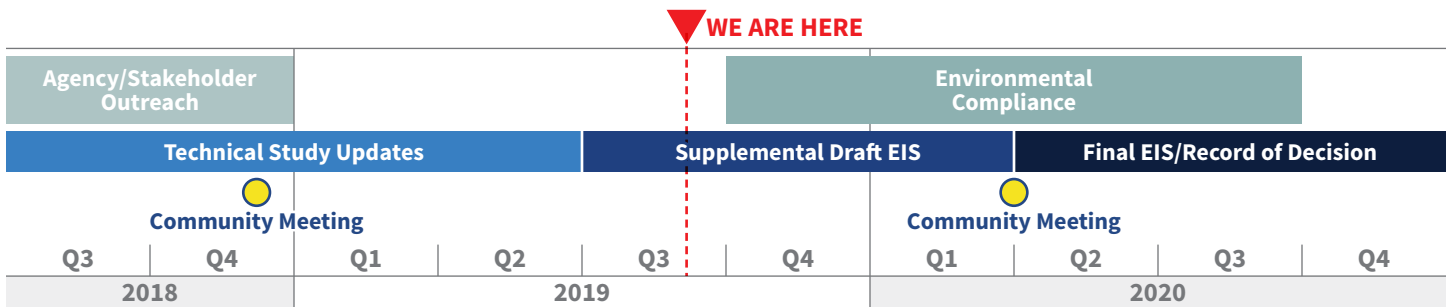
- Advancing the Supplemental Draft EIS for internal policy compliance.
- Finalizing the biological assessment that evaluates impacts to threatened and endangered species.
- Summarizing results of the cultural resources surveys; continue to consult with Native American tribes.
- Finalizing the navigation impact report to address comments from the US Coast Guard.



How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.



To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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Executive Director's Report

August 20, 2019

Staff & Administrative

- The congressional staff visit on August 6th was very successful. The event was organized by Hal Hiemstra and Genevieve Scholl and led by Kevin Greenwood. The group appreciated the chance to learn more about the bridge replacement project and visit the Twin Tunnels via e-bike.
- John Mann, Daryl Stafford, and Commissioner Chapman attended a day-long training session in Redmond on August 13 sponsored by SDAO. The training focused on the duties and liabilities of special districts for board members and staff. Their participation in the training also provides the Port a percentage credit on our insurance premium.
- Staff proposes a change in the September Commission meeting schedule. Due to the Labor Day Holiday, the following dates are suggested for regular meetings:
 - September 10
 - September 24
 - October 8
 - October 22

If the above schedule is acceptable, possible dates for the ½ day retreat to focus primarily on real estate matters could occur on one of the following dates:

- September 10 (Tuesday)
- September 11 (Wednesday)
- September 24 (Tuesday)
- September 25 (Wednesday)

Commissioners are asked to check their schedules for availability.

- The OneGorge Steering Committee, on which Genevieve serves, has developed the attached Proposed Action Plan for the purpose of strengthening the group's advocacy efforts and increasing participation. The full membership will review the document at their next meeting on August 28 in White Salmon.

Recreation/Marina

- Attached is the most recent weekly report prepared by written Event Site hosts Sharon and John Chow.
- The Marina Committee met on August 15. Please see Daryl's minutes, attached.

- From August 12-16, the Event Site hosted the annual AWSI (All Wind Sports Industry) Tradeshow where kiteboarding, SUP, and windsurfing manufacturers display products and provide demos and testing for retailers. Attendees come from all over the country. It represents the heart of the industry that drives the watersports here in the Gorge.



- The new cyclone fence on the west side of the Marina Basin is complete. Facilities staff also installed several new concrete benches around Marina Park. (See photo to right).

- A very large diameter deadhead emerged in the Marina Basin on August 8, likely stirred to the surface by backwash from the Cruise Boat. The log was removed by Port staff using a boat, tow truck and bobcat in a very creative sequence. (See photos below).



- The second meeting of the Multi-Jurisdictional Parks Master Plan Subcommittee is scheduled for September 16. Commissioners Meriwether and Streich represent the Port on this sub-committee.
- American Cruise Lines, Inc. (ACL) has expressed interest in improved docking facilities at the Port. Attached is a letter from ACL along with two concepts.
- There have been two unfortunate incidents at the Event Site recently. On August 6th in the early morning the Event Site Hosts were awoken by a man yelling and throwing punches into the air around him. The police were called and escorted the individual off Port Property. On August 10th Port staff received a call from a visitor at the Hook reporting a man with a baseball bat pounding the boulders while screaming and yelling obscenities. Again, the police were called, and the man was removed from Port property.
- A team of volunteer researchers and archivists from the Hood River County History Museum have signed on to help with the historic elements of the Waterfront Trail Interpretive Signage project. Former mayor and local historian Arthur Babitz is also providing support identifying historic photos for use in the project. Local photographers Richard Hallman and Blaine Franger have also been contacted to provide contemporary

photography for the project, and Paige and Rountree Rouse of Pageworks are handling design and procurement. Genevieve will provide a project update at a meeting this fall.

Development/Property

- I have met with a representative of downtown property owners who expressed concern about the food carts at the old Expo property.
- The City of Hood River has asked me to participate on a panel to review engineering proposals that address replacement of the waterfront storm sewer line. The City expects to select a firm by August 20.
- Staff recorded the road maintenance agreement and easements for the Lower Mill last week. This may need to be revised based on input from a potential buyer.
- Staff continues to discuss potential sale and build-to-suit options for Port properties with interested parties. There is new private inventory now on the market that staff is directing businesses too.

Airport

- The next Airport Advisory Committee meeting will be held on Thursday the 22nd at WAAAM.
- The airport is preparing for the annual Fly-In scheduled for the weekend of September 9th.
- Staff is moving forward on adding irrigation to two areas at the airport. This is required to keep enough water rights in use to feed the irrigation for the wetland mitigation area in 2020. An irrigation company will be providing a quote that may come before the Commission in September.
- Staff and the FBO are meeting to discuss emergency protocols at the Airport and to determine how to train local HMS to respond to aviation related incidents as they differ from normal vehicle incidents.
- We received the wetland permit from DSL on the 14th. USACE has pushed their timeline for permits to beyond Labor Day. DEQ will likely have permits to the Port before USACE.

Bridge/Transportation

- On August 9 a motor home crossing the bridge blew a tire resulting in significant traffic backups. The vehicle had to be backed off the bridge because the tow companies were unable to tow it.

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Proposed OneGorge Action Plan

AS RECOMMENDED BY THE SPECIAL STEERING COMMITTEE

Purpose: To significantly enhance the effectiveness and visibility of OneGorge and increase its lobbying efforts for desired economic development within the 6 counties of the Gorge.

1. **Steering Committee:** Establish a OneGorge Steering Committee composed of a representative of all interests within the 6 counties of the Gorge to provide overall direction and encouragement for others to be active. (Ports, Cities, Counties, Business Interests, Treaty Tribes, Chambers, Education Organizations, etc.).
 - A. Meets monthly to guide the organization, encourage more active participation in members and enhance communication between members.
 - B. Increase signatures on advocacy letters.
 - C. Recruit new members from all sectors of the economic community.
 - D. Plan and conduct an annual priority planning session.
 - E. Encourage each sector to be more active.
 - F. Plan and conduct the "Gorgeous Night Out" legislative receptions in Salem and Olympia and enhance these events by offering a prior day lobbying time for members.
 - G. Enhance OneGorge presence and visibility with local government.
 - H. Raise OneGorge recognition in media
 - I. Report regularly to members.
 - J. Conduct members surveys to keep abreast of differing needs and issues.
 - K. Develop an annual calendar to help keep members apprised of key dates and events.
 - L. Develop a Washington DC lobbying effort linked to other such events to help promote the economic development needs of the Gorge.
2. **Dues:** There will be no formal dues system in place. Members will be encouraged to make voluntary donations and financial commitments to support the activities of OneGorge.
3. **Membership Meetings:** Meetings of the full membership will be conducted quarterly.
4. **Annual Strategy Meeting:** There shall be an annual fall (all members) strategy meeting at which legislative priorities shall be developed and reviewed with the full membership. Key legislators will be invited to attend in order to be aware of

OneGorge legislative priorities so that they will be able to represent the group in their respective chambers. Link annual meeting to support action for annual CEDS process and other Gorge economic development priorities, special projects and make use of outside experts to educate OneGorge on issues of importance.

5. SUCCESS MEASURES:

1. Annual priorities are established.
2. Advocacy letter signatures increase to at least 50%.
3. Economic development projects are regionally supported.
4. Financial support to OneGorge increases.
5. An annual member survey and report of actions is filed.
6. Local recognition of OneGorge is clearly evident.
7. OneGorge is clearly recognized and known in state capitals and Washington DC.

**Port of Hood River Marina Committee
Meeting Agenda
Thursday, August 15, 2019 8am
Port Boardroom**

Committee Members Attending

Steve Tessmer, Josh Sceva, Ted Lohr, Lisa Bloomster

Committee Members Absent

Ben Sheppard, Steve Carlson, Shawn Summersett

Port Staff

Daryl Stafford, Marina Manager

HRYC: Update from Ted Lohr-

The HRYC and Jr. Sailing Programs have had a very successful summer with sailing lessons mostly full for every session. They have utilized the Yacht Club building for every class as a meeting place, versus meeting on the dock as they have in the past. The Yacht Club is interested in expanding the fenced area of their boatyard if the opportunity were to be available.

The last two Free Monday Night Community Sailing gatherings had over 100 people show up. The Jr. Sailing Program, HRYC and the High School Sailing Team joined efforts to host the events and were extremely pleased with the turn out.

The ever-popular Double Damned Sailboat Race from Cascade Locks to The Dalles was cancelled due to lack of wind, however there was a record turnout. A few of the boats attempted and had a good time even though the conditions were lackluster. Ted commented that he had participants tow their Moore 24 from the Great Lakes Region to make the Event, and that sailing in the Gorge is gaining interest across the country.

Dock Walks: Updates from Lisa Bloomster, Steve Tessmer, and Josh Sceva

B-Dock has a few uneven floats that should be looked at this Fall, and there are still a few vessels with expired Registration Stickers. Overall the docks look good with a small amount of housekeeping that should be encouraged. The Committee suggested moving forward with default notices to all tenants with expired stickers.

Marina Manager News from the Port: Daryl Stafford

- *Commissioner Ben Sheppard elected to the Marina Committee-* Unfortunately Commissioner Sheppard had a prior commitment upon accepting his new position and was unable to attend. Staff looks forward to introducing him to the Committee at our next meeting.
- *Night Security Update-* HRT Security has been doing a wonderful job letting campers know that they cannot spend the night at the Marina. It was mentioned that Marina parking lot made it on to some travel website that listed it as a "Free place to camp in Hood River." Kenton has kindly explained that this is mis-information. The Committee is unanimously grateful for his presence and glad that the Port has implemented night security.
- *Brian Shortt's Marina Future Plan (See Exhibit "A")-* Commissioner Shortt made a presentation in April to the Commission before his retirement. Attached is an outline of his discussion. The Committee had several questions that staff was able to answer. The

Committee agreed with his recommendations of Hot Berthing, a comprehensive Improvement (Maintenance and Repair) Plan, and expansion into the uplands area for dry land storage of trailers and small boats and would like to move forward with discussion on those topics.

- *OSMB Letter to Clean Marinas Regarding Derelict Vessels* (See Exhibit “B”)- Discussion regarding proactive measures to keep out derelict vessels in the HR Marina, and the importance of all tenants staying current with their registrations to help support the OSMB.
- *Cruise Ship Update*- Port staff has been contacted by American Cruise Lines with their desire to expand their visits to Hood River and possibly partner with the Port for future developments to the waterfront to accommodate their vessels. Concerns were raised by the Committee Regarding:
 - Access to the Jetty and damage to the infrastructure (mainly the roads) and the banks of the jetty (erosion).
 - Current rates being charged are way to low and that 2020 should reflect a significant increase.
 - Access in and out of the Marina and for recreation.
 - Access to the mouth of the Marina and any damage that may occur from the cruise lines docking practices. Maintaining a safe environment for the small sailboats that are affected by the engine staying engaged causing strong turbulence should be considered in futures agreements.
- *Tenant Information*- Staff provided the Committee with stats on the Waitlist YTD.
 - 21 slips turned over since January 1, 2019.
 - Current Wait Lists-
 - 30’ and under-40 (current #1 position signed up 8/4/17)
 - Over 30’-5 (current #1 position signed up 11/1/2017)
 - Over 45’-1 (signed up 3/4/2018)
 - The Committee suggested an annual waitlist fee versus a one-time fee to better reflect that actual amount of people interested.
- Pacific Power Warning of possible outages during summer months – Power Outage Strategy for the Marina. The Committee expressed that they are used to power outages and the impact to the Marina would be minimal during the summer months. Winter months pose a problem.
- Riverkeepers Swim Guide- Online test results that are available to the public for water tested in the Marina for E-Coli. Reviewed process that Port and Riverkeepers use to inform the public if there are 2 consecutive readings that are above the acceptable results.

Discussion Topics:

- **Rules & Regulations for 2020**
 - *Hot Berthing, Loan-a-Slip Program, Subleases*- Various options to better utilize empty slips and generate additional income to support the Marina were discussed.
 - The General consensus was that people who are subleasing, or some variation of subleasing where they are using a slip that another tenant has a lease for, should be charged a significant amount more to use during the summer months, and that additional amount should go towards Marina upkeep.

- Subleases- If a tenant does not have a vessel and has already rented their slip for the allowed 6-month sublease, they may allow Port to rent for 6 months in a sublease situation.
 - *Sale of Boat*- Replacement time limit for having no vessel in slip. Several tenants have gone for over 2 plus years with no vessel in their slip. An idea discussed was to put them back on the waitlist to better utilize the slips, so they aren't empty. At this time, it was suggested to move forward on a case by case basis.
 - *Boat work*- Discussion to have better education to boatowners so that if they haul out their boat, they will not power wash it on Port Property. It is part of the Rules and Regulations however some boatowners seem to not be aware of Port Policy, and that toxic bottom paint chips are a serious hazard to the environment.
 - *Partnerships*- The committee discussed a possible amnesty program to encourage boat owners to true up the current vessel information with the Port. In the past there have been tenants that take on a "boat partner" as a work around the waitlist to encourage the sale of their boat. The Committee unanimously agreed that any boat partner must continue to have the **slip owner** listed on the insurance and registration and that the slip owner continue to be 100% responsible. The Slip owner who has the agreement with the Port is ultimately responsible and must continue to be the point of contact with the Port.
 - *Boat house requirements for floatation*- discussion regarding requirements for the boathouses to insure safety for each tenant and their boathouse neighbors. During heavy snow loads several boathouses have exhibited low float levels and tilting that were of concern. Steve Tessmer agreed to research current standards, some provided by Staff, and work other boathouse owners to develop measurable criteria:
 - Required Encapsulation of floatation-
 - Freeboard Level above water- measured in inches (current averages researched are 14")
 - Stability- Measured by degrees (current averages are 4 degrees maximum)
 - Reasonable time to request implementation from tenant-
 - *Dinghy/ Jet Ski size allowed in slips*- there have been questions from tenants regarding the size of dinghies and jet skis allowed in a slip with the vessel of berth, and a definition of what constitutes a dinghy. Currently the Port allows a dingy or jet ski in the slip if it fits within the perimeter of the tenants slip and does not in any way impede the boat neighbor. Suggestions of adding specific size clarification to the Rules and Regs were discussed.
 - A dinghy would be considered 12' and under.
 - Add the definition to describe a dinghy- "A dinghy is defined as a small boat carried on or towed behind a larger boat as a tender or lifeboat. Its primary use is transfers from larger boats, especially when the larger boat can't dock at a suitable sized Port or Marina.
 - May not extend out the back of the slip.
- 2020 Rates
 - *Options- In District / Out-District*- The Committee was in favor of the idea of in-district pricing and out of district pricing for moorage rates to help keep local people as part of the Marina Community.
 - *New Contracts for all Tenants 2020*- It was agreed that it would be a good time to put in place new leases for all Marina Tenants with updated information from current years

Rules and Regulations. The goal is to have all owners listed on the Registration and Insurance and to encourage compliance with Port Policy. Brian Shortt had expressed this in conversation with the Marina Committee in the past.

- *Parking Plan for Marina Tenants-* Staff asked the Committee for feedback regarding issuing parking passes for the vehicles at the Marina that belong to tenants to help enforcement of no overnight parking. The overall opinion was that it would cause more work in the long run and that we should continue another year with no passes.

Planning:

- *2020/2021 Budget of Capital Improvements for the Marina from the Port CFO, Fred Kowell*
 - Boat Ramp Repair-\$15,000
 - The Committee was glad to see this listed and wanted to express that it should be a priority. The suggestion was to make sure it is extended far enough back to not be frequently damaged by prop-wash.
 - Boat Ramp Parking Lot Curb Repair- \$10,000
 - Discussion on priorities put this project below the ramp.
 - Electrical \$15,000
 - Partial of this was used for pedestal breaker installation on C-Dock South and the boat houses pedestals.
 - Marina Software \$10,000
 - Port staff explained the difficulty of harvesting information and lack of tech support with the current system. It was agreed that it would be best for the Marina to have a user-friendly system that would allow management to spend more time managing the Marina.

**Exhibit "A" - Brian Shortt's Marina Future Presentation to the Port of HR Commission
5/21/19**

Marina Future Planning
May 21, 2019

By definition the HR Marina is solely the basin. The Commission should undertake an expanded view of the basin to include all adjacent uplands. Over time upland development and revenue can participate in the cost structure associated with the Marina management and growth opportunities.

Initiating a strategic planning exercise will increase the awareness of additional revenue opportunities required for the Port to achieve post bridge sustainability.

Strategic Planning

Mission Statement Development

Addressing local access, power/sail boat owners, schools, tourism, hand launch craft, etc.

Organizational Chart (?)

Job description consistent with managing the marina and uplands

Development of Goals and Objectives

Future design of the integrated marina and uplands

Example: Developing upland boat storage utilizing a davit design crane. Self loading/launch or a Port staff with fee charge.

Development of Capital and Operating Budgets

Inclusive of a fund for repair and replacement

While the marina is near a break even point of operational costs funding for repairs, replacement and expansion is limited or non-existent.

Rates Overview

Every two years an in-house industry survey of moorage rates, moorage agreements and boating trends should be undertaken. Astoria to Kennewick survey and obtaining the Washington Public Ports moorage rate study would be adequate.

Essential our rates remain competitive

We are not competitive, we have 100% occupancy and a waiting list.

Increased capital related costs to sustain an aging system

Increased capital related costs to expand the system to meet future needs

Increases

Rate drivers

Increased expenses to operate and maintain the facility

Increased principle and interests expense to pay for past capital costs and future replacement.

Policy Considerations

Billing practices for boats should be length of boat or slip length whichever is greater achieving a linear billing rate and optimizing rate generation.

Current rates are so low that acquiring a slip without a boat is achievable. Evidence in the marina suggests as many as 7-8 slips are vacant part or full periods of the year. Creating a "hot berth" program for departing vessels/boats allowing for interim use with an adjusted rate. Portion may or may not be returned to the tenant/boat owner as an incentive.

The sale of house boats is subordinating the Port from either revenue benefits, optimization of expanding the moorage system, hardware wear and tear, and "unknown" liabilities. Acceptable standards should be developed and applied to floats, structure and content if the Commission expects long term allocation of the waterway to houseboats. The moorage industry is not increasing house boat inventory.

Maintenance

When oversight doesn't occur regularly tenants will take it upon themselves to modify to their objective. Especially in marinas.

Past levels of maintenance is marginal and much can/will be attributed to future port expenses and damage to boats. This is not a result of inexperience by staff as much as it is time to address the issues.

- Boat owner slip modifications —
- Poor boat owner mariner skills damaging floats. —
 - Securing boats, utility cords, surplus storage etc. —
- Regular weekly dock walks —
- Slip and Boathouse float integrity —

In closing the marina definition needs to expand to the uplands, held accountable via operating and capital budgets with a fund account for future improvements upland and in-water.

I would not recommend expansion to A and B dock without advancing upland boat storage as an option. Why, the inventory of current boats suggests smaller trailered boats. Opening the slips up to larger and higher paying boats.

With adequate due diligence of a moorage survey, current allocated operating costs and replacement the staff, weekly dock walks the moorage rate will come into view.

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EXHIBIT "B" - Letter from OSMB

Tue 8/6/2019 12:55 PM

DOLPHIN Glenn * OSMB Glenn.DOLPHIN@oregon.gov

Oregon Marine Board - Clean Marina Program - Abandoned and Derelict Boats

Hello Clean Marina Participants,

Sorry about the long email below but there is a lot to communicate to you about regarding this topic.

I'm contacting you all today to ask for some information regarding boats being moored at your facilities. I have spoken to a few of you recently regarding this growing issue of abandoned and derelict boats on Oregon waterways as the problem seems to be getting worse in some areas not better. Some of you may have worked with James Cogle here at the Marine Board over the past 2 years as he was our program coordinator for this effort, well he left the agency a few months ago and I have been trying to fill-in for his duties until a replacement is hired (interviews are being held later this week). Today I'm asking all of you to report back to me any recreational boats (no retired coastal fishing vessels at this time please) that are floating and tied to your docks that are in an abandoned and/or derelict condition that the owner has walked away from the boat leaving you the marina, the default owner of a boat that needs to end its life at a local disposal site.

Those of you that I have visited with this summer and spoke to about the issue of large numbers of boats that are moored at your facilities with expired State of Oregon – Marine Board registration stickers, have heard my story about the Marine Boards budget declining over the years due to less boats renewing their registration. These are also the types of boats that could easily become abandoned at the docks and become big issues in the near future. I'm also receiving pressure from my manager (who is new to the agency, Josh has been here for about 4 months now) about why certified Clean Marinas allow their paying customers to have boats moored on the water and not actively require that they comply with state boating laws. In-addition, the majority of you if not all of you at this time, have rules in-place in your signed moorage agreements that state the requirement to comply with all state boating laws which would of course include maintaining current registration status. I have started working with a few of you recently in that I have provided a letter that describes the state boat registration law and asks boat owners to comply with the law in a timely fashion (60 days from date on notice). I have always envisioned certified Clean Marinas to be the best of the best in the state and hope that you see yourselves in that same manor, therefore I do hope your willing to work with me on this and try to gain as close as possible to 100% boat registration compliance at your facilities which I would hope would lead to more responsible boat owners that take care of their vessels and keep them clean and in a seaworthy condition so that perhaps there can be less problem boats in the future to take care of.

One of my many projects this month is to investigate a grant program that the federal agency NOAA is going to be opening soon to accept applications. The Marine Board would like to apply for some funding to increase the amount of resources that we could have to work specifically with certified Clean Marinas like yourselves to get these types of boats out of the water and to decrease the numbers of these types of boats in the future. Typically this type of program is called a vessel turn-in program where boats that are still floating and in the ownership of a marina that doesn't want them and are not worth any money to sell, would be taken out of the water and sent off for disposal with the cost being covered by the Marine Boards derelict vessel removal fund. In order for me to accurately report in my grant application what the need is and the amount of funding to request to fill that need, I would like to get a report back from you all on the status of any boats that meet this description that are currently at your marina. If

you have this type of boat could you please respond back to me with the description of the boat, its size and type and the hull registration number, that way I can assess the need and put an application together for our grant proposal. If at all possible, could I please receive this information from you during the next three weeks with just a short email describing the situation at your facility. Please just respond back to me individually and not a reply to this whole group. If you do not have any boats that would meet this description can you also please let me know that as well. Thank you for your time and continued participation with the Clean Marina Program and I look forward to working with you all on this issue.

Glenn Dolphin
Aquatic Invasive Species Program Coordinator
Clean Marina Program Coordinator
Oregon State Marine Board
503-378-2625
glenn.dolphin@oregon.gov



Genevieve Scholl

From: sharon chow <windsurfingrednecks@hotmail.com>
Sent: Wednesday, August 14, 2019 8:00 AM
To: Michael McElwee; John Mann; Genevieve Scholl; Daryl Stafford
Subject: EVENT SITE HOST REPORT AUGUST 5th. - AUGUST 11th.

Please find below our weekly report. It appears that we are truly on holidays.....or my brain is at least. 😊
Things look pretty busy at the ES this week.

Cheers
~ Sharon

EVENT SITE HOST REPORT AUGUST 5th. - AUGUST 11th.

MONDAY AUG. 5th.

Up and down gusty wind. Apparently a transition day from no wind to 'lots' of wind. Fairly quiet morning but busier in the afternoon. Not really any issues....just a bit of 'no kiting in the bay' education. Beach Sweep was light with only 1 item. Lot cleared by 9:40.

TUESDAY AUG. 6th.

Be careful what you wish for!! Windy, windy, windy.....through the night and all day. Small and smaller sails were the order of the day. We had a 'ton' of no kiting in the bay education. One young fellow jumped the West End Jetty 3 times. The 3rd. time I got him on video.....he landed very close to a couple of young people that were surfing in the bay. We then spoke with his father and asked him to let his son know that if he did it again we would send the video to The Port and they could decide how they wanted to deal with it. The father was not happy with the kid and went looking for the son. There was quite a bit of stuff at Beach Sweep and the lot was empty by about 9:45.

WEDNESDAY AUG. 7th.

OMG!! Biggest wind we've ever seen here at the ES. Definitely spectacular from the beach.....spectacular jumps, tricks and crashes! Many were blown off the water and many were exhausted after their session. There was a posse of about 12 kids out surfing the waves all afternoon at the East end of the bay. They were pretty cute! We had lots of 'no jibing or kiting in the bay'. We had quite a bit of stuff at Beach Sweep and the lot cleared by 9:30. 😊

THURSDAY AUG. 8th.

Another BIG WIND day.....although 'not quite' as big as yesterday. Just the usual education.....dog leashing, over-length parking, curb parking, trainer kite flying. Beach Sweep was pretty large again. Lot emptied by 10:00 ish.

FRIDAY AUG. 9th.

Finally.....reasonable wind. 😊. Everybody must have been wind starved because we parked out by 2:30. Just some kite rigging area and over-length parking education. Went to The Dalles for the Car Cruise Night. Came back about 8:30 in the WORST RAIN STORM EVER!!! The beach looked clear as we drove to the RV. We had a couple of items that had been turned in earlier though. The lot was empty before 9:30. The Lightning show was spectacular!!! 😊

SATURDAY AUG. 10th.

Quiet in the morning. We were gone from 10:30 - 3:30 to the car show in The Dalles. When we returned the lot was already parked out. We had some kite area rigging education and redirected one person flying a trainer kite on the lawn, letting them know that the cleaner air was on the Sandbar. Beach Sweep was a few items and we still had one vehicle in the lot when our heads hit the pillow at 9:30. It was gone in the morning.

SUNDAY AUG. 11th.

We did get wind but it was 'ever changing'.....smoothing out a bit much later in the day. The parking lot reached about 80% parking, which was a bit surprising for a Sunday. I expected us to park out. We had some 'no jibing in the bay' education, but that was about it. 😊. Only 1 item at Beach Sweep. We moved over to the Jensen Lot around 10:00 so that we wouldn't have to move early Monday morning. .

Sent from my iPad



741 Boston Post Road, Suite 200, Guilford, CT 06437
 (203) 453-6800 • (203) 453-0417 Fax
 www.americancruiselines.com

August 13, 2019

Ms. Daryl Stafford
 Marina & Waterfront Manager
 Port of Hood River

Dear Daryl,

We have enjoyed our relationship with Hood River over the years and would like to find ways to continue to grow together. American Cruise Lines now operates 3 ships on the Columbia River and has additional ships under construction in Maryland. As we grow, the ability to operate consistent schedules with solid port infrastructure is increasingly important. We are working to identify towns that would like to grow their tourism sector along with us.

An improved docking facility in Hood River would solve many of the operational challenges we currently face and would allow us to schedule dockings more frequently and consistently. We could then also work much more closely with local vendors and shops to maximize our economic impact. Next year we would be able to visit Hood River 100 times and expect that to grow as new ships are built.

Attached to this letter are two sketches which we believe propose viable docking arrangements in Hood River. We believe that Concept 1, near the Event Site, would be particularly beneficial to the community as it creates a public access pier and viewing platform near the windsurfers and kiteboarders. Concept 1 also keeps the environmental impact to a bare minimum as it relies on existing under-utilized port infrastructure.

We would be happy to discuss these concepts with you, the port, and the town. I hope we can work together to make one of these a reality.

Sincerely,

Charles B. Robertson
 Vice President



North America's
 Leading River Cruise
 Company



American Cruise Lines
 Best in US & Canada



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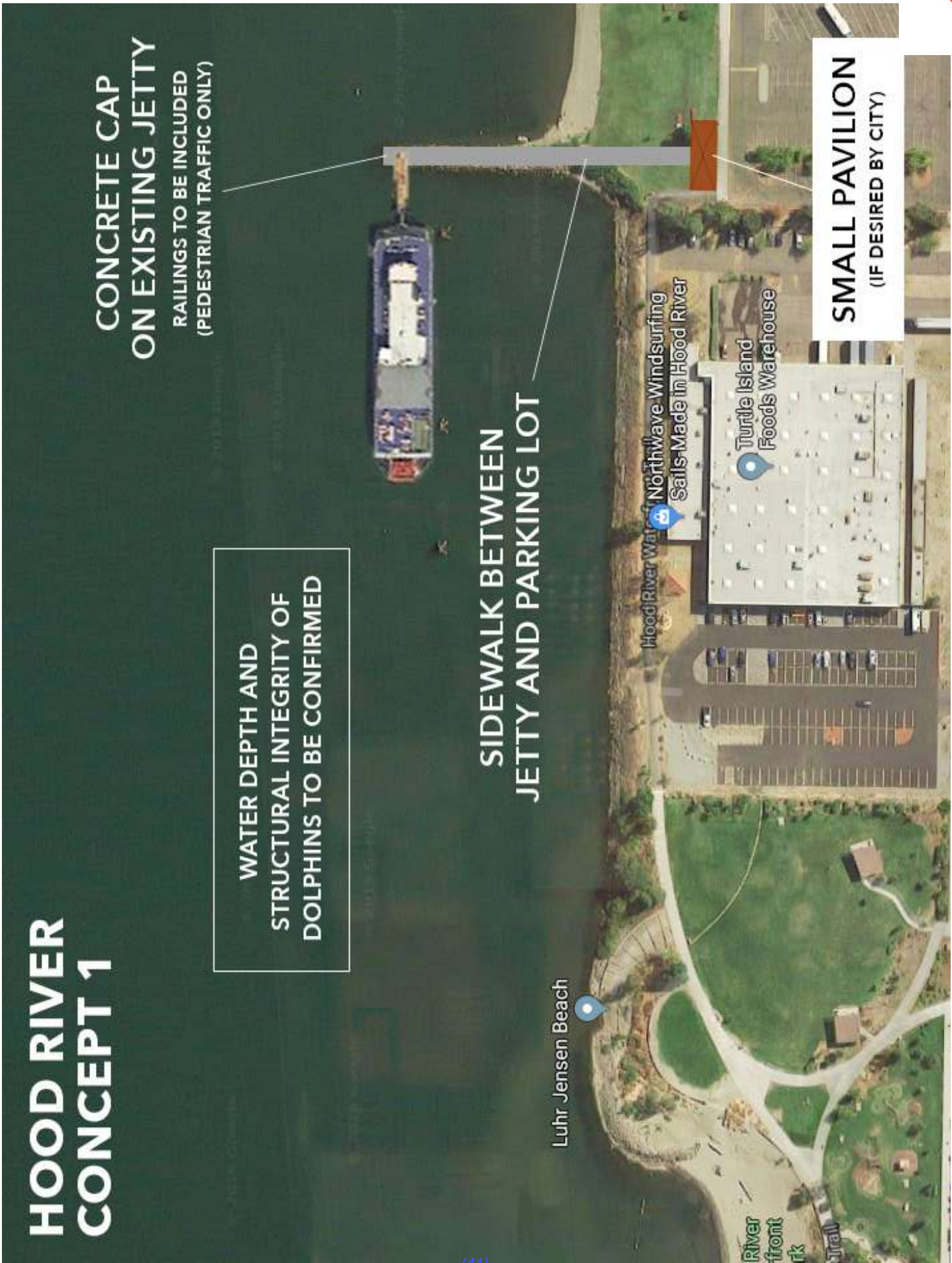
HOOD RIVER CONCEPT 1

CONCRETE CAP
ON EXISTING JETTY
RAILINGS TO BE INCLUDED
(PEDESTRIAN TRAFFIC ONLY)

WATER DEPTH AND
STRUCTURAL INTEGRITY OF
DOLPHINS TO BE CONFIRMED

SIDEWALK BETWEEN
JETTY AND PARKING LOT

SMALL PAVILION
(IF DESIRED BY CITY)





HOOD RIVER CONCEPT 2

Commission Memo

Prepared by: Michael McElwee
Date: August 20, 2019
Re: Executive Director 19/20 Work Plan



Attached are tracked and clean versions of the Executive Director's FY 19/20 Work Plan. This Work Plan was reviewed at the Commission meeting on August 6. I have incorporated comments received from Commissioners and it is ready for final review and approval.

RECOMMENDATION: Approve Executive Director's FY 19/20 Work Plan.

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**EXECUTIVE DIRECTOR
FY 18/19
WORK PLAN**
COMMISSION APPROVAL: 8/20/19

Action:	Expected Completion	Completion
I. AGENCY-WIDE MANAGEMENT		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth.	10/15/19	
2. Update the 2014 Strategic Business Plan including a "Fiscal Sustainability Financial Model" anticipating the projected financial and operational performance of the Port assuming different bridge replacement timeframesassumptions .	4/15/20	
3. Select and install an appropriate software programs to efficiently manage Port properties and projects.	_____6/30/20	
4. Evaluate the potential to enhance operational efficiencies through collaboration with Hood River Valley Parks & Recreation if approved by the Commission.	11/1/19	
II. REAL ESTATE DEVELOPMENT & PLANNING		
<i>Goal: Create significant, positive momentum toward development of the Port's Real Estate Portfolio consistent with community objectives and Commission direction.</i>		
1. Work with the Commission to obtain specific approval _____ 109/10/19 of near-term ext real estate development acquisition and/or development priorities, assuming post-bridge cash flow is a primary test of project viability .	109/10/19	
2. Evaluate options for implementation of Expo Phase II Based on existing DDA with Key Development.	10/30/19	
3. Resolve Port role and financial participation in the plan to re-route the downtown /waterfront storm line.	6/30/20	
4. Confluence Business Park (Lot #1)		
A. Prepare a strategy for phased implementation of Infrastructure with and without availability	10/1/19	

of tax increment financing.

- | | | |
|----|--|----------|
| B. | Seek City approval for an extension of the Preliminary Subdivision Plan. | 11/15/19 |
| C. | Update the Waterfront traffic model to determine aggregate impacts of recent waterfront development. | 12/1/19 |
| D. | Prepare a Disposition and Development Policy for Commission review and discussion. | 4/1/20 |
| E. | Prepare a City/Port Public Improvement Development Agreement for Commission review. | 5/15/20 |
| 6. | Lower Mill Site | |
| A. | Prepare final DDA with Wy'East Laboratories for Commission approval. | 12/15/19 |
| B. | Complete construction of access driveway | 10/31/19 |

III. WATERFRONT RECREATION

Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.

- | | | |
|------|--|----------------|
| 1. | Work with OSMB to reach agreement on approach for long-term upgrades to the Transient Boat Dock area. | 12/15/19 |
| 2. | Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2020. | 1/30/20 |
| 3. | Prepare final plans for upgrades to the Event Site Restroom Block and construct upgrades if approved by Commission. | 6/01/20 |
| 4. | <u>Complete engineered plans and install new access ramp and connection for existing docks in the Nichols Basin.</u> | <u>5/1/20</u> |
| 4.5. | Develop and install an integrated signage plan for the Waterfront trail system. | 4/1/20 |
| 5.6. | Obtain Commission approval for updates to Ordinance 24 and the Marina Rules & Regulations. | 11/1/19 |
| 6. | <u>Install new Marina management software.</u> | <u>6/30/20</u> |

IV. BRIDGE/AIRPORT

Goal: Complete significant transportation improvements to enhance site development and economic development objectives.

1. Complete evaluation of the concrete approach ramps and identify a specific scope and schedule for repairs. 1/15/20

2. Complete underwater inspection of piers #8 and #10 and Identify scope and cost of repairs. 12/15/19

2.3. Bridge Replacement

A. Prepare a scope of work and schedule for Implantation of Bridge Replacement Phase II "Pre-Development".

B. Reach 75% completion of the FEIS/NEPA scope being carried out by WSP Engineering. 6/30/20

3.4. Complete construction of the North Ramp (Connect VI) Project. 6/30/20

5. Prepare a "Marketing & Development Strategy" and update the Business Plan for the Ken Jernstedt Airfield. 1/15/20

V. ECONOMIC DEVELOPMENT

Goal: Ensure that the Port's role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.

1. Assess opportunities for collaboration among local public agencies and non-profits through 1:1 interviews. 3/15/20

VI. COMMUNICATIONS & COMMUNITY RELATIONS

Goal: Increase the understanding and awareness of the Port's activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.

1. Update Communications Plan for Commission approval. 10/15/18

2. Prepare a detailed description of the "Community Support Initiative" for Commission discussion. 11/30/18

VII. GOVERNANCE & BOARD COMMUNICATIONS

Goal: Evaluate the Board's governance and communications policies and provide recommendations for improvements.

1. Update the board & staff training policy. 02/1/20

2. Continue to implement the existing plan for regular communication and management updates with Commission President and individual Commissioners. Ongoing

VII. PERSONNEL MANAGEMENT

Goal: Ensure that appropriate personnel policies are in place.

1. Revise/streamline staff performance evaluation forms 2/15/20
2. Complete a modified 360 review of Executive Director performance and present to Personnel Committee. 5/1/20

VII. NEW OR UNPLANNED INITIATIVES

Based on new Commission direction or identified need

**EXECUTIVE DIRECTOR
FY 18/19
WORK PLAN**
COMMISSION APPROVAL: 8/20/19

Action:	Expected Completion	Completion
I. AGENCY-WIDE MANAGEMENT		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth.	10/15/19	
2. Update the 2014 Strategic Business Plan including a “Fiscal Sustainability Financial Model” anticipating the projected financial and operational performance of the Port assuming different bridge replacement timeframes.	4/15/20	
3. Select and install appropriate software programs to efficiently manage Port properties and projects.	6/30/20	
4. Evaluate the potential to enhance operational efficiencies through collaboration with Hood River Valley Parks & Recreation if approved by the Commission.	11/1/19	
II. REAL ESTATE DEVELOPMENT & PLANNING		
<i>Goal: Create significant, positive momentum toward development of the Port’s Real Estate Portfolio consistent with community objectives and Commission direction.</i>		
1. Work with the Commission to obtain specific approval of near-term real estate acquisition and/or development priorities, assuming post-bridge cash flow is a primary test of project viability.	10/10/19	
2. Evaluate options for implementation of Expo Phase II Based on existing DDA with Key Development.	10/30/19	
3. Resolve Port role and financial participation in the plan to re-route the downtown/waterfront storm line.	6/30/20	
4. Confluence Business Park (Lot #1)		
A. Prepare a strategy for phased implementation of Infrastructure with and without availability of tax increment financing.	10/1/19	
B. Seek City approval for an extension of the Preliminary	11/15/19	

- Subdivision Plan.
- C. Update the Waterfront traffic model to determine aggregate impacts of recent waterfront development. 12/1/19
 - D. Prepare a Disposition and Development Policy for Commission review and discussion. 4/1/20
 - E. Prepare a City/Port Public Improvement Development Agreement for Commission review. 5/15/20
6. Lower Mill Site
- A. Prepare final DDA with Wy'East Laboratories for Commission approval. 12/15/19
 - B. Complete construction of access driveway 10/31/19

III. WATERFRONT RECREATION

Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.

- 1. Work with OSMB to reach agreement on approach for long-term upgrades to the Transient Boat Dock area. 12/15/19
- 2. Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2020. 1/30/20
- 3. Prepare final plans for upgrades to the Event Site Restroom Block and construct upgrades if approved by Commission. 6/01/20
- 4. Complete engineered plans and install new access ramp and connection for existing docks in the Nichols Basin. 5/1/20
- 5. Develop and install an integrated signage plan for the Waterfront trail system. 4/1/20
- 6. Obtain Commission approval for updates to Ordinance 24 and the Marina Rules & Regulations. 11/1/19

IV. BRIDGE/AIRPORT

Goal: Complete significant transportation improvements to enhance site development and economic development objectives.

- 1. Complete evaluation of the concrete approach ramps and identify a specific scope and schedule for repairs. 1/15/20
- 2. Complete underwater inspection of piers #8 and #10 and Identify scope and cost of repairs. 12/15/19
- 3. Bridge Replacement
 - A. Prepare a scope of work and schedule for

Implantation of Bridge Replacement Phase II
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Goal: Ensure that appropriate personnel policies are in place.

1. Revise/streamline staff performance evaluation forms 2/15/20
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VII. NEW OR UNPLANNED INITIATIVES
Based on new Commission direction or identified need

Commission Memo



Prepared by: Michael McElwee
Date: August 20, 2019
Re: HRT Security
Contract Amendment #3

At the October 16, 2018 meeting the Commission approved a three-month contract with HRT Security Services ("HRT") to provide surveillance, monitoring, and enforcement services during overnight hours at various locations on the waterfront.

At the February 5, 2019 meeting the Commission approved Amendment No. 1 to continue HRT's services through June 30, 2019. On June 18, 2019 the Commission approved Amendment No. 2 extending the contract through June 30, 2020.

Because HRT is representing the Port in various interactions with waterfront businesses, tenants, the public, and the Hood River Police, General Counsel Jerry Jaques recommends that the contract be modified to clarify the description of Port waterfront property where HRT security patrols occur, and the definition of services provided. Amendment No. 3 incorporates those recommended changes.

RECOMMENDATION: Authorize Amendment No. 3 to Contract with Kenton Chandler dba HRT Security Services.

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**AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT
(HOOD RIVER SECURITY - PATROL SERVICES)**

RECITAL: This Amendment No. 3 to the Personal Services Contract between Kenton Chandler dba Hood River Security (formerly known as HRT Security Patrol Services) dated October 29, 2018, as amended by Amendment No. 1 dated February 5, 2019 and amended by Amendment No. 2 dated June 18, 2019 (“collectively “Contract”), changes the description of Port waterfront property where Patrol Services occur and supplements the definition of Patrol Services.

AGREEMENT:

1. Patrol Services will occur on Port owned waterfront area property not leased to a third party generally described as bounded on the south by the northern boundary of I-84, on the east by the east side of the approach road to the Port’s interstate bridge, on the north by the northern shore of Port owned land abutting the Columbia River and on the west by the western shore of Port owned land abutting the Columbia River including the upland “Hook” area (“Premises”).
2. Contractor is authorized by the Port Commission to exercise lawful control of the Premises to perform Contract services. Contractor is designated by the Port Commission as a “person in charge” of the Premises as defined in ORS 164.205 (5), who may direct a person to leave the Premises and cause a person to be charged with criminal trespass if the person fails or refuses to comply with Contractor’s request.

DATED: _____, 2019

HOOD RIVER SECURITY

PORT OF HOOD RIVER

Kenton Chandler, Owner

Michael McElwee, Executive Director

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Commission Memo

Prepared by: Anne Medenbach
Date: August 20, 2019
Re: Contract for Lower Mill Grade and Pave



An Invitation to Bid on the Lower Mill Grading & Paving project was issued August 6. The project scope includes: fill in the wetland per the DSL permit, bring the site up to grades, install and connect a drainage ditch, grade the site to construction grades and pave the access road to lots 1017, 1101 and 902. The budgeted amount for this project is \$260,000. The engineers estimate is \$299,000 including a 5% contingency. There is a \$30,000 item in the Lower Mill budget for Due Diligence, and staff recommends utilizing this amount to cover any bid overage.

There was a mandatory walk-through on August 15 with six companies in attendance. Bids are due on August 20th at 2:00 PM. Staff will have determined the lowest responsive and responsible bidder by the time of the Commission meeting at 5:00. At that time, staff will request the Commission approve an Intent to Award Contract with the Bidder in a Not to Exceed amount and barring no bid protests. That protest period is 7 days from the Notice of Award.

This project has a 40-day work window, completing November 1. It is imperative to award the contract and move forward, with work commencing September 9. If there are bid protests, then staff will bring the contract back to the Commission on September 10. This is not anticipated.

Staff will provide the Commission with an updated memo at the August 20 meeting showing the bid results and the contract amount. The contract is in the Invitation to Bid, included in this packet.

RECOMMENDATION: Recommended action will be provided at the meeting.

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Lower Mill Grading and Paving Project

August 6, 2019

PORT OF HOOD RIVER

1000 E. PORT MARINA DRIVE
Hood River, Oregon 97031
MICHAEL S. MCELWEE
EXECUTIVE DIRECTOR

Engineer: **HRK Engineering and Field Services**

Carlos Garrido
489 N. 8th Street, Suite 201
Hood River, OR 97031
Telephone: (541) 386-6480

Owner: **PORT OF HOOD RIVER**

1000 E. Port Marina Drive
Hood River, Oregon 97031
Telephone: (541) 386-1645
Fax: (541) 386-1395
porthr@gorge.net
www.portofhoodriver.com

Lower Mill Grading and Paving Project

Bid Solicitation

Table of Contents

PART 1	Schedule	Page 3
PART 2	Invitation to Bid	Page 5
PART 3	Instructions to Bid (ITB)	Page 7
PART 4	Bid Proposal Bid Sheet Contractor Registration Form First Tier Subcontractor Disclosure Form	Page 15
PART 5	Bid Bond Form	Page 22
PART 6	Performance and Payment Bond	Page 24
PART 7	Certificate of Insurance Form	Page 29
PART 8	General Conditions (A-L)	Page 34
PART 9	Technical Specifications	Page 63
PART 10	Construction Plans (Bound separately and incorporated by reference)	Page 72
PART 11	Port of Hood River Public Improvement Contract	Page 73
PART 12	Regulatory Permits	Page 76

PART 1
SCHEDULE

SCHEDULE

Invitation to Bid Advertised	August 6, 2019-August 14, 2019
Mandatory Pre-Bid Walk Through	August 15, 2019, 2 P.M PDT
Bids Due	August 20, 2019, 2 P.M. PDT
Bid Opening	August 20, 2019, 2 P.M. PDT
First-Tier Subcontractor Disclosure Form Due	August 20, 2019, 4 P.M. PDT
Notice of Intent to Award Issued	August 21, 2019
Protest Deadline	August 28, 2019
Award of Contract	August 29, 2019
Required Documents Due from Awarded Contractor (Including bonding and insurance)	September 6, 2019
Substantial Completion	November 1, 2019
Final Completion	November 15, 2019

PART 2
INVITATION TO BID

Invitation to Bid Lower Mill Grading and Paving Project

The Port of Hood River is requesting bids for Lower Mill Grading and Paving at Hood River, Oregon 97031. This work includes:

1. Grading:
 - a. Excavate unsuitable material from wetland
 - b. Place structural fill to proposed grades
 - c. Grade site to proposed contours
 - d. Locate existing culvert and create drainage path
 - e. Install rip rap at bottom of ditch
2. Paving:
 - a. Remove unsuitable road material
 - b. Import and install base rock to speck
 - c. Pave with approx. 305 ton of hot mix AC
 - d. Reshape existing ditch
 - e. Install road markings as specified

This is a Prevailing Wage project subject to ORS 279C.800 to 279C.870.

Beginning Tuesday, August 6, 2019, a complete solicitation document, including scope of work, sample contract, and design specifications, may be examined or purchased during normal business hours at:

Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031

There will be a \$15 nonrefundable charge for each printed copy of the solicitation document. The document can also be viewed or printed online at <https://portofhoodriver.com/projects/rfp-bid-center/lower-mill-grading-and-paving-project/>. If plans are obtained online, please subscribe to project updates using the registration form at the bottom of the project page. Plan Holders will be notified of any bid addenda by email.

There is a mandatory project walk-through for prospective prime contractors at the work area scheduled on **Thursday, August 15, 2:00 PM the driveway to be paved, on 3331 Neal Creek Mill road, near Odell, OR**. Contractors that do not have an authorized representative attending this walk-through will be considered non-responsive.

Bidders are not required to be pre-qualified under ORS 279C.430.

Bids must be addressed to Michael McElwee, Executive Director, Port of Hood River. Bids must be delivered by **2:00 P.M. PDT on Tuesday, August 20, 2019** the Port office located at 1000 E. Port Marina Drive, Hood River OR 97031. Bids will not be accepted after 2:00 P.M. PDT on Tuesday, August 20, at 2:00 P.M. Bids will be publicly opened in the Port office immediately following the bid deadline.

PART 3
INSTRUCTIONS TO BID

INSTRUCTIONS TO BID

OWNER: Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, Telephone (541) 386-1645, Fax (541) 386-1395, Email porthr@gorge.net, Website www.portofhoodriver.com.

This Invitation to Bid and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes (ORS), and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (OAR). Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules.

DESCRIPTION

Bids are requested to grade a 5.87 acre site in Odell OR and pave the access road to the site. The grading work consists of: fill wetland, grade a 4.85 acre site to specified contours, route a drainage ditch. The paving work consists of: grading, importing base material and paving 16,900 sf of road with 3" of Hot mix AC. This is a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, and addenda.

All questions regarding the project should be directed via email (not phone) to **Anne Medenbach** at amedenbach@portofhoodriver.com. Questions and answers will be posted on the Port of Hood River web page. Each contractor must register on the website www.portofhoodriver.com on the Bid Center page. All updates will be posted on this page and emailed to the plan holders list.

REGULATORY PERMITS

Approval for this project was obtained from State and Federal jurisdictions. Permits are included for reference, and copies must be kept at the job site.

INVITATION TO BID DOCUMENT AVAILABILITY

A complete solicitation document may be examined or obtained (\$15.00) during normal working hours at the Port office, 1000 E. Port Marina Drive, Hood River, Oregon after 2:00 P.M. PDT on Thursday, September 24, 2018 or by calling the Port Office (541)386-1645. Plans will be available to download at the Port of Hood River website project page at: <https://portofhoodriver.com/projects/rfp-bid-center/lower-mill-grading-and-paving-project/>

SOLICITATION LAW AND RULES

This ITB and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

BRAND NAME USAGE:

Any brand name listed in the specifications without an "or approved equal" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the product as long as they are equal to or better than the product brand named, and the brand name listed is not mandated pursuant to a brand name exemption.

Any brand name listed in the specifications with an "or approved equal" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

The Owner's Representative shall determine, in its sole discretion, whether a product is "or approved equal."

Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing during the bidding process detailed in the following section and the brand named is not mandated pursuant to a brand name exemption.

SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME/PRODUCT SUBSTITUTION

If a Bidder finds discrepancies in, or omissions from the plans, specifications or Contract documents, or has doubt as to their meaning, the Bidder shall at once notify the Owner. The Owner will then investigate and determine if an Addendum will be issued.

Bidders may, in writing, request brand approval, requests for substitutions, requests for clarifications, requests for change, Bid protest. The Owner must receive this written protest or request no later than five (5) calendar days prior to the Bid Closing date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the Bid specifications or contract terms. Envelopes containing Bid protests shall be marked as follows: "Contract Provision Request for Change" or "Contract Provision Protest", and Solicitation Document Identification Project Title.

Clarifications, whether verbal, in writing, or included in an Addendum or Addenda as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the Owner determines should be handled by formally amending the ITB, the Owner will do so only by announcing such a change in an Addendum or Addenda, not through information identified as a "clarification."

The Owner will promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, the Owner will issue ITB revisions via Addenda made by fax or email and will posted on the Owner's website. A Bidder shall provide written acknowledgement of receipt of all issued Addenda with its Bid.

INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PROVISIONS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY THE OWNER.

Pursuant to OAR 137-049-0250, no protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established above for submitting protests of bid specifications or contract terms.

EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the District may rely, that the bidder is experienced in the uses and interpretation of plans and

specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

BID FORMAT

Sealed Bids must be received in the Port office, 1000 E. Port Marina Drive, or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031 on or before 2 P.M., Tuesday August 20, 2019.

All Bids must be sealed and received prior to the bid closing time and date. All Bids shall be prepared in ink or by computer, but must be signed in ink by an authorized representative of the Bidder. Facsimile Bids will not be accepted.

Required Information shall be submitted on the forms specific in the ITB.

The following forms and schedules shall be completed, signed and included in the bidder package and shall be submitted prior to the Bid Deadline:

- Bid Proposal
- Bid Sheet
- Contractor Registration Form
- Bid Bond Form

The following shall be submitted within two (2) working hours after Closing.

- First Tier Subcontractor Disclosure Form

Alteration and erasures made before Bid submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Bid. Bids, once submitted, may be modified in writing before closing. Modifications made after Offer submissions shall be prepared on Bidder's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior bid. Failure to comply with the provisions of this paragraph shall result in Bid rejection. Nothing in this paragraph shall be construed as allowing the Bidder to alter or otherwise change the form of the proposal, the form of the Contract, the conditions of the Bid, the specifications, and/or plans attached to the Bid documents.

Modifications must be submitted in a sealed envelope marked as follows:

Lower Mill Grading and Paving project
Closing Date
Bidder Legal Name
Oregon CCB #

Bidders may not modify bid after closing.

BID SUBMISSION

All Bid documents requiring signature must be signed in ink by an authorized representative.

Bids must be submitted in a sealed package or envelope. To insure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Lower Mill Grading and Paving project
Closing Date & Time
Bidder Legal Name
Oregon CCB #

Port of Hood River
Attn: Michael McElwee

1000 E. Port Marina Drive
Hood River OR 97031

BID WITHDRAWAL

Bids may be withdrawn in writing submitted on the Bidder's letterhead, signed by an authorized representative, and received by the Owner prior to closing. Offer withdrawals submitted in writing must be labeled as such and contain the Project Name.

Bids may be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Bidder. Signature confirmation of withdrawal may also be required.

CLOSING AND OPENING?FIRST TIER SUBMITTAL

Bids will be received until 2:00 PM PDT on Tuesday, August 20, 2019 where they will be immediately opened publicly and read aloud. Award decisions will not be made at Bid opening.

Bids received after 2:00 PM PDT on Tuesday, August 20, 2019 will be non-responsive and not be opened.

First Tier subcontractors disclosure forms must be returned within two (2) working hours after closing, at the Port of Hood River office, 1000 E. Port Marina Drive, Hood River, Oregon. Failure to comply with this requirement shall result in rejection of the Bid as non-responsive.

Prior to the Intent to Award Announcement, the Port of Hood River may post preliminary bid results on its website www.portofhoodriver.com. Such postings are preliminary and are not final until all submission materials are validated.

BID ACCEPTANCE

A Bid is a firm offer, irrevocable, valid and binding on the Bidder for not less than thirty (30) calendar days from the closing date.

The Port of Hood River may request, orally or in writing, that Bidders extend, in writing, the time during which the Port of Hood River may consider their Bid. If a bidder agrees to such extension, the Bid shall continue as a firm Bid, irrevocable, valid and binding on the Bidder for the agreed-upon extension period.

METHOD OF AWARD

The responsiveness and responsibility of Bidders and their proposed Subcontractors will be considered in making the award.

Base Bid, and alternates (if applicable), unless modified by addendum. The Port reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Port. The bidder shall bid on all alternates and additives set forth in the proposal forms unless otherwise specified.

Award will be made to the lowest responsive and responsible bidder.

BID EVALUATION CRITERIA

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to OAR 137-049-0390). Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Bidder's Bid or any Contract awarded pursuant thereto.

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the Port of Hood River may waive minor informalities and irregularities.

Prior to award of a contract, the Port of Hood River will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS

279C.375(2)(b) and OAR 137-049-0390. In doing so, the Port of Hood River may investigate the Bidder and request information in addition to that already required in the ITB, when the Port of Hood River, in its sole discretion, considers it necessary or advisable.

BID SECURITY REQUIREMENTS

A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's or certified check, executed in favor of the Port of Hood River in the amount equal to ten percent (10%) of the total amount of the Bid, shall be submitted with or posted for all Bids as bid security unless the Contract has been exempted from this requirement under ORS 279C.390.

If the undersigned fails to (1) execute the contract, (2) furnish a Performance and Payment Bond, or (3) furnish the certificates of insurance within ten (10) calendar days of the written Notice of Intent-to-Award a Contract, then the Port of Hood River may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

PROCESSING OF BIDS

Neither the release of Bid Security, nor acknowledgement that the selection process is complete (whether by posting of a bid tabulation sheet, issuance of Notice of Intent to Award, or otherwise), shall operate as a representation by the Port of Hood River that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

WITHDRAWAL OF BID ITEMS

The Port of Hood River reserves the right to withdraw Bid items. The deletion of one or more bid items will not affect the method of award.

REJECTION OF BIDS

The Port of Hood River may reject all Bids for good cause upon finding that it is in the public interest to do so.

The Port of Hood River may reject a particular Bid for any reason listed under OAR 137-049-0440.

INTENT-TO-AWARD ANNOUNCEMENT

The Port of Hood River reserves the right to announce its Intent-to-Award prior to formal Contract award by posting the tabulation sheet of Bid results on the Port of Hood River website, or by letter or fax. The Intent-to-Award Announcement shall serve as notice to all Bidders the Port of Hood River intends to make an award.

PROTEST OF INTENT-TO-AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An Actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

RESPONSE TO INTENT-TO-AWARD PROTESTS

The Port of Hood River will respond in writing to Intent-to-Award protests submitted by adversely affected or aggrieved Bidders. The Port of Hood River may also respond to Intent-to-Award protests submitted by other Bidders for the purpose of clarification. However, any

reponse made by the Port of Hood River is not intended to, and shall not in and of itself constitute, confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an Intent-to-Award, or that the protest was timely filed.

AWARD

After expiration of the seven (7) calendar day Intent-to-Award protest period, and resolution of all protests, the Port of Hood River may proceed with final award. If the Port of Hood River receives only one Bid, the Port of Hood River may dispense with the Intent-to-Award protest period and proceed with award of a Contract.

COMMENCEMENT OF WORK

Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

REVIEW OF AWARDED BID FILES

Awarded Bid files are public records and available for review at the Port of Hood River office by appointment during regular business hours (Monday through Friday, 8am until 5pm).

INFORMATION TO BE SUBMITTED BY APPARENT SUCCESSFUL BIDDER

The apparent successful Bidder shall provide all required proof of insurance to the Port of Hood River within ten (10) calendar days of notification of the Intent-to-Award. Failure to present the required documents within ten (10) calendar days may result in Bid rejection. Bidders are encouraged to consult their insurance agent about the insurance requirements as identified in Section G of the General Contract Conditions prior to Bid submission.

Bidders must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to the Port of Hood River that are allowed to provide such insurance under Oregon law.

The successful Bidder shall be required to furnish a Performance and Payment Bond each in the total amount of one hundred percent (100%) of the awarded contract, executed in favor of the Port of Hood River, to ensure faithful performance of the Contract and payment for services and goods.

The apparent low bidder shall provide all required bonding to the Port of Hood River within ten (10) calendar days of notification of Intent-to-Award. Failure to present the required documents within ten (10) calendar days may be grounds for award disqualification.

The apparent successful Bidder, if a Joint Venture/Partnership, shall provide a copy of the Joint Venture Agreement or Partnership Agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a Joint Venture or Partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All Partners and Joint Venturers will be required to sign the Contract awarded.

OREGON PREVAILING WAGES RATES (BOLI REQUIREMENTS)

The Contractor and subcontractors shall comply with all the provisions of 279C.800 through 279C.870, relative to Prevailing Wage Rates. The current (July 1, 2019 for Region 9) Prevailing Wage Rates for Public Works Contract in Oregon subject to the State PWR will apply to this project and can be found at:

<https://www.oregon.gov/boli/WHD/PWR/July%202019/Q%20-%20region%2009%20-7-1-19.pdf>

The work takes place in Hood River County.

FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

Pursuant to ORS 279C.370, Bidders are required to disclose information about certain First-Tier Subcontractors when the Owner estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a First-Tier Subcontractor furnishing labor, or labor and materials, has a Contract value that is equal to or greater than five percent (5%) of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that Subcontract in its Bid submission or within two (2) working hours after Bid Closing:

- a) Subcontractor's name;
- b) Category of work that Subcontractor would be performing;
- c) Dollar value of each Subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to write "NONE" on the Disclosure Form.

The Port of Hood River must reject a Bid if the Bidder fails to submit the disclosure form with this information by the stated deadline.

The Bidder must submit the Disclosure Form required by OAR 137-049-0360 either in its Bid submission or within two (2) working hours after closing.

The Port of Hood River shall obtain, and make available for public inspection, the Disclosure Forms required by OAR 137-049-0360. The Port of Hood River shall also provide copies of the Disclosure Forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Port of Hood River is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

PART 4

**BID PROPOSAL, BID SHEET, CONTRACTOR REGISTRATION FORM,
AND FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

BID PROPOSAL

DATE: _____

**PORT OF HOOD RIVER
1000 E. PORT MARINA DRIVE
HOOD RIVER, OREGON 97031**

PRICE SUBMITTAL:

The Undersigned proposes and agrees, if this Bid is accepted, to enter into an agreement with the Port of Hood River to furnish all Work as specified or indicated herein for the ITB indicated and within the schedule indicated in the Invitation to Bid. Bidder has familiarized itself with the Work and has visited and inspected the site and is familiar with all the field conditions, legal requirements (federal, state, and local laws, ordinances, rules and regulations), and conditions affecting cost, progress and performance of work, and has made such independent investigations as Bidder deems necessary. Bidder has given the Port written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Port is acceptable to Bidder.

BASE BID: Lower Mill Dirt Move

FOR THE LUMP SUM OF: \$ _____ . (\$ _____)

CHANGES TO THE WORK

- A. If adjustments to the work occur, the Bid Sheet will be used for basis of cost adjustment. If quantities are adjusted by more than 25% equitable overhead factor may be applied.

BID ALTERNATIVES:

- A.

The Undersigned agrees, if awarded the Contract, to complete this work not later than:

_____, 20__.

Company: _____ Telephone: _____

Company Address: _____

Email: _____ Fax: _____

Construction Contractors Board Number _____ Expiration Date _____

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the Contract.

By: _____

Signature / Name & Title / Date

BID SHEET

Bid Sheet						
Item number	Specification	Item Description	Unit	Quantity	Unit Cost	Bid Item total
1	210	Mobilization	LS	1		
				Subtotal		
2	280	Errosion Control				
2.1	280.16	Furnish and place silt fence	LF	1562		
2.2	280.16	Furnish and place straw bale barrier	Each	5		
2.3	280.16	Furnish and place construction entrance	Each	1		
				Subtotal		
3	305	Surveying				
3.1		Construction Surveys	Each	4		
				Subtotal		
4	320	Excavation and Grading				
4.1	330	General Excavation	CY	16,350		
4.2	330	Imported Structural fill- wetland	CY	3,840		
4.3	330	Imported Structural fill- General grading	CY	3,450		
4.4	350	Geotextile- Wetland stabilization	SF	37,500		
4.5	390	Install rip-rap in drainage ditch	SF	100		
4.6	330,370	Drainage Ditch-Finish grade	LF	1,000		
				Subtotal		
5	330	Roadway Construction				
5.1	610	Scarification and excavation of existing roadway	SY	1,761		
5.2	350	Furnish and place geotextile	SF	16,900		
5.3	641	Furnish and place 4"-1.5" minus base rock	CY	200		
5.4	641	Furnish and place 2"-3/4 Leveling Course rock	CY	100		
5.5	744	Furnish and place - 3" HMAC	Ton	305		
5.6	876	Furnish and place stop bar	Each	1		
5.7	940	Furnish and place stop sign	Each	1		
				Subtotal		
6		Stormwater/Sanitary Sewer				
6.1	415	Furnish and place Type D Ditch inlet	Each	1		
6.2	445	Furnish and place MP 12" Storm drainage pipe	LF	120		
6.3	415	Extend sanitary clean out	LS	1		
				Subtotal		
7	1030	Permanent Seeding	Acre	1		
				Total		

CONTRACTOR REGISTRATION FORM

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

1. CCB Requirements

All Bidders shall be licensed with the State of Oregon Contractors Board (CCB) prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in Bid Rejection.

All subcontractors participating in the project shall be similarly registered with the State of Oregon Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Construction Contractors Board Number: _____
Expiration Date: _____

2. Asbestos Abatement Licensing Requirements

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

3. Joint Venture/Partnership Disclosure

The Undersigned has authority on behalf of the following entity and is (check one of the following and insert information requested):

- ___ a. A corporation organized and existing under the laws of the State of _____; or
- ___ b. A partnership/joint venture registered under the laws of the State of _____;
If yes, name of the contact person for the partnership/joint venture _____; or
- ___ c. A limited liability corporation (LLC) or limited liability partnership (LLP) under the laws of the State of _____; or
- ___ d. An individual doing business under an assumed name registered under the laws of the State of _____.

4. Addendum or Addenda Acknowledgement

ADDENDA: The Undersigned hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Responsibility Inquiry/ Contractor References

6. Recycled Products

Bidder will comply with the recycled products provision in the Invitation to Bid in accordance with ORS 279A.125. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work as set forth in this document.

7. Residency Information

Bidder is a () Resident Bidder () Non-resident Bidder

If a Resident Bidder, enter your Oregon business address:

If a Non-resident Bidder, enter State of residency: _____

8. Compliance with Tax Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

9. Certification of Drug-Testing Law Requirements

By my signature, I certify that Contractor shall demonstrate that an employee drug testing program is in place.

10. Certification of Compliance with Non-Discrimination Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge, the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

11. Signature of Bidder's Duly Authorized Representative

The Bid must be signed in ink by an authorized Representative of the Bidder. Any alterations or erasures to the bid must be initialed in ink by the undersigned authorized representative.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/She is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, specifications, plans, terms and conditions contained in this Bid document, including all attachments, exhibits, and Addenda, if any, issued.
3. The Bid submitted is in response to the specific language contained in the Invitation to Bid, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Invitation to Bid, or (b) any previously issued Invitation to Bid, if any.
4. The Owner shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all the requirements of the Invitation to Bid.
5. The Owner shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.
6. The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of

Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.

7. The Bid was (1) prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) the contents of this Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bids.
8. Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained this Bid, including all attachments, exhibits and Addendum or Addenda, if any, issued.
9. Bidder will furnish the designated items and/or services in accordance with the Bid specifications, plans, and requirements, and will comply in all respects with the terms of the resulting Contract upon award.
Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
10. All affirmations and certifications contained in sections 6,7,8,9 and 10 are true and correct.

Authorized Signature _____

Title _____

FEIN ID # or SSN # _____

Contact Person: _____

Telephone Number () _____ Fax () _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name _____

Bid Opening Date _____

Name of Bidding Contractor _____

Email Address _____

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

PART 5
BID BOND FORM

BID BOND FORM

Project Name: Lower Mill Dirt Move

We, _____, as "Principal,"
(Name of Principal)

And _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Hood River ("Obligee") the sum of (\$ _____) _____ dollars.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20____.

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

PART 6
PERFORMANCE BOND FORM
PAYMENT BOND FORM

PERFORMANCE BOND FORM

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)* Bond Amount No. 2:* \$ _____

- *If using multiple sureties*

Total Penal Sum of Bond \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20_____.

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND FORM

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1) Bond Amount No. 1: \$ _____
_____ (Surety #2)* Bond Amount No. 2:* \$ _____

- *If using multiple sureties*

Total Penal Sum of Bond \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum to (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Port of Hood River on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20_____.

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PART 7
CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE FORM

This is to certify to: Port of Hood River, 1000 E. Port Marina Drive, Hood River OR 97031
That the following described policy or policies have been issued to:

Name and Address of Insured

Name and Address of Insurance Company

Description of Contract _____

Types of Coverages		Limits of Liability	Policy Number	Expiration Date
1. Workers Compensation		Statutory		
2. Employer's Liability		\$		
3. Comprehensive General Liability		Bodily Injury		Property Damage
	A. Premises & Operations	\$		\$
	B. Blanket Contractual	\$		\$
	C. Independent Sub-Contractors	\$		\$
	D. Products Liability & Completed Operations	\$		\$
4. Comprehensive Automobile Liability (owner, hired, & non-owned)				

Expires 12:01 Standard Time at the address of name insurance stated herein.

*Indicate the following property liability features:

	<u>Yes</u>	<u>No</u>
1. "Broadform" including occurrence and care, custody and control.	___	___
2. Explosion, collapse and underground damage exclusions.	___	___

The insurer agrees that it will notify in writing, _____ of any material change, expiration or cancellation of the above-described policies not less than thirty (30) days before such change, expiration or cancellation becomes effective. It is further agreed the above named owner, his officers, agent (including his engineer) and employees are included as additional named insureds, but only as respects the performance of the above-described contract.

Name of Insurance Company

Authorized Representative

PART 8
GENERAL CONDITIONS (A-L)

PORT OF HOOD RIVER GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

SECTION A General Provisions

DEFINITION OF TERMS

Alternate – One of two or more units of work or groups of bid items, identified separately in the proposal, from which Owner may make a choice between different methods or material of construction for performing the same work.

Architect/Engineer-person appointed by the Port to make drawings and specifications, and to provide contract administration of the Work contemplated by this Contract.

Bid-an offer in connection with an invitation to bid and a proposal in connection with a request for proposals.

Bidder-means an Offeror in connection with an invitation to bid and proposer in connection with a request for proposals.

Change Order-written order issued by the Port's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents.

Claim-means a demand by Contractor for review of the denial of Contractor's initial request for an adjustment of the Contract terms, payment of money, extension of Contract Time or other relief.

Contract- the written agreement between the Port and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

Contract Documents-means the solicitation Documents and addenda thereto, the Port of Hood River Public Improvement Contract, General Conditions, Supplemental General Conditions, if any, the accepted Bid, Plans, Specifications, amendments and change orders.

Contract Period- as set forth in the Contract Documents, means the period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

Contract Price- the total of the awarded Bid amount, as increased or decreased by the price of approved alternatives and change orders.

Contract Time-means any incremental period of time allowed under the Contract to complete any portion of the Work reflected in the project schedule.

Contractor-person awarded the Contract for Work contemplated.

Days-are calendar days, unless otherwise specified.

Direct Costs-means the costs of materials, including sales tax, cost of delivery; cost of labor, including social security, unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

Final Completion-means completion of all requirements under the Contract, excluding Warranty Work, and the final payment and release of retainage.

Force Majeure-means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

Notice to Proceed-the official written notice from the Port stating that the Contractor is to proceed with the Work defined in the Contract Documents.

Offer-a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

Offeror-means a bidder in connection with an invitation to bid and proposer in connection with a request for proposals.

Overhead-those items which may be included in the Contractor's markup and that shall not be charged as Direct Cost of Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman and expenses of the Contractor's office at the job site including expenses of personnel staffing the job site office.

Owner-Port of Hood River.

Owner's (Port's) Authorized Representative-those individuals identified in writing by the Owner to act on behalf of the Owner for this project.

Person-an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

Plans-the drawings which show the location, type, dimensions, and details of the Work to be done under this Contract.

Punchlist-the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

Record Document-means the as-built Plans, Specifications, testing and inspection records, product test data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificates of occupancy, and other documents listed in section B of these General Conditions, recording all services performed.

Solicitation Document-means invitation to bid or request for proposal or request for quotes.

Specification-means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications will generally state the results or products to be obtained and may describe the method and manner of doing the work to be performed.

Subcontractor- a person having a direct contract with the Contractor, or another subcontractor, to perform one or more items of the Work.

Substantial Completion-the date when the Owner accepts in writing the construction, alteration, or repair of the improvement to real property or any designated portion thereof as having reached the state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous days of successful, trouble-free operation.

Substitutions- items that in function, performance, reliability, quality, and general configuration are the same or better than the product specified.

Supplemental General Conditions-those conditions that remove from, add to, or modify these General Conditions.

Work- the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

SCOPE OF WORK

The work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use set forth in the Contract Documents.

INTERPRETATION OF CONTRACT DOCUMENTS

Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract documents are intended to be complimentary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Port of Hood River Public Improvement Contract;
3. The Plans and Specifications;
4. The General Conditions;
5. The Solicitation Document and any addenda thereto;
6. The Accepted Offer.

In the case of an inconsistency between the Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

If the Contractor finds discrepancies in or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or the Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to the Contractor's request for interpretation of Contract Documents will be made in writing by the Owner's Authorized representative within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

It is understood that the Contractor, before submitting a bid, has made careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work.

SECTION B

Administration of the Contract

PORT'S ADMINISTRATION OF THE CONTRACT

The Port's Authorized Representative will provide administration of the Contract as described in the Contract documents (1) during construction, (2) until final payment is due and (3) during the one year period for correction of work. The Port's Authorized Representative will act on behalf of the Port to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the contract. In performing these tasks, the Port may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.

The Port's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Port informed about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the Port against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents.

The Port's Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work.

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Port and Contractor shall endeavor to communicate with each other through the Port's Authorized Representative or designee about matters arising out of or relating to the contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Port's Authorized Representative.

Based on the Architect/Engineer's evaluation of the Contractor's Application for Payment, or unless otherwise stipulated by the Port's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payments in such amounts.

CONTRACTOR'S MEAN AND METHODS; MITIGATION OF IMPACTS

The Contractor shall direct and supervise the Work, using the Contractor's best skill and attention. The Contractor shall solely be responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

The contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

MATERIALS AND WORKMANSHIP

The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

The Contractor is responsible to perform the Work as required by the Contract Documents. Defective work shall be corrected at the Contractor's expense.

Work done and materials furnished shall be subject to inspection and/or observation by the Port's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Port's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

Contractor shall furnish adequate facilities, as required, for the Port's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide facilities and access to their facilities.

The Contractor shall furnish Samples of Materials for testing by the Port's Authorized Representative and include the cost of the Samples in the Contract Price.

PERMITS

The Port has obtained State and Federal permit approvals, hereby made part of the Contract Documents. Contractor shall obtain and pay for all other necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, etc, as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks, or otherwise. Contractor shall give requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits and claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the Port, its properties, officers, employees, and contractors.

COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable:

- i) Title VI and VII of Civil Rights act of 1964, as amended
- ii) Section 503 and 504 of the Rehabilitation act of 1973, as amended
- iii) The Health Insurance Portability and Accountability Act of 1996
- iv) The Americans with Disabilities Act of 1990, as amended
- v) ORS Chapter 659A, as amended
- vi) All regulations and administrative rules established pursuant to the foregoing laws
- vii) All other applicable requirements of federal and state civil rights and rehabilitations statues, rules and regulations.

Port's performance under the Contract is conditioned upon the Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations; and

- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women, or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110)
- (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by tax, regulation, or this Contract when performing the Work.

Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at any time they submit their bids to the Contractor.

Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of those rules by calling the center at (503)232-1987.

Failure to comply with any or all of the requirements set forth here shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

INSPECTION

Port's Authorized Representative shall have access to the Work at all times.

The Port's Authorized Representative at its discretion will make inspection of Work. The Port's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Port's Authorized Representative, shall be removed and replaced at the Contractor's expense.

Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Port, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Port's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Port's Authorized Representative may be present for such procedures. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Port's Authorized Representative.

Work done or materials used without inspection or testing by the Port's Authorized Representative may be ordered removed at the Contractor's expense.

If directed to do so at any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done with sufficient notice to Port's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.

If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs necessary by such failure, including those of repeated procedures and compensation for the Port's Authorized Representative and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

ACCESS TO RECORDS

Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record filed changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Port's Authorized Representative access thereto.

Contractor shall retain and the Port and its duly Authorized Representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including record pertaining to Overhead and indirect costs, for the purpose of audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Port and/or its agents shall continue to be provided full access to the records during litigation.

WAIVER

Failure of the Port to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Port of the right to such performance in the future nor the right to enforce any other provision of this Contract.

SUBCONTRACTS AND ASSIGNMENT

Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Port thereunder, unless,

- (1) the same are clearly inapplicable to the subcontractor at issue because of legal requirements or industry practices, or
- (2) specific exceptions are requested by Contractor and approved in writing by Port.

Where appropriate, Contractor shall require each subcontractor to enter in similar agreements with sub-subcontractors at any level.

At Port's request, Contractor shall submit to Port prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Port disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Port's satisfaction. Port's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

Contractor shall not assign, sell or transfer its rights, or delegate its responsibilities under this Contract, in whole or part, without the prior written approval of the Port. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to this Contract and their respective permitted successors and assigns.

PORT'S RIGHT TO DO WORK

Port reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of others in an acceptable manner and perform it in proper sequences to that of the others. The Port's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, Port's Authorized Representative will establish work priority (including the Work), which generally will be in the sequence that the contracts were awarded.

OTHER CONTRACTS

In all cases and at any time, the Port has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Port in the manner described above.

LITIGATION

Any claims between Port and Contractor that arises from or related to this Contract and that is not resolved through the Port contract review board shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County.

ALLOWANCES

The contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Port may direct.

Unless otherwise provided in the Contract Documents:

- a. When finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- b. Contractor's cost for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- c. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section (b) and (2) changes in Contractor's costs under this Section.
- d. Unless Port requests otherwise, Contractor shall provide to Port a proposed fixed price for any allowance work prior to its performance.

SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Design Build requirements apply. The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Port's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Port reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- a. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- b. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- c. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Port or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been executed by Port authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

If any errors or omissions appear in the drawings, specifications or other documents the Contractor shall, immediately and before proceeding with that portion of the work affected, notify Owner or such error or omission. Should the Contractor proceed with erroneous work without giving notice, Contractor shall be responsible for errors and make required corrections without additional cost to Owner.

SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Port, after evaluation by the Port's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently becomes apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Port or Port's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Port.

FUNDS AVAILABLE AND AUTHORIZED

Port reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Port's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Port's Services performed after the last day of the current biennium is contingent on Port receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Port, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

NO THIRD PARTY BENEFICIARIES

Port and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C Wages & Labor

MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents.

Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

INTENT TO PAY PREVAILING WAGE

Approved Intent to Pay Prevailing Wage statements shall be provided to Owner prior to first pay application.

PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

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

The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

Pursuant to ORS 279C.845(7), the Port shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by previous paragraphs. The Port shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

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

In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Port to the Commissioner at the time Port enters into the Contract.

PROMPT PAYMENT AND CONTRACT CONDITIONS

Pursuant to ORS 279C.505 and as a condition to Port's performance hereunder, the Contractor shall:

- Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- Not permit any lien or claim to be filed or prosecuted against the Port on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Port, or assign any sums due by Port, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Port.
- Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Demonstrate that an employee drug testing program is in place as follows:
 - (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1.) A written employee drug testing policy,
- (2.) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3.) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

- (1.) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or
- (2.) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

Pursuant to ORS 279C.515, and as a condition to Port's performance hereunder, Contractor agrees:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Port may pay the claim and charge the amount of the payment against funds due or to become due to Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from Port or a contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from Port or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract shall contain a similar clause.

Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by Port under the Contract;
- (b) An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) days after receipt of payment from Port, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier

Subcontractor did not receive payment from Port or Contractor when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ORS 279C.515(2).

- (c) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Port's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such service and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

HOURS OF LABOR

As a condition to Port's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference. Contractor shall give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work. Pursuant to ORS 279C.520 and as a condition to Port's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any day of forty (40) in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday, or
- (b) For all overtime in excess of ten (10) hours a day or forty hours (40) in any one week when the work week is four consecutive days Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holidays specified in ORS 279C.540.

This section will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This section shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D

Changes in Work

CHANGES IN WORK

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Port's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this conditions and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Port's Authorized Representative may at any time, without notice to sureties and

without impairing the Contract, require changes consistent with this section. All Change Order Work shall be executed under the conditions of the Contract Document. Such changes may include, but are not limited to:

- (a) Modifications of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Changes in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those made that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under section I, "Termination or Suspension" to follow, Port reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of "Port's Right to Do Work" shall then apply.

Adjustments in compensation shall be made under the conditions following, in which costs for deductive changes shall be based upon Direct Costs adjustments together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Port.

The Port and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Port's option when unit prices or solicitation alternatives were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional work.
- (b) If the Port elects not to utilize the unit pricing, or if in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Work Order. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth following shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Port without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Port upon request, but Port shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then the Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following mark-ups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On labor15%
 On Equipment..10%
 On Materials.....10%

When Change Order Work is invoiced by an authorized subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by such change Order as follows:

\$0.00-\$5,000.00	10%, and then
over \$5,000.00	5%

Payments made to Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Port may establish a maximum cost for Change Order Work under this section which shall not be exceeded for reimbursement without additional written authorization from Port. Contractor shall not be required to complete such Change Order Work without additional authorization.

Any necessary adjustments of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Port's Authorized Representative authorizes Contractor to start the work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation and additional contract time as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If not received within the time limit, Contractor's requests pertaining to that Change Order are barred. The thirty day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order.

If Port's Authorized Representative denies the Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a claim under the Claims Review Process described hereafter in this Section D.

No request or claim by the Contractor for additional cost or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless Port grants a written extension. Contractor shall not delay final payment application for any reason.

DELAYS

Delays in construction include "Avoidable Delays", which are defined in the following section, and "Unavoidable Delays", which are defined in the one after. Found in this section are the effects of Avoidable Delays and Unavoidable Delays.

Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Port that do not necessarily prevent the completion of the whole Work within the Contract Time.

Unavoidable Delays include delays other than Avoidable delays that are:

- (a) Caused by any actions of the Port, Port's Authorized Representative, or any other employee or agent of the Port, or by separate contractor employed by the Port.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Port's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Port's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular contract. If Contractor and the Port's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in previous sections for Change Order Work. If the Port's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under re: *Claims Review Process*. (following section)
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be

construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- a. Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
- b. Daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described earlier in section.
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in previous section.

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this section for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under previous section, Contractor shall submit a written notification of the delay to the Port's Authorized Representative within two (2) days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) days after the cause of the delay has been mitigated, or in no case more than thirty (30) days after the initial written notification, the Contractor shall submit to the Port's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Port's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under the following section, *Claims Review Process*.

If Contractor does not timely submit the notices required under this section, then unless otherwise prohibited by law, Contractor's Claim shall be barred.

CLAIMS REVIEW PROCESS

All Contractor Claims shall be referred to the Port's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Port's Authorized Representative within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) days after the initial Claim, Contractor shall submit to the Port's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by the following section. Unless the Claim is made in accordance with these time requirements, it shall be waived.

The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Port's Authorized Representative. The Port's Authorized Representative and the Port will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or

assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Port.

The Port's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten (10) days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Port in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

The Port's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Port within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the Port shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.

The decision of the Port shall be final and binding unless the Contractor delivers to the Port its requests for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the Port's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through the mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Port and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Port's mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

Unless otherwise directed by Port's Authorized Representative, Contractor shall proceed with the Work while any Claim of Contractor is pending, including a Claim for additional compensation or additional Contract Time resulting from Change Order Work. Regardless of the review period or the final decision of the Port's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Port or Port's Authorized Representative.

SECTION E

Payments

BID SHEET

The contractor shall submit, at least ten (10) days prior to submission of its first application for progress payment for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Port's Authorized Representative, this

schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Port's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Port's Authorized Representative.

APPLICATIONS FOR PAYMENT

Port shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. The Port's Authorized Representative shall approve all payments. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Port shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) days after the receipt of invoice from the Contractor or fifteen (15) days after the payment is approved by the Port's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after receipt of the application for payment from the Contract or fifteen (15) days after the payment is approved by the Port, whichever is the earlier date, but the rate of interest shall not exceed thirty percent (30%). Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Port shall so notify the Contractor within fifteen (15) days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) days of being notified by the Port, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Port and the Contractor.

Contractor shall submit to the Port's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received."

Signed:

Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Port's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Port's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Port as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Port.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.

- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective application for payment.

The Port reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Port's opinion to protect the Port from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) Third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Port is provided by the Contractor;
- (c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Port may issue checks made payable jointly to Port and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under previous sections.
- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) Damage to the Port or another contractor;
- (f) Reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) Failure to carry out the Work in accordance with the Contract Documents; or
- (h) Assessment of liquidated damages, when withholding is made for offset purposes.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in section, *Retainage*. Pending final determination of cost to the Port of changes in the Work, amounts not in the dispute may be included even though the Contract Price has not yet been adjusted by Change Order.
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Port pursuant to previous section, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section, *Retainage*.
- (c) Subtract the aggregate of previous payments made by the Port; and
- (d) Subtract any amounts for which the Port's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

The Contractor warrants to Port that title to all Work covered by an application for payment will pass to the Port no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Port shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

If Contractor disputes any determination by Port's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer back to section, *Payroll Certification: Additional Retainage; Fee Requirements* for this information.

DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

RETAINAGE

Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

Port may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As Work progresses, Port may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after fifty percent (50%) of the Work under the Contract is completed if, in the Port's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and one half percent (97.5%) completed the Port may, at its discretion and without application by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Port shall respond in writing within a reasonable time.

In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Port or in a custodial account or other mutually-agreed account satisfactory to Port, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Port;
- (b) *that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings banks, trust company or savings association for the benefit of Port, with earnings from such account accruing to the Contractor; or*
- (c) that the Port allow Contractor to deposit a surety bond for the benefit of Port, in a form acceptable to Port, in lieu of all or a portion of funds retained or to be retained. Such bonds and any proceeds therefrom shall be made priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Port has accepted the Contractor's election of option (a) or (b), Port may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Port has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainages.

The retainage held by Port shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Port shall pay to Contractor interest at the rate of one and one-half percent (1.5%) per month on the final payment due Contractor, interest to commence thirty (30) days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Port in writing when the Contractor considers the Work complete and Port shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the contractor of Work yet to be performed on the contract. If Port does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by the subsection shall commence to run thirty (30) days after the end of the fifteen (15) day period.

In accordance with the provisions of ORS 279C.560, Port shall reduce the amount of the retainage if the Contractor notifies the controller of the Port that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Port's Authorized Representative, bonds and securities of equal value of a kind approved by the Port's Authorized Representative.

Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent (5%) of the payment, and such

retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection, *Retainage* as apply to Port's retainage from any progress payment due to Contractor.

As provided in subsections under section *Payroll Certification: Additional Retainage; Fee Requirements*, additional retainage in the amount of twenty-five percent (25%) of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by the first subsection of section, *Payroll Certification: Additional Retainage; Fee Requirements*.

FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the Port's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Port's Authorized Representative will inspect the Work, and if acceptable, submit to the Port a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Port will notify Contractor within fifteen (15) days of Contractor's request for final payment. Upon approval of this final estimate by the Port and approval of this final estimate by the Port and compliance by the Contractor with provisions found in the Section titled, *Contract Close Out. 3 Affidavit/Release of liens and claims*, and other provisions as may be applicable; the Port shall pay to the Contractor all monies due under the provisions of these Contract Documents.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Port's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Port that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Port or the Port's property might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Port, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Port, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Port. If a Subcontractor refuses to furnish a release or waiver required by the Port, the Contractor may furnish a bond satisfactory to the Port to indemnify the Port against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Port all money that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F

Job Site Conditions

USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Port's Authorized Representative. Contractor shall follow the Port's Authorized Representative's instructions regarding use of premises, if any.

PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Port's Authorized Representative, Port's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Port, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Port. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Port's Authorized Representative. The Port's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

Contractor shall not enter upon private property without first obtaining permission from the property Port or its duly Authorized Representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and Port and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Port's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Port's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appear, if instructed by the Port's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with the Section titled *Changes in the Work*.

Contractor shall, at its sole expense, provide all traffic control signage, barriers, and flaggers at no additional cost to Owner.

CUTTING AND PATCHING

Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other Contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

CLEANING UP

From time to time as may be ordered by the Port the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Port, the work may be done by others and the cost charged to the Contractor and deducted from payment due to the Contractor.

DISPOSAL OF SURPLUS MATERIALS

No waste site has been provided by Owner for the disposal of excess materials and debris. Debris shall be taken by Contractor to a disposal site approved by Owner. Contractor shall keep site clean, safe and free of debris. Contractor shall dispose of waste materials in an Owner-approved location.

ENVIRONMENTAL CONTAMINATION

Contractor will be held responsible for and shall indemnify, defend (with counsel of Port's choice) and hold harmless Port from and against any costs, expenses, damages, claims, and causes action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of

environmental pollution, including storage, transportation and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section shall limit Contractor's responsibility for obtaining insurance coverage required under section titled *Insurance* of these General Conditions, and Contractor shall take no action that would void or impair such coverages.

Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Port and be performed by properly qualified personnel.

Contractor shall obtain the Port's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in many applicable federal, state, or local statutes, rules and ordinances. Notwithstanding such written consent from the Port, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state or local statutes, rules or ordinances;
 - i. Contractor must have in date spill response kit on the dock or work vessel and assessable at all times.
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the Port, such spills, releases, discharges, or leaks to the Port's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Port. A written follow-up report shall be submitted to the Port within forty-eight (48) hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Port.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

ENVIRONMENTAL CLEAN-UP

Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference section titled *Environmental Contamination*), Contractor shall immediately notify Port of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous Substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Port of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or

encountered if continued to work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Port shall arrange for the proper disposition of such hazardous substance(s).

FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Port may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

SECTION G

Indemnity, Bonding, and Insurance

RESPONSIBILITY FOR DAMAGES/INDEMNITY

Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from the carrying out of Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the PORT, Port's Authorized Agent, its properties, officers, employees, and Architect/Engineer Consultants from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to (a) any damage, injury, loss, expense, inconvenience or delay described here, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either at any time prior to the time the Work is fully completed, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of agreement, representation or warranty of the Contractor contained in the Contract Document or any subcontract, (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140) and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this section.

PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

When the contract price is \$100,000 or more (\$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

Before starting Work, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon laws 2005, chapter 360, and OAR 839-025-0015, unless otherwise exempt from those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Contractors Construction Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

INSURANCE

Worker's Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors

who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or Subcontractors.

Builder's Risk: During the term of this Contract, for new construction the Contractor shall maintain in force, at its own expense, Builder's Risk Insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Such insurance shall be maintained until the Owner has occupied the facility.

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Port. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each aggregate limit shall not be less than \$1,000,000.

Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

Tail Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability for twenty-four (24) months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of final acceptance.

Additional Insured: The liability Insurance coverage, except for the Professional Liability if included, required for this Contract shall include the Port, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

There shall be no cancellation, material change, potential exhaustion coverages without thirty (30) Days' written notice from the Contractor or its insurer(s) to the Port.

As evidence of coverage, Contractor shall furnish the a certificate of insurance to Port prior to Issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law. The certificate will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverages without thirty (30) Days' written notice from the insurer(s) to Port. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self insurance in excess of \$50,000 shall be approved by the Port in writing prior to issuance of a Notice to Proceed and is subject to Port's approval.

Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law.

Jones Act: The contractor must be aware of the requirements of this act and have the necessary maritime insurance in place.

SECTION H

Schedule of Work

CONTRACT PERIOD

Time is of the essence on this contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence work within ten (10) days of Notice to Proceed, unless otherwise directed.

Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

The Port will not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described above.

SCHEDULE

Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Port. The submitted schedule must illustrate Work by significant project components, significant labor trades and long lead times. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly pay application. Acceptance of the schedule by the Port does not constitute agreement by the Port, as to the Contractor's sequencing, means, methods or allocated Contract Time. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after the Contractor's scheduled completion.

WORKING DAYS

Contractor shall complete all physical Contract Work within the number of "working days" stated in the Contract Provisions or as extended by Owner. Every day will be counted as a "working day" unless it is a nonworking day or an Owner-determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the Contract specifically suspends Work, or one of these Owner holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

An unworkable day is defined as a half or whole day Owner declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If Substantial Completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Owner will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the Physical Completion of the Contract; and (3) remaining for the Physical Completion of the Contract. The statement will also show the nonworking days and any half or whole day the Owner declares as unworkable. Within 10-calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Owner, the protest shall be in sufficient detail to enable the Owner to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.

Owner will give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract, but shall not imply Owner acceptance of the Work or the Contract.

Owner will give Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and

2. The Contractor must furnish all documentation required by the Contract and required by law, to allow Owner to process final acceptance of the Contract. The following documents must be received by Owner prior to establishing a Completion Date:
 - a. Certified Payrolls
 - b. Material Acceptance Certification Documents
 - c. Final Contract Voucher Certification

SECTION I

Correction of Work

BEFORE FINAL PAYMENT

The Contractor warrants to the Port that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Port's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Port, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than sixty (60) days for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, the Port shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, without affecting Contractor's obligations the Port may perform such work and Contractor shall reimburse the Port all costs of the same within thirty (30) days after demand.

WARRANTY WORK

Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective work and, unless a longer period is specified, Contractor shall correct all defaults that appear in the work within a period of one year from the date of issuance of the written notice of substantial completion by the Port except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Port shall give the Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Port's demand. If Contractor fails to complete the warranty work within such period as Port determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractors obligations, Port may perform such work and Contractor shall reimburse Port all costs of the same within thirty (30) days after demand.

This provision does not negate guarantees or warranties for periods longer than one year including without limitations such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

In addition to Contractor's warranty, manufacturer's warranties shall pass to the Port and shall not take effect until affected work has been accepted in writing by the Port's Authorized Representative.

The one-year (1) period for correction of Work shall be extended with respect to portions of Work performed after substantial completion by the period of time between substantial completion and the performance of the work, and shall be extended by corrective Work performed by the Contractor pursuant to this section, as to work corrected.

If the Port prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Port may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

Section J

Suspension or Termination of the Work

PORT'S RIGHT TO SUSPEND WORK

The Port and the Port's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Port's Authorized Representative, which are unsuitable for performing the work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

The Port shall notify the Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and shall notify Contractor and its Surety in writing to resume work.

CONTRACTOR'S RESPONSIBILITIES

During the period of suspension, Contractor is responsible to continue maintenance at the project just as if the work were in progress.

COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Port may be due compensation from the other party. If the suspension was required due to acts or omissions of the Contractor, the Port may assess the Contractor actual costs of the suspension. If the suspension was caused by acts or omissions of the Port, the Contractor shall be due compensation which shall be defined under "Changes in Work". If the suspension was required through no fault of the Contractor or the Port, neither party owes the other for the impact.

PORT'S RIGHT TO TERMINATE CONTRACT

The Port without prejudice to any other right or remedy, and after giving Contractor seven (7) Days written notice and an opportunity to cure, terminate the Contract in whole or part under the following conditions:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the US Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Port or Authorized Representative;
- (f) If Contractor is otherwise in material breach of any part of the Contract.

At any time the above occurs, the Port may exercise all rights and remedies available to Port at law or equity, and in addition, Port may take possession of the premises and all of the materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be

entitled to receive further payment until the work is completed. If the Port's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Port.

TERMINATION FOR CONVENIENCE

Port may terminate the Contract in whole or in part whenever Port determines that termination of the Contract is in the best interest of the public.

The Port will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Port with immediate and peaceful possession of the premises and materials located on and off premises for which the Contractor received progress payment. Compensation for Work terminated by the Port under this provision will be paid according to the terms of "Payment of Work." In no circumstances shall Contractor be entitled to lost profits for Work not performed due to termination.

ACTION UPON TERMINATION

Upon receiving a notice of termination, and except as otherwise directed by the Port, Contractor shall immediately cease placing further subcontractors or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Port, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

As directed by the Port, Contractor shall upon termination transfer title and deliver to the Port all record documents, information, and other property that, if Contract had been completed, would have been required to be furnished to the Port.

SECTION K

Contract Close Out

RECORD DOCUMENTS

As a condition of final payment, Contractor shall comply with the following: Contractor shall provide to the Port's Authorized Representative, Record Documents ("Record Drawings;" "As Builts") of the entire project. Record Documents shall depict the project as constructed and shall reflect every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed. Record Documents shall be provided in an electronic format along with paper copies in 24"x36" dimension.

OPERATION AND MAINTENANCE MANUALS

The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufactures, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Port's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Port's Authorized Representative.

AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Port's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to the Port, which states that all subcontractors and suppliers have been paid in full, all disputes with property owners and the Port have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Port's choice) and hold harmless the Port from all claims for labor and materials furnished under this Contract.

COMPLETION NOTICES

Contractor shall provide the Port notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Port and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Port to be valid. The Port shall provide the final signature on the notices. The notices shall take effect on the date signed by the Port.

TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Port's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. The O & M Manuals shall be used as a basis for training.

EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment.

ENVIRONMENTAL CLEANUP

As part of the Final Completion notice, or as a separate written notice submitted with or before the Final Completion, the Contractor shall notify the Port that all environmental pollution clean-up which was performed as part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section E.

CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Port has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of the Port.

OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Port all items issued during construction such as keys and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from Contractor to the Port.

SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L

Legal Relations & Responsibilities

LAWS TO BE OBSERVED

In compliance with ORS 279C.525, there are federal, state, and local agencies of which the Port has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract.

PART 9
TECHNICAL SPECIFICATIONS
Bound Separately

PART 10
CONSTRUCTION DRAWINGS
Bound Separately

PART 11
PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT

**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and _____ ("CONTRACTOR"), shall become effective when this Contract has been signed by both parties and the Port has issued to CONTRACTOR a Notice to Proceed with the Work.

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable bid to construct the Ken Jernstedt Airfield South Parallel Taxiway and Apron Rehabilitation Project on PORT property in Hood River, Oregon 97031 ("Work"); and,

WHEREAS, the parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in the Contract Documents, which by this reference are incorporated herein, including the following:

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Special Provisions
- K) Notice of Intent to Award
- L) Notice to Proceed
- M) Payment of Prevailing Wages Rates
- N) Drawings prepared for/or issued by PORT
- O) Specifications prepared for/or issued by PORT
- P) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

Contract Price:

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR _____ in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Work. No alternates are included.

Contract Dates:

Project Start Date: September 9, 2019
Substantial Completion: October 23, 2019
Final Completion: November 1, 2019 (40 working days)

Liquidated damages

If the CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of \$250.00, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

Representatives

Unless otherwise specified in the Contract Documents, the Port designates Michael McElwee, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named _____ its Authorized Representative to act on its behalf.

Integration

The Contract Documents and this Contract constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on _____, 20__.

CONTRACTOR

By _____

Its Manager _____

PORT OF HOOD RIVER

By Michael S. McElwee _____

Its Executive Director _____

PART 12
REGULATORY PERMITS

Department of State Lands
1645 NE Forbes Road, Suite 112
Bend, OR 97701
☎ 541-388-6112

Permit No.:	<u>60720-RF</u>
Permit Type:	<u>Removal/Fill</u>
Waterway:	<u>Wetland</u>
County:	<u>Hood River</u>
Expiration Date:	<u>April 26, 2020</u>

PORT OF HOOD RIVER

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE REFERENCED APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder must obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action, which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. Employees of the Department of State Lands (DSL) and all duly authorized representatives of the Director must be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
6. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within twenty-one (21) calendar days of the date this permit was issued.
7. In issuing this permit, DSL makes no representation regarding the quality or adequacy of the permitted project design, materials, construction, or maintenance, except to approve the project's design and materials, as set forth in the permit application, as satisfying the resource protection, scenic, safety, recreation, and public access requirements of ORS Chapters 196, 390, and related administrative rules.
8. Permittee must defend and hold harmless the State of Oregon, and its officers, agents and employees from any claim, suit, or action for property damage or personal injury or death arising out of the design, material, construction, or maintenance of the permitted improvements.
9. Authorization from the U.S. Army Corps of Engineers may also be required.

NOTICE: If removal is from state-owned submerged and submersible land, the permittee must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 to 274.940 if you want a transfer of title; public rights to such filled lands are not extinguished by issuance of this permit. This permit does not relieve the permittee of an obligation to secure appropriate leases from DSL, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact Department of State Lands, 541-388-6112.

Kirk Jarvie, Southern Operations Manager
Aquatic Resource Management
Oregon Department of State Lands

Authorized Signature

ATTACHMENT A

Permit Holder: Port of Hood River

Project Name: Lower Mill

Special Conditions for Removal/Fill Permit No. 60720-RF

READ AND BECOME FAMILIAR WITH CONDITIONS OF YOUR PERMIT.

The project site may be inspected by the Department of State Lands (DSL) as part of our monitoring program. A copy of this permit must be available at the work site whenever authorized operations are being conducted.

1. **Responsible Party:** By signature on the application, Michael McElwee is acting as the representative of Port of Hood River. By proceeding under this permit, Port of Hood River agrees to comply with and fulfill all terms and conditions of this permit, unless the permit is officially transferred to another party as approved by DSL.
2. **Authorization to Conduct Removal and/or Fill:** This permit authorizes removal and fill of material in T2N R10E Section 25CA, Tax Lot 902, in Hood River County, as referenced in the application, map and drawings (See Attachment B for project location(s)), with a final date of February 4, 2019 and summarized as follows:

Summary of Authorized Wetland Impacts

Wetland #	Permanent			Temporary		
	Acres	Removal (cy)	Fill (cy)	Acres	Removal (cy)	Fill (cy)
Wetland A	0.86	4,162	5,550	0	0	0
Total:	0.86	4,162	5,550	0	0	0

This permit also authorizes removal and fill activities necessary to complete the required compensatory mitigation. In the event information in the application conflicts with these permit conditions, the permit conditions prevail. See Attachment B for project location(s).

3. **Changes to the Project or Inconsistent Requirements from Other Permits:** It is the permittee's responsibility to ensure that all state, federal and local permits are consistent and compatible with the final approved project plans and the project as executed. Any changes made in project design, implementation or operating conditions to comply with conditions imposed by other permits resulting in removal-fill activity must be approved by DSL prior to implementation.
4. **DSL May Halt or Modify:** DSL retains the authority to temporarily halt or modify the project or require rectification in case of unforeseen adverse effects to aquatic resources or permit non-compliance.
5. **DSL May Modify Conditions Upon Permit Renewal:** DSL retains the authority to modify conditions upon renewal, as appropriate, pursuant to the applicable rules in effect at the time of the request for renewal or to protect waters of this state.

Pre-Construction

6. **Local Government Approval Required Before Beginning Work:** Prior to the start of construction, the permittee must obtain a Industrial Land Use Permit from the Hood River County Community Development.
7. **Stormwater Management Approval Required Before Beginning Work:** Prior to the start of construction, the permittee must obtain a National Pollution Discharge Elimination System (NPDES) permit from the Oregon Department of Environmental Quality (DEQ), if one is required by DEQ.
8. **Pre-construction Resource Area Fencing or Flagging:** Prior to any site grading, the boundaries of the avoided wetlands, waterways, and riparian areas adjacent to the project site must be surrounded by noticeable construction fencing or flagging. The marked areas must be maintained during construction of the project and be removed immediately upon project completion.

General Construction Conditions

9. **Water Quality Certification:** The Department of Environmental Quality (DEQ) may evaluate this project for a Clean Water Act Section 401 Water Quality Certification (WQC). If the evaluation results in issuance of a Section 401 WQC, that turbidity condition will govern any allowable turbidity exceedance and monitoring requirements.
10. **Erosion Control Methods:** The following erosion control measures (and others as appropriate) must be installed prior to construction and maintained during and after construction as appropriate, to prevent erosion and minimize movement of soil into waters of this state.
 - a. All exposed soils must be stabilized during and after construction to prevent erosion and sedimentation.
 - b. Filter bags, sediment fences, sediment traps or catch basins, leave strips or berms, or other measures must be used to prevent movement of soil into waterways and wetlands.
 - c. To prevent erosion, use of compost berms, impervious materials or other equally effective methods, must be used to protect soil stockpiled during rain events or when the stockpile site is not moved or reshaped for more than 48 hours.
 - d. Unless part of the authorized permanent fill, all construction access points through, and staging areas in, riparian and wetland areas must use removable pads or mats to prevent soil compaction. However, in some wetland areas under dry summer conditions, this requirement may be waived upon approval by DSL. At project completion, disturbed areas with soil exposed by construction activities must be stabilized by mulching and native vegetative plantings/seeding. Sterile grass may be used instead of native vegetation for temporary sediment control. If soils are to remain exposed more than seven days after completion of the work, they must be covered with erosion control pads, mats or similar erosion control devices until vegetative stabilization is installed.
 - e. Where vegetation is used for erosion control on slopes steeper than 2:1, a tackified seed mulch must be used so the seed does not wash away before germination and rooting.
 - f. Dredged or other excavated material must be placed on upland areas having stable slopes and must be prevented from eroding back into waterways and wetlands.
 - g. Erosion control measures must be inspected and maintained as necessary to ensure their continued effectiveness until soils become stabilized.

- h. All erosion control structures must be removed when the project is complete, and soils are stabilized and vegetated.
11. **Hazardous, Toxic, and Waste Material Handling:** Petroleum products, chemicals, fresh cement, sandblasted material and chipped paint, wood treated with leachable preservatives or other deleterious waste materials must not be allowed to enter waters of this state. Machinery refueling is to occur at least 150 feet from waters of this state and confined in a designated area to prevent spillage into waters of this state. Barges must have containment system to effectively prevent petroleum products or other deleterious material from entering waters of this state. Project-related spills into waters of this state or onto land with a potential to enter waters of this state must be reported to the Oregon Emergency Response System (OERS) at 1-800-452-0311.
12. **Archaeological Resources:** If any archaeological resources, artifacts or human remains are encountered during construction, all construction activity must immediately cease. The State Historic Preservation Office must be contacted at 503-986-0674. You may be contacted by a Tribal representative if it is determined by an affected Tribe that the project could affect Tribal cultural or archeological resources.
13. **Construction Corridor:** There must be no removal of vegetation or heavy equipment operating or traversing outside the designated construction corridor or footprint (Drawing(s) C4).
14. **Temporary Ground Disturbances:** All temporarily disturbed areas must be returned to original ground contours at project completion.

Payment-in-Lieu

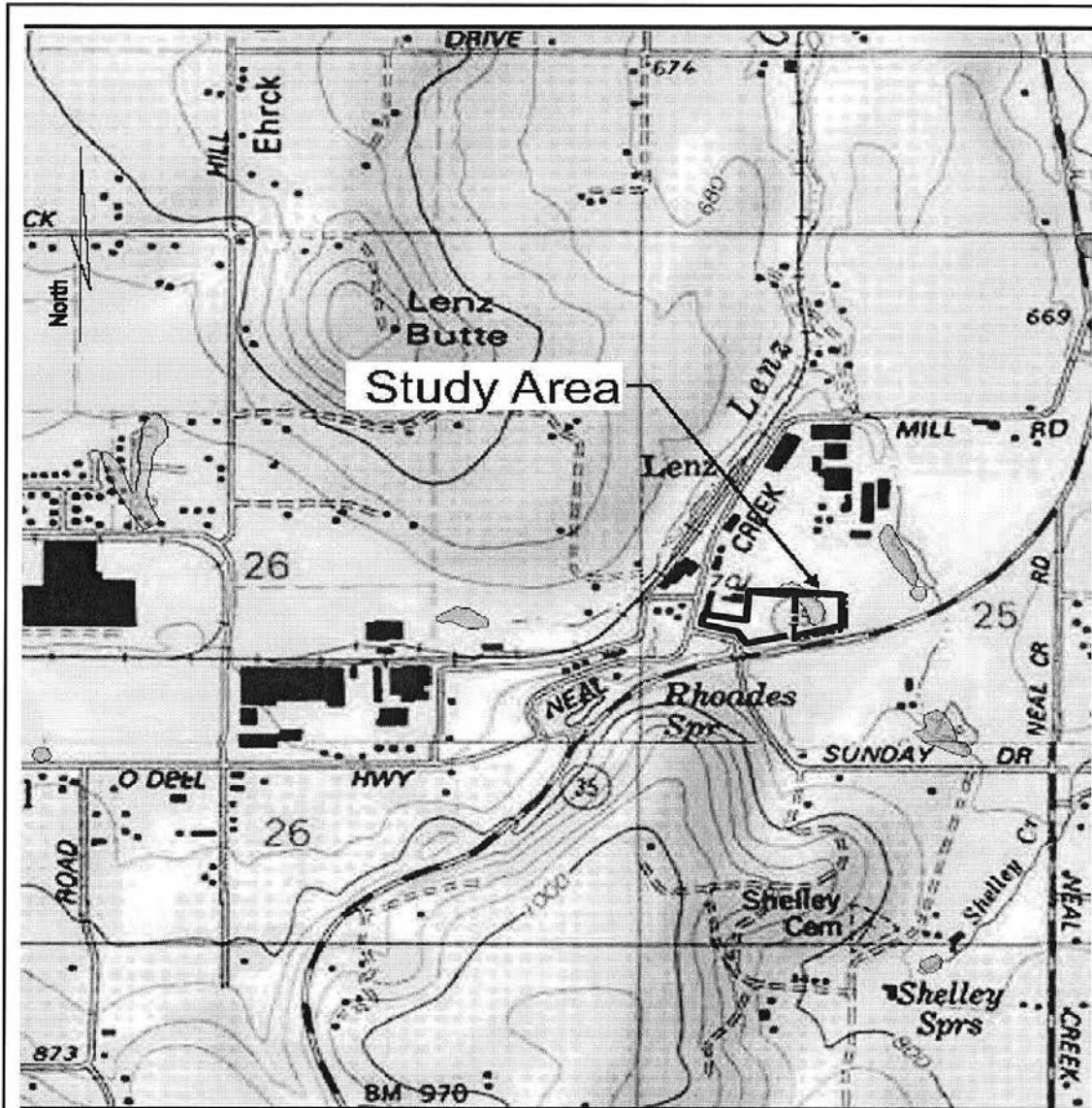
15. **Payment-in-Lieu Mitigation:** Wetland mitigation for the unavoidable loss of 0.86 acres of depressionnal, Palustrine Scrub-shrub (PSS) wetland has been accomplished via payment to DSL's Removal-Fill Mitigation Fund in the amount of \$132,218.57. Once the authorized fill has commenced, the payment is non-refundable.

ATTACHMENT B

Permit Holder: Port of Hood River

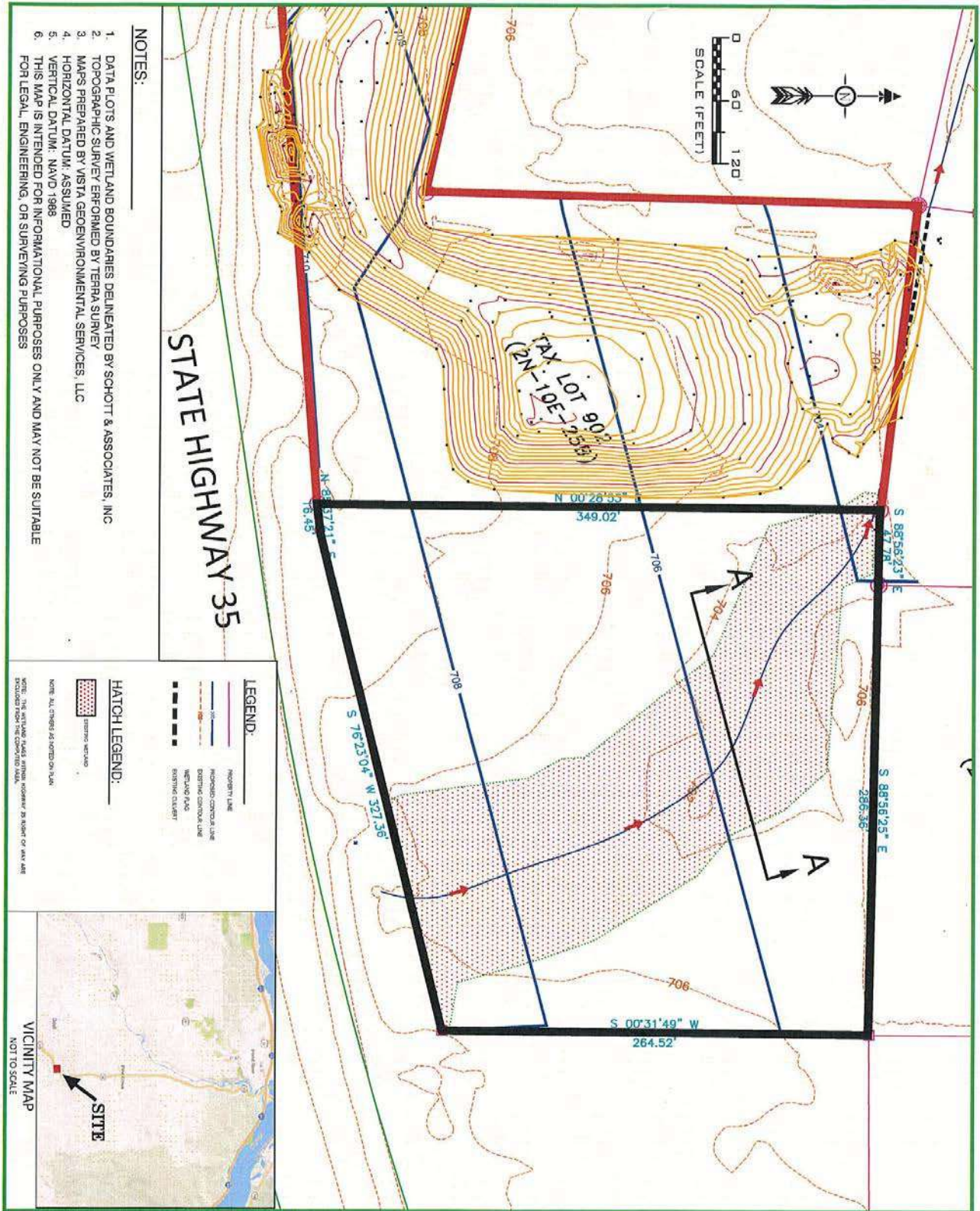
Project Name: Lower Mill

Maps and Drawings for Removal/Fill Permit No. 60720-RF



Site Vicinity map.
Lower Mill Site - Port of Hood River
S&A#2493

Schott & Associates
P.O. Box 589
Aurora, OR. 97002
503.678.6007



- NOTES:**
1. DATA PLOTS AND WETLAND BOUNDARIES DELINEATED BY SCHOTT & ASSOCIATES, INC
 2. TOPOGRAPHIC SURVEY PERFORMED BY TERRA SURVEY
 3. MAPS PREPARED BY VISTA GEOENVIRONMENTAL SERVICES, LLC
 4. HORIZONTAL DATUM: ASSUMED
 5. VERTICAL DATUM: NAVD 1988
 6. THIS MAP IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES

LEGEND:

- PROPERTY LINE
- PROPOSED CENTRAL LINE
- EXISTING CENTRAL LINE
- WETLAND POOL
- EXISTING OUTLET

HATCH LEGEND:

- WETLAND

NOTE: ALL CHANGES AS NOTED ON PLAN

NOTE: THE HATCHED AREA WITHIN INDICATES AN AREA OF AVOIDANCE FOR THE PROPOSED ROAD.



EXISTING & PROPOSED GRADING

Project Number: 60720
Date: 03/22/2018
Drawing Number: C1

PORT OF HOOD RIVER
LOWER HANEL MILL
HOOD RIVER COUNTY, ODELL

VISTA GEOENVIRONMENTAL SERVICES
489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
(541) 386-6480



LEGEND:

- PROPERTY LINE
- PROPOSED FENCE LINE
- PROPOSED SILT FENCE
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- EXISTING CULVERT

HATCH LEGEND:

- EXISTING WETLAND
- PROPOSED WETLAND
- PROPOSED SPHULT

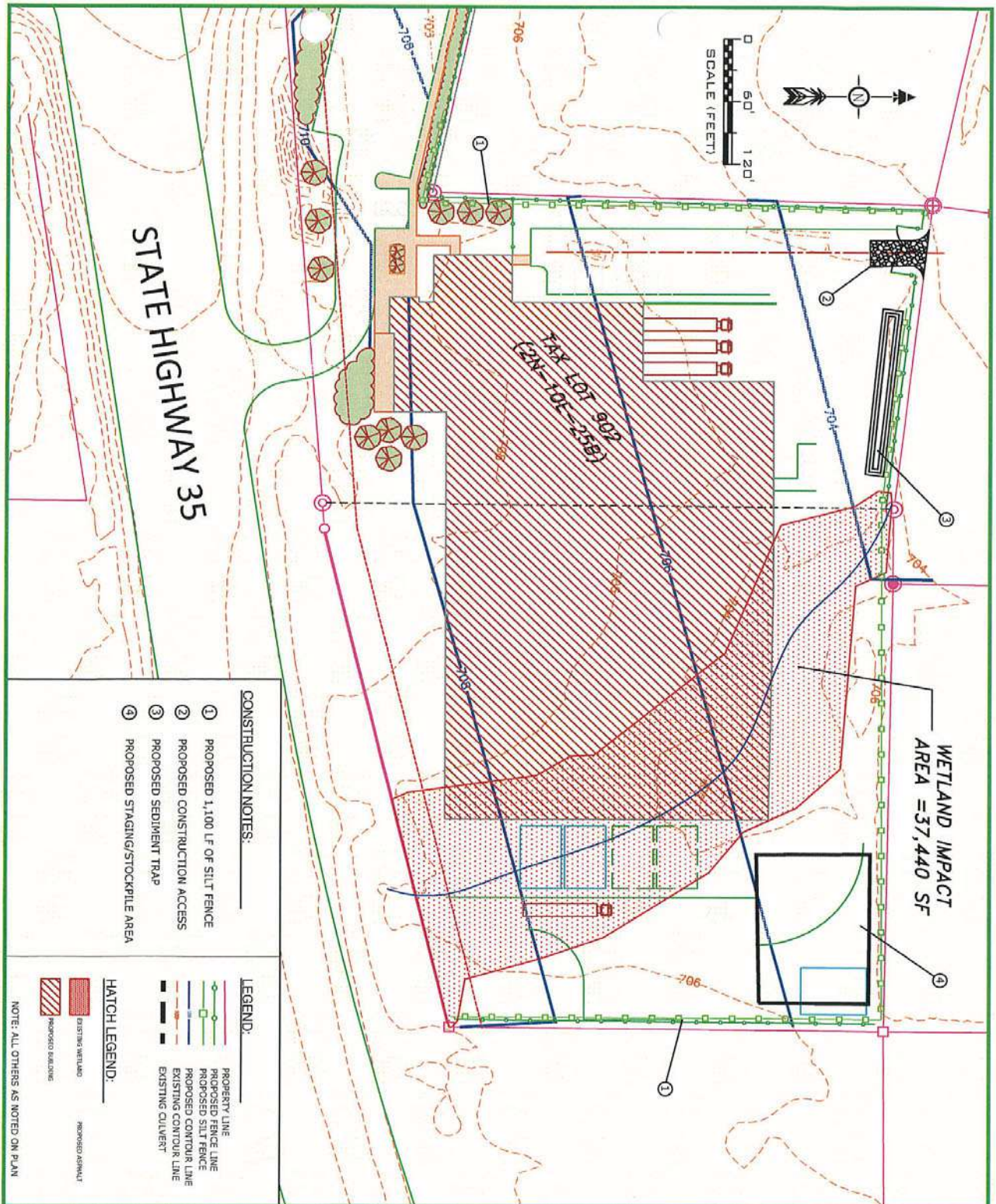
NOTE: ALL OTHERS AS NOTED ON PLAN

2017 PROPOSED DEVELOPMENT

Project Number: 60720-RF
 Date: 02/02/2018
 Drawing Number: C3

PORT OF HOOD RIVER
 LOWER HANEL MILL
 HOOD RIVER COUNTY, ODELL

VISTA GEOENVIRONMENTAL SERVICES
 489 N 8TH STREET - SUITE 201
 HOOD RIVER, OREGON 97031
 (541) 386-6480

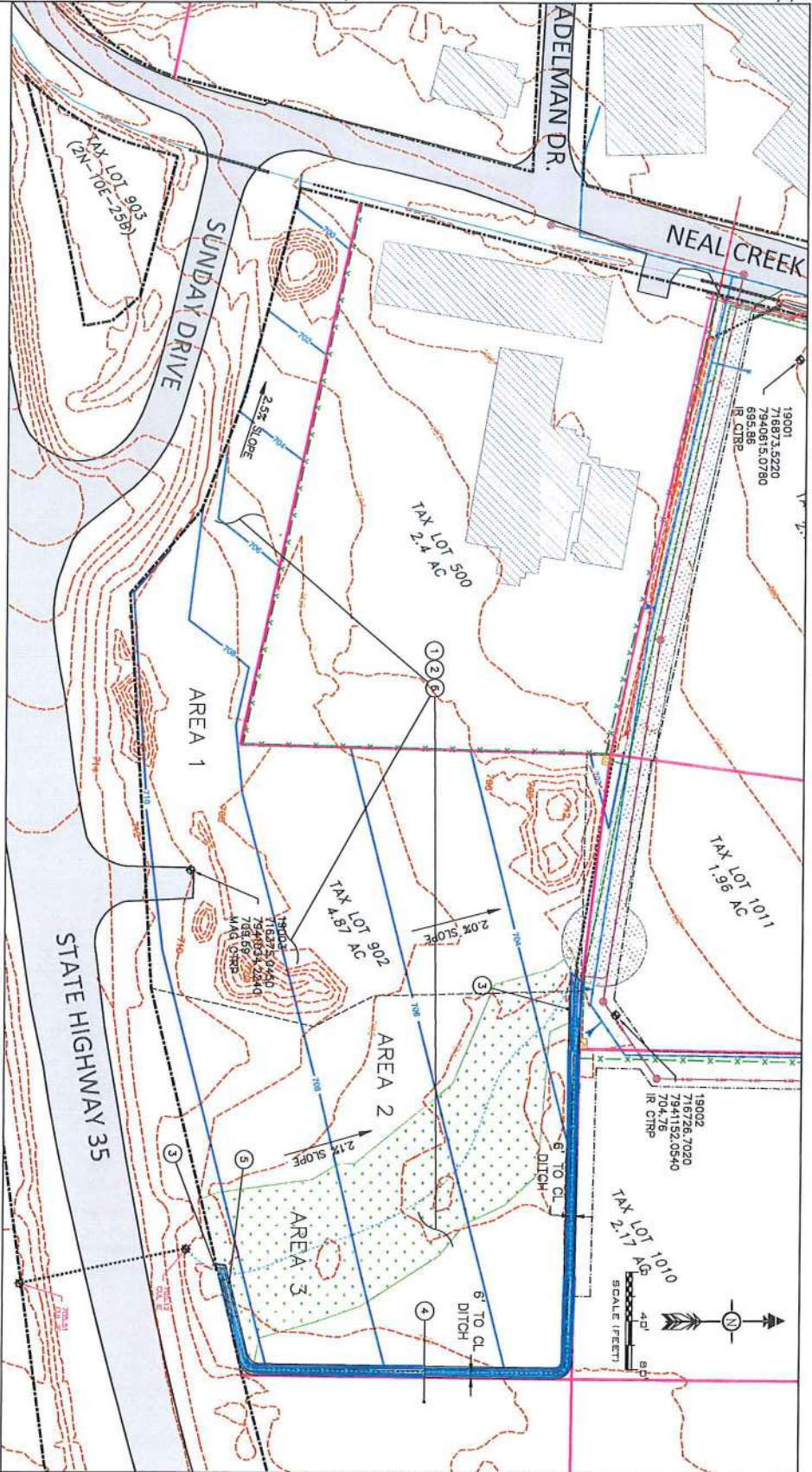


C4

**2017
EROSION
CONTROL**

**PORT OF HOOD RIVER
LOWER HANEL MILL
HOOD RIVER COUNTY, ODELL**

VISTA GEOENVIRONMENTAL SERVICES
489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
(541) 386-6480



- CONSTRUCTION NOTES:**
- ① COMPLETE CLEARING AND GRUBBING PRIOR TO BEGINNING EARTHWORK ACTIVITIES.
 - ② GRADE SITE TO PROPOSED CONTOUR ELEVATIONS.
 - ③ INTERCEPT EXISTING FLOW LINE AND REDIRECT IT INTO PROPOSED NEW DRAINAGE DITCH.
 - ④ CONSTRUCT DRAINAGE DITCH @ 0.5% SLOPE (SEE DETAIL B ON SHEET C7).
 - ⑤ INSTALL 600 SF OF RIP-RAP MATERIAL - CLASS 50 AT BOTTOM OF DRAINAGE DITCH.
 - ⑥ AFTER FINAL GRADING IS COMPLETE, ENTIRE AREA MUST BE SEEDED PER SECTION 01030 OF THE ACCOMPANYING SPECIAL PROVISIONS DOCUMENT.

C4	DRAWING NO. 017	PORT OF HOOD RIVER LOWER HANEL MILL 3335 NEAL CREEK ROAD ODELL, OREGON 97031	REV. DATE	REVISION DESCRIPTION	DES	DRN	APP
		DATE: 08/02/2019	1	1	1	1	1
GRADING & DRAINAGE PLAN			HRK ENGINEERING & FIELD SERVICES 489 N 8TH STREET - SUITE 201 HOOD RIVER, OREGON 97031 (541) 386-6480				PROJECT NO. 19-025

ISSUED FOR BID