



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, April 9, 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 March 19, 2019 Regular Session (*Maria Diaz – Page 3*)
 - b. Ratify Contract with Beam Excavating for Hydrant Relocation at Lower Mill Site Not to Exceed \$8,430 (*Anne Medenbach – Page 7*)
 - c. Approve Change Order No. 1 with Hage Electric for Bridge Skew & Motor Rehab Not to Exceed \$5,637.50 (*John Mann – Page 23*)
 - d. Approve Change Order No. 3 with Groat Brothers for Time Extension of Lower Mill Dirt Move Contract (*Anne Medenbach – Page 27*)
 - e. Approve Adoption of the Western Region by Class B/C - All Urban Consumers as the new CPI index for the Port (*Fred Kowell – Page 31*)
 - f. Approve Contract with D.L. Dahlstrom Roofing for Roofing Work at the Chamber Building, Not to Exceed \$24,125 (*Anne Medenbach – Page 33*)
 - g. Approve Contract with F.L.I. for Landscaping Work at the Wasco Building, Not to Exceed \$19,942.30 (*Anne Medenbach – Page 47*)
 4. Reports, Presentations and Discussion Items
 - a. Bridge Replacement Project Update (*Kevin Greenwood – Page 61*)
 5. Director's Report (*Michael McElwee – Page 73*)
 6. Commissioner, Committee Reports
 - a. Marina Committee, March 24 (*Shortt*)
 - b. Waterfront Recreation Advisory Committee, April 4 (*Sheppard*)
 7. Action Items
 - a. Authorize Payment In-Lieu of Mitigation to Department of State Lands for Wetland Mitigation at the Lower Mill Not to Exceed \$132,218.57 (*Anne Medenbach – Page 97*)
 - b. Approve Contract with Oregon Dept. of Transportation for Reimbursement of Consultation Services, Not to Exceed \$160,000 (*Kevin Greenwood – Page 105*)
 - c. Authorize Contract with Abhe & Svoboda for Miscellaneous Bridge Truss & Steel Repairs Project Not to Exceed \$256,918.00 (*John Mann – Page 115*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
 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.*

*Port of Hood River Commission
Meeting Minutes of March 19, 2019 Regular Session
Marina Center Boardroom
5:05 p.m.*

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

**5:05 P.M.
Regular Session**

Present: Commissioners Hoby Streich, John Everitt, Ben Sheppard, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Daryl Stafford, Maria Diaz.
Absent: Genevieve Scholl, Brian Shortt
Media: None

1. CALL TO ORDER: President Hoby Streich called the regular session to order at 5:05 p.m.

a. Modification, Addition to Agenda:

- 1. Kevin Greenwood to present Bridge Replacement Project Update via telephone.
- 2. Michael McElwee to present Action Item (d).

2. PUBLIC COMMENT:

a. None

3. CONSENT AGENDA:

- a. Approve Minutes of March 5, 2019 Regular Session
- b. Approve Contract with T&L Communications, Inc. for Fire Suppression System Repairs in Various Port Buildings Not to Exceed \$10,900
- c. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,910

Motion: Move to approve Consent Agenda.

Move: Meriwether

Second: Everitt

Discussion: None

Vote: Unanimous

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

a. BreezeBy Terms and Discussion Items, Fred Kowell discussed recommended changes to the BreezeBy credit card replenishment program. Kowell explained that present reports show multiple monthly replenishment charges on customer accounts, making the credit card fees for the Port costly. Kowell detailed a BreezedBy program feature that had not originally been turned on but is available for customers who would like to participate. Kowell explained a Replenishment Analysis would be run on a month basis that calculates the monthly usage based on the last three-month usage for every account and identifies only those accounts with suggested changes to their Low Balance Total and their Replenishment Amount. Kowell described this would be a win-win for both customer and the Port by having fewer charges to a customer’s bank card during the month and having more suitable charge based upon the customer’s activity. Kowell noted that language would be added to the BreezeBy terms and conditions.

b. Bridge Replacement Project Update. Kevin Greenwood, Bridge Replacement Project Director, briefed the Commission on meetings that have been held with ODOT and FHWA. Greenwood advised of the new Change Log that will show critical path on the key milestones and how delays affect those timelines.

5. Director’s Report: Michael McElwee, Executive Director, presented staff with several reports starting with the Spring Planning preparation, with development of assumptions and staff recommendations for several important Port topics that would be included in the agenda for the meeting on April 9th. McElwee advised two commissioners were needed to volunteer for the Hood River Park Master Plan working group, Commissioner Sheppard and Commission President Streich volunteered to serve on the group. McElwee reported on the Pile Project update, Marina Green not usable until April 1, 2019, and several bids coming in for building roofs and other projects. McElwee mentioned he continues to work with Will Norris, City of Hood River Finance Director on an agenda for

the Planning Meeting agenda for the URA (Urban Renewal Agency). McElwee reported that Groat Brothers will continue to finish grading and seeding at airport, and that staff continues to work with consultants and DSL regarding the DSL comment for the wetland permit application for at the airport. McElwee advised that Skew System and Span Motor project starts on Monday, March 25, 2019 with single lane closures on the bridge with an hour closure at night.

6. COMMISSIONER, COMMITTEE REPORTS: Commissioner Everitt commented on his experience during the PNWA Mission to Washington DC; he expressed the importance to lobby for bridge funding. McElwee, also provided comment on the trip and meetings.

7. ACTION ITEMS:

a. Approve Amendment No. 3 to Task Order 3 with Century West Engineering for Wetland Mitigation Services at the Airport Not to Exceed \$23,627. Task order encompasses both the EA and the wetlands permitting process.

Motion: Approve Amendment No. 3 to Task Order 3 with Century West Engineering for Wetland Mitigation Services at the Airport Not to Exceed \$23,627.

Move: Sheppard

Second: Everitt

Discussion: NPE funds were mentioned by staff as option to fund project.

Vote: Unanimous

b. Approve Task Order 6 with Century West Engineering for design of the North Ramp FAA project, not to exceed \$168,672.88, this project entails removing, relocating and repaving the existing north ramp and tie into the new COVI paving.

Motion: Approve Task Order 6 with Century West Engineering for design of the North Ramp FAA project, not to exceed \$168,672.88

Move: Meriwether

Second: Everitt

Discussion: Expected project completion during the summer of 2020.

Vote: Unanimous

c. Approve Contract with HRK Engineering for Engineering Services at the Lower Mill Not to Exceed \$13,836, this contract is for design, bid services, density testing during construction and inspections.

Motion: Approve Contract with HRK Engineering for Engineering Services at the Lower Mill Not to Exceed \$13,836

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Unanimous

d. Approve Project Review Reimbursable Agreement with the Washington State Dept. of Transportation Not to Exceed \$62,500, WSDOT requires project owners to reimburse the department for staff time and dedication to this review related to the bridge project.

Motion: Approve Project Review Reimbursable Agreement with the Washington State Dept. of Transportation Not to Exceed \$62,500.

Move: Sheppard

Second: Everitt

Discussion: None

Vote: Unanimous

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 5:45 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.

11. POSSIBLE ACTION: None.

12. ADJOURN:

Motion: Motion to adjourn the meeting.

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

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Commission Memo



Prepared by: Anne Medenbach
Date: April 9, 2019
Re: Lower Mill Hydrant Relocation

In 2016, the Port installed three new fire hydrants as part of the utility installation. One of those fire hydrants is located between lots 1015 and 1017. Recently, staff relocated an access easement between these two lots. Due to this relocation of easement, the fire hydrant is now in the middle of the road. The hydrant can be re-used but needs to be moved.

Additionally, the main water line needs to be tapped and therefore, installation of the water meter should occur at the same time. The contractor will move the hydrant and trench the line for the water meter. Crystal Springs Water District will install the water meter, which will cost under \$2,000 and is not part of this contract.

Staff issued a request for quotes and received three back:

- Beam Excavating: \$8,430
- Level Excavating: \$8,480
- Crestline Construction: \$14, 995

As Beam Excavating presented the lowest eligible quote and the contract amount is less than \$10,000, staff executed the contract and requests ratification by the Commission.

RECOMMENDATION: Ratify Contract with Beam Excavating Inc. for hydrant relocation and excavation work at the Lower Mill not to exceed \$8,430.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
and
Beam Excavating Inc.

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

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port ") and BEAM EXCAVATING INC. ("Contractor"). The parties agree as follows:

Project Title: Hydrant move and trenching at the Lower Mill

1. Purpose: Hydrant move- The existing hydrant will be relocated just north of its current location. The existing gate valve will need a blind flange installed and then it will be abandoned in place. The existing ductile iron pipe may be re-used to provide connection from the main line to the relocated hydrant. The main line will need to be hot tapped in coordination with Crystal Springs Water District.
2. Water Service- Excavation ONLY is required for the new water service location which is to be installed by Crystal Springs Water District. Contractor will need to coordinate the excavation and fill with Crystal Springs

CONTRACTOR DATA

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

Full Business Name:	Beam Excavating Inc.
Contact Person:	John Moran
Address:	1535 Osprey Drive.
City, State, ZIP:	Hood River, OR 97031
Business Telephone:	(541) 386-5747
Fax:	
Email:	john.beamexcavating@gmail.com
Oregon CCB License Number:	161840

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: April 5, 2019
 - b. Anticipated Final Completion Date: May 10, 2019
 - c. "Work Time In Calendar Days": 35 days
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:

- Exhibit A – Statement of Work, Compensation, Payment
- Exhibit B – Insurance Requirements
- Exhibit C – Certification Statement for Corporation or Independent Contractor
- Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
- Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
- Exhibit F – Request for Quotation
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts
- Exhibit L- Plans and Specifications

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

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

Contract.

3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor's breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
 - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance

disability; or military service in programs, activities, services, benefits, or employment in connection with this co
The parties further agree not to discriminate in their employment or personnel policies.

- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

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

CONTRACTOR:

Chad R
Contractor's Signature

President
Contractor's Title

Chad Beam
Contractor's Printed Name

3-28-19
Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

[Signature]
Micheal McElwee, Executive Director

4/1/19
Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at the Lower Mill Industrial Site in Odell, OR

- 1. Purpose: Hydrant move- The existing hydrant will be relocated just north of its current location. The existing gate valve will need a blind flange installed and then it will be abandoned in place. The existing ductile iron pipe may be re-used to provide connection from the main line to the relocated hydrant. The main line will need to be hot tapped in coordination with Crystal Springs Water District.
- 2. Water Service- Excavation ONLY is required for the new water service location which is to be installed by Crystal Springs Water District. Contractor will need to coordinate the excavation and fill with Crystal Springs

CONTRACT WAGE RATES:

X This project is not subject to prevailing wages

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS \$8,430.00

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Anne Medenbach
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Chad Beam
1535 Osprey Drive
Hood River OR 97031

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

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

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

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

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

C2

OF 2

HNK & FIELD SERVICES
489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
(541) 386-6488
PN: 19-009

NO.	
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DATE: 3/07/2019

NOTE:
1. SERVICES CONSTRUCTED ABOVE RIGHT-OF-WAY OR VEHICULAR TRAVEL SHALL BE INSTALLED USING A 3" MIN SCHEDULE 40 PIP DUCT OR 30R 11" HDPE.

INSTALL IN RECT. BURY TAP AND 6" RIGID WATER SERVICE TAP WITH 3/4" MALLEABLE IRON PLUG. ALL PLUGS TO BE 3/4" MINUS COMPACTED 3/4" MINUS.

EXISTING OUTSIDE WATER MAIN SERVICE TAP LOCATIONS.

TYPICAL MAINLINE SERVICE TAP LOCATIONS:

- METER BOX
- CORPORATION STOP
- ANGLE METER VALVE, WITH REDUCER TO MATCH SERVICE LINE
- LOCK WING OR CURB STOP FOR 1.5" AND SMALLER, EMPTY COATED
- LOCK WING OR CURB STOP FOR 2" AND LARGER
- WATER METER - SERVICE SADDLE WITH THREAD AS INDICATED ON PLANS
- WATER METER - SERVICE TONGUE READ OR II
- PLASTIC STIFFENER INSERTS (C)
- TONGUE
- PRESSURE REDUCING VALVES (C) - VALVING BOOBS, ONE ON EACH SIDE OF METER

NOT TO SCALE

CRYSTAL SPRINGS WATER DISTRICT	
DATE: 3/7/2019	DWG NO. 08

NOTE:

- CONCRETE THRUST BLOCKING TO BE PERIOD ADJUST UNLESS OTHERWISE NOTED.
- CONCRETE THRUST BLOCKING TO BE PERIOD ADJUST UNLESS OTHERWISE NOTED.
- IF SET DOWN IN PLACE, REINFORCING BARS SHALL BE 4" MINIMUM FOR CONCRETE. SETTING SHALL BE TO THE BEST PRACTICE AND ALLOWABLE.
- REINFORCING BARS SHALL BE 4" MINIMUM FOR CONCRETE. SETTING SHALL BE TO THE BEST PRACTICE AND ALLOWABLE.
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TYPE	BLD CAP	BLD WEL	BLD J	BLD TIE	45°	55°	60°	70°	80°
(IN)	(IN)	(IN)	(IN)	(IN)	(IN)	(IN)	(IN)	(IN)	(IN)
1	12	12	12	12	12	12	12	12	12
2	15	15	15	15	15	15	15	15	15
3	18	18	18	18	18	18	18	18	18
4	21	21	21	21	21	21	21	21	21
5	24	24	24	24	24	24	24	24	24
6	27	27	27	27	27	27	27	27	27
7	30	30	30	30	30	30	30	30	30
8	33	33	33	33	33	33	33	33	33
9	36	36	36	36	36	36	36	36	36
10	39	39	39	39	39	39	39	39	39
11	42	42	42	42	42	42	42	42	42
12	45	45	45	45	45	45	45	45	45
13	48	48	48	48	48	48	48	48	48
14	51	51	51	51	51	51	51	51	51
15	54	54	54	54	54	54	54	54	54
16	57	57	57	57	57	57	57	57	57
17	60	60	60	60	60	60	60	60	60
18	63	63	63	63	63	63	63	63	63
19	66	66	66	66	66	66	66	66	66
20	69	69	69	69	69	69	69	69	69
21	72	72	72	72	72	72	72	72	72
22	75	75	75	75	75	75	75	75	75

NOT TO SCALE

CRYSTAL SPRINGS WATER DISTRICT	
DATE: 3/7/2019	DWG NO. 11

NOTE:

- VALVE BOX AND LID
- 2 CFS COATED RIB
- UNDER VALVE BOX
- 6" FLG. X M.I. GATE VALVE
- STANDARD DETAIL (DOW N.C. 01, 02, OR 03)
- 6" M.I. X FLG. TIE
- 6" D.I. SPOOL
- RESTRAIN F.I. W/AN. 2 -
- 3/4" ALL THREAD STAINLESS
- ALTERNATIVE BLOTTING, TIE, SHOCKLES, ETC. SUBJECT TO APPROVAL BY ENGINEER.
- Mechanug RESTRAINTS

LIMIT OF PAY ITEM:

- 15" 0.2" x 3" THICK CONIC. BLOCK
- THRUST BLOCK
- SURFACE RESTORATION PER APPLICABLE STANDARD DETAIL (DOW N.C. 01, 02, OR 03)
- BEDDING AND TRENCH BACKFILL PER DETAIL (DOW N.C. 01, 02, OR 03) OR 04
- 3/4" ALL THREAD STAINLESS
- ALTERNATIVE BLOTTING, TIE, SHOCKLES, ETC. SUBJECT TO APPROVAL BY ENGINEER.
- Mechanug RESTRAINTS

NOT TO SCALE

CRYSTAL SPRINGS WATER DISTRICT	
DATE: 3/7/2019	DWG NO. 09

Exhibit J

 Not Applicable

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON

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

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

Commission Memo



Prepared by: John Mann
Date: April 9, 2019
Re: Change Order No. 1 Hage Electric

As part of the bridge skew and motor rehabilitation contract with Hage Electric, SBE Engineering has added additional control equipment that was not required in the original contract documents but found to be necessary during shop testing. This Change Order covers the cost of the equipment.

Original Contract amount: \$308,711.00

Change Order #1: \$5,637.50

Contract Total: \$314,348.50

RECOMMENDATION: Approve Change Order No. 1 with Hage Electric for control equipment related to the bridge skew and motor rehab contract not to exceed \$5,637.50.

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Date: <u>April 3, 2019</u>	PORT OF HOOD RIVER	Change Order Number <u>1</u>
CHANGE ORDER		

<input checked="" type="checkbox"/> Ordered by Engineer under terms of the Contract <input type="checkbox"/> Change proposed by Contractor	Contract No. _____ CRP No.: _____ Project Title <u>Skew and Electrical Motor</u>
---	--


TO: Hage Electric The Dalles Or.
(Contractor Name and Address)

You are hereby required to comply with the following changes from the contract plans and specifications:
 This change order to increase the number of working days of the contract by 3 days..


DESCRIPTION OF CHANGES	Decrease in Contract Price	Increase in Contract Price
Additional Electrical equipment purchased for Skew and Motor work required by SBE Engineering		\$5,637.50
TOTALS		\$5,637.50

Original Contract Amount	Current Contract Amount	Est. Net Change This Order	Est. Total After This Change
\$308,711.00	\$308,711.00	\$5,637.50	\$314,348.50

The time for completion shall be:
 (increased) (decreased) (not changed) by 0 working days.

ACCEPTED  Date 4/3/19
(Contractor)

(Surety, when required) Date _____

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> APPROVED <u></u> Project Manager <u>4/3/19</u> Date	APPROVED _____ Executive Director _____ Date
--	--

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Commission Memo

Prepared by: Anne Medenbach
Date: April 9, 2019
Re: Change Order No. 3 Groat Brothers



Groat Brothers, Inc. is nearly done with the work at the airport to move the Lower Mill dirt. Due to the severe weather in February, they have not been able to finalize the grading and plant the seed. Staff is anticipating that to occur within the next two weeks if the favorable weather holds.

This Change Order No. 3 extends the contract from March 29 through May 1 to allow for weather to clear. There is no additional cost associated with the change.

RECOMMENDATION: Approve Change Order No. 3 with Groat Brothers, Inc. for the Lower Mill Dirt Move.

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Date: <u>April 9, 2019</u>	PORT OF HOOD RIVER	Change Order Number <u>3</u>
CHANGE ORDER		

<input type="checkbox"/> Ordered by Engineer under terms of the Contract <input checked="" type="checkbox"/> Change proposed by Contractor	Contract No. _____ CRP No.: _____ Project Title <u>Lower Mill- Dirt Move</u>
---	--

TO: Groat Bros. Inc.
(Contractor Name and Address)

You are hereby required to comply with the following changes from the contract plans and specifications:
 This change order to increase the number of working days of the contract by 3 days..

DESCRIPTION OF CHANGES	Decrease in Contract Price	Increase in Contract Price
Description 1 Extend project schedule from March 29 to May 1st. This is a no cost change order.		\$0.00
TOTALS		\$0.00

Original Contract Amount	Current Contract Amount	Est. Net Change This Order	Est. Total After This Change
\$133,400.00	\$167,370.23	\$0.00	\$167,370.23

The time for completion shall be:
 (increased) (decreased) (not changed) by 30 days

ACCEPTED _____ Date _____
(Contractor)

_____ Date _____
(Surety, when required)

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> APPROVED _____ Project Manager _____ Date	APPROVED _____ Executive Director _____ Date
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Commission Memo



Prepared by: Fred Kowell
Date: April 9, 2019
Re: CPI-Portland/Vancouver

The Port has been using the Consumer Price Index (“CPI”) for the greater Portland area for many years. The Bureau of Labor Statistics has now discontinued the use of this index for Portland and six other cities in the U.S., replacing it with the Western Region by Class Size. For large cities (i.e., 250,000 to 1 million population) Class A would be appropriate, while a town the size of Hood River would fall under Class B/C.

I checked with several municipalities in the area since most local governments use a CPI index from the Bureau of Labor Statistics and most are now changing to the West Region Class A or B/C.

The CPI index is used in various ways here at the Port; in its compensation structure, annual lease increases for our industrial tenants, recreation fees, and other areas.

Staff recommends the use of the West Region, Class B/C CPI Index for the replacement of the previous CPI index. The new index, although not specific to our area like the Portland index was, is closer in population and cost structures for small towns in the western region.

RECOMMENDATION: Approve adoption of the Western Region by Class B/C - All Urban Consumers as the new CPI index for the Port.

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Commission Memo



Prepared by: Anne Medenbach
Date: April 9, 2019
Re: Chamber Building Re-roof Contract

The Chamber of Commerce Building needs a new roof. This work has been in the budget for a couple of years and as the roof is becoming more deteriorated, it's important to move forward. Staff issued a request for quotes from three roofing contractors. The following two quotes were received:

- | | |
|---------------------------|----------|
| 1. D.L. Dahlstrom Roofing | \$24,125 |
| 2. Browns Roofing | \$41,250 |

The only material difference between the two quotes is that Browns offers a 10-year workmanship warranty. Our standard contract requires at least a 1-year workmanship warranty. Both have long-term manufacturers warranties.

RECOMMENDATION: Approve Contract with D.L. Dahlstrom Roofing for roofing services at the Chamber Building, not to exceed \$24,125.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

D.L. Dahlstrom Roofing

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

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

Project Title:

Reroof 750 W. Port Marina Way “Chamber Building”

CONTRACTOR DATA

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

Full Business Name:	D.L. Dahlstrom Roofing
Contact Person:	
Address:	3216 Wy’East Rd
City, State, ZIP:	Hood River, OR 97031
Business Telephone:	(541) 354-2554
Fax:	
Email:	
Oregon CCB License Number:	137265

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: April 10, 2019
 - b. Anticipated Final Completion Date: June 15, 2019
 - c. “Work Time In Calendar Days”: 66 days
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation

- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts
- Exhibit L- Plans and Specifications

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

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

exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Cont shall pay to the Port the amount of the reasonable excess.

- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to all other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
 13. **Inspection and Acceptance of Work.** Port shall inspect Contractor’s work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
 14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
 15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
 16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos- containing materials ("ACM") are present in various locations throughout the building. It is the Port’s intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port’s contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
 17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the “Work”) for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers’ warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer’s warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacture’s specifications.
 18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
 19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital

status; familial status; economic status or source of income; mental or physical disability or perceived disability; military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Michael McElwee, Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

- Tear-off existing composition roof. 100% clean-up and disposal of all tear off material.
- Ice and water shield on all eaves.
- Synthetic underlayment.
- 30 year IKO Architectural shingles, with matching caps.
- Endwall flashings will not be replaced.
- All new vents flashings and edge metal.
- High wind nailing.
- Cap flashings below Apex Skylight, are to be primed and painted to preserve exposed galvanized finish.
- Commercial reroof permit included.

Provide DEQ inspection and report as required by DEQ.

CONTRACT WAGE RATES:

X This project is not subject to prevailing wages

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$24,125

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Anne Medenbach
 Port of Hood River
 1000 E. Port Marina Drive
 Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

D.L. Dahlstrom
 3214 Wy'East Rd.
 Hood River, OR 97031

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

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

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

OR

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

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

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

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

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

Signature Date

Not Applicable

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

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

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

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

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

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

Contractor Printed	Contractor
Contractor	Dat

Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port . Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI’s website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

Not Applicable

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

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

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

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

STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and

days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-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 Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

Commission Memo



Prepared by: Anne Medenbach
Date: April 9, 2019
Re: Wasco Building Landscape Contract

The Port worked with a landscape architect to design a new landscaping plan for the Wasco building in 2016. The purpose of the plan was to reduce maintenance costs and water use while improving the aesthetics of the area. The Port has not been able to secure a landscaping company to do the work in the past due to changing schedules and higher priority projects requiring end-of-year budget swaps. This year, there is still budget left to complete the work.

F.L.I Landscaping from The Dalles is available to do the work immediately. They have toured the site with staff and provided a reasonable quote. Staff requested quotes from two other companies and did not receive any response.

RECOMMENDATION: Approve Contract with F.L.I. Landscaping, LLC for landscaping services at the Wasco Building, not to exceed \$19,942.30.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between
PORT OF HOOD RIVER, OREGON
 and
 F.L.I Landscape LLC

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

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and F.L.I LANDSCAPE LLC (“Contractor”). The parties agree as follows:

Project Title:

Remove old landscaping and install new landscaping at 205 Wasco Loop. Includes revision of irrigation, installation of rock, plantings and all purchase and disposal of materials and plants.

CONTRACTOR DATA

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

Full Business Name: F.L.I Landscape LLC
Contact Person:
Address: PO Box 757
City, State, ZIP: The Dalles OR 97058
Business Telephone: (541) 296-1424
Fax:
Email: flilandscape@gmail.com
Oregon CCB License Number:

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: April 10, 2019
 - b. Anticipated Final Completion Date: June 15, 2019
 - c. “Work Time In Calendar Days”: 66 days
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor

- Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exemp
- Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
- Exhibit F – Request for Quotation
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts
- Exhibit L- Plans and Specifications

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

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

11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
 - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor’s work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos- containing materials (“ACM”) are present in various locations throughout the building. It is the Port’s intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port’s contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the “Work”) for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers’ warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer’s warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacture’s specifications.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in

the specific instance and for the specific purpose given.

20. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

21. Removal of Debris. Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Michael McElwee, Executive Director

Date

EXHIBIT A

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON
STATEMENT OF WORK, COMPENSATION, PAYMENT**

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK at 205 Wasco Loop:

1. Ground Preparations for New Landscape Including: ~
2. Removal of the existing landscape ~Disposal (owner provide a spot?)
3. Irrigation Modification Including: ~Capping of all existing sprinklers ~Adding drip lines to new plantings
~Pressure regulator ~Misc. labor and drip lines
4. Crushed rock purchase, delivery & installation 3,600.00 Bark Mulch purchase, delivery & installation
5. Plant purchase, delivery & Installation (see plant list)
6. Boulders & Installation

CONTRACT WAGE RATES:

This project is not subject to prevailing wages

- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$19,942.30,

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Anne Medenbach
Port of Hood River
1000 E. Port
Marina Drive
Hood River,
OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

F.L.I. Landscape LLC
PO Box 757
The Dalles, OR 97031

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

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

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

OR

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

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

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

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

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

Signature Date

Not Applicable

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

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

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

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

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

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

Contractor Printed	Contractor
Contractor	Dat

X Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port . Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI’s website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

Not Applicable

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

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

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

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

STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and

days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-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 Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

April 9, 2019

The following summarizes Bridge Replacement Project activities from Mar. 15-Apr. 4, 2019.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Key Milestones:

The Port will be meeting with the Col. Riv. Gorge NSA land use planners on April 10 and updated change log will be produced based upon that discussion and shared with the Commission at their April 23rd meeting. The Supplemental Draft EIS and FEIS/ROD publication dates are holding. The Project Team is concerned with additional extra review cycles being required by ODOT/FHWA and duplicative reviews on some of the technical reports by WSDOT. Project Director will be discussing possible impacts to schedule/budget next week with WSP.

Navigation Impact Report (NIR)

Survey is underway. Though the Army Corps has indicated that they will not have a need for more than an 80-ft. vertical clearance, the US Coast Guard (USCG) is indicating that the Coast Guard Cutter Fir has a standing order clearance of 83 vertical feet (Ordinary High Water). Though the Cutter's area of responsibility (AOR) does not go further east than Longview, Wash., the USCG can use their assets for missions outside the AOR. The last Cutter to go up river was the USCG *Henry Blake* (homeported in Puget Sound) a few years ago and required a lift. It's unknown what the impact of this finding will be until after the NIR is complete.

Other items

- Washington State Budget Bill 326 has funding to open a new office in Vancouver for the CRC/I-5 bridge. The most notable section is that the project office "must also study the possible different governance structures for a bridge authority that would provide for the joint administration of the bridges over the Columbia river..." Another paragraph references that the office would examine the feasibility of an interstate compact in conjunction with the "national center for interstate compacts." Brad Boswell will continue to monitor the legislation.
- Management has written a letter to the USACE indicating that the port does not object to the project and that there is no local sponsor regarding the federal river channel. A similar letter will be distributed as part of NEPA indicating that utility companies will have access to a new bridge.

- Chuck Green, Otak, will be meeting with the Project Team at the April monthly meeting on 4/24. Green will attend the May 7th Commission Meeting to give a brief peer review report on progress.

MEETINGS SCHEDULE

- Attended OneGorge Reception in Olympia, Wash., 3/19
- Met with Rep. Chris Correy (Yakima), 3/20
- Monthly Project Team Meeting, Portland, 3/22
- Met with Mott McDonald to give update, discuss next phase engineering scenarios, Portland, 3/22
- Cultural Resources Kick-off, Portland, 4/5
- Oregon Legislative Update, Thorn Run Partners, 4/8
- CRGNSA Design Standards Meeting, White Salmon, 4/10
- Project Leads (FHWA, ODOT, POHR) Meeting, 4/12
- Friends of Gorge Lunch, 4/12
- Presentation to Hood River City Council, 4/22
- Monthly Project Team Meeting, Portland, 4/26



INVOICE

*Ok to pay
Kyaanna
Bridge Replacement*

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

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

March 29, 2019

Invoice Date: March 27, 2019
Invoice No: 855109
Project No: 80550A

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

Project Manager: Angela Findley
Project: 80550A Hood River Bridge Replacement
Customer Order No: 2018-01
Invoice Description: Invoice 07 PE 28Feb19

Services provided from February 01, 2019 to February 28, 2019

**Summary of Costs
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$271,914.00	\$191.11	\$4,414.93	\$4,606.04	\$267,307.96	1.69%	3.00%
1	Project Management	\$382,625.00	\$14,769.34	\$89,121.32	\$103,890.66	\$278,734.34	27.15%	24.33%
2	Public Involvement	\$278,002.00	\$3,400.71	\$92,666.97	\$96,067.68	\$181,934.32	34.56%	39.49%
3	Project Delivery Coordination	\$19,440.00	\$0.00	\$0.00	\$0.00	\$19,440.00	0.00%	0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
5	Environmental	\$1,046,102.00	\$55,098.66	\$90,001.21	\$145,099.87	\$901,002.13	13.87%	14.45%
6	Engineering	\$790,196.00	\$24,130.72	\$28,005.85	\$52,136.57	\$738,059.43	6.60%	7.29%
7	Transportation	\$153,962.00	\$20,571.62	\$49,013.31	\$69,584.93	\$84,377.07	45.20%	49.57%
8	Permit Assistance	\$205,759.00	\$9,955.85	\$32,540.88	\$42,496.73	\$163,262.27	20.65%	21.66%
Totals		\$3,148,000.00	\$128,118.01	\$385,764.47	\$513,882.48	\$2,634,117.52	16.32%	17.18%

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

Angela Findley
Project Manager



March 27, 2019

Mr. Kevin Greenwood
Hood River Bridge Replacement Project Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

Subject: Hood River Bridge Replacement Project – Environmental Studies, Design and Permitting
Contract No. 2018-01
Progress Report #7: February 1, 2019-February 28, 2019

Dear Mr. Greenwood:

This progress report summarizes the services performed during this reporting period, issues encountered, and decisions or actions pending for all active tasks. The enclosed invoice includes details on all labor and expense billings. A set of charts are also provided to compare project budget to actual costs by major tasks.

I. Major services performed during this period:

- Held Working Group Meeting #2
- Summarized results of the online survey
- Prepared draft environmental plans, methodology memoranda
- Re-baselined the project schedule and burn rate projections
- Please see following table for detailed progress summary by task

II. Issues encountered:

- None.

III. Decisions or actions pending:

- Preparing for the navigation impact survey to confirm the navigation clearance for the new bridge; expect a preliminary determination from the USCG by July.

Sincerely,

WSP USA, Inc.

A handwritten signature in blue ink that reads "Angela J. Findley". The signature is written in a cursive, flowing style.

Angela J. Findley, PMP
Project Manager

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

TASK 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

Work Performed this Month:

- Coordinated with Port and project team.
- Updated the detailed project schedule.
- Develop a project change log to capture scope and budget changes.
- Re-baselined the projected monthly costs.

Work Scheduled for Next Month:

- Continue coordination with Port and project team.
- Update the detailed project schedule.
- Prepare a schedule change log.
- Prepare and submit a scope change and budget reallocation request.

1.2 Client Progress Meetings

Work Performed this Month:

- Prepared for and facilitated a client progress meeting on February 21.
- Prepared and distributed the action items log.

Work Scheduled for Next Month:

- Prepare for and facilitate client progress meeting on March 22.

1.3 Consultant Team Meetings

Work Performed this Month:

- Prepared for and facilitated a consultant team meeting with project task leads on February 14 and February 28.

Work Scheduled for Next Month:

- Prepare for and facilitate Consultant team meeting on March 14 and March 28.

1.4 Change Control (Task has not started)

1.5 Risk Management

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Update Risk Management Plan as needed.

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

TASK 2. PUBLIC INVOLVEMENT

2.1 Public Involvement Plan and Task Coordination

- *Work Performed this Month:*
 - Coordinated with Port and Consultant team to implement the Public Involvement Plan.

Work Scheduled for Next Month:

- Continue coordinating with Port and Consultant team to implement the Public Involvement Plan.

2.2 Stakeholder Interviews – Task Complete

2.3 Media Releases, Fact Sheets and eNewsletters

Work Performed this Month:

- Updated the project Fact Sheet.

Work Scheduled for Next Month:

- No activity planned.

2.4 Social Media, Digital Ads and Videos

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Coordinate with Port on social media content as needed.

2.5 Project Website Support

Work Performed this Month:

- Prepared and submitted website content to support Working Group Meeting #2.

Work Scheduled for Next Month:

- Coordinate with Port on website updates and troubleshooting.

2.6 Bridge Replacement Advisory Committee (now called the EIS Working Group)

Work Performed this Month:

- Completed preparations for, attended and facilitated Working Group #2.
- Reviewed and commented on Port's draft notes for Working Group Meeting #2

Work Scheduled for Next Month:

- Coordinate with Port to finalize notes of Meeting #2 and begin planning for Meeting #3.

2.7 Stakeholder Working Group

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Close task and reallocate budget.

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

2.8 Public Open Houses

Work Performed this Month:

- Finalized the community meeting summary.

Work Scheduled for Next Month:

- No activity planned.

2.9 Public Comments

Work Performed this Month:

- Updated the mailing list to include community meeting attendees.

Work Scheduled for Next Month:

- No activity planned.

2.10 Community Outreach Events

Work Performed this Month:

- Prepared final summary of event.

Work Scheduled for Next Month:

- Begin planning for next round of community outreach events; investigate school events and other venues to engage the community.

2.11 Environmental Justice

Work Performed this Month:

- Prepared final summary of event.

Work Scheduled for Next Month:

- Begin planning for next round of EJ outreach events.

2.12 Status Reports

Work Performed this Month:

- Prepared and submitted a final March status report on February 14.

Work Scheduled for Next Month:

- Prepare the April status report.

TASK 5. ENVIRONMENTAL

5.1 Environmental Study Plan and Coordination

Work Performed this Month:

- Coordinated with environmental team and other leads to progress environmental tasks.
- Completed and submitted the Draft Environmental Study Plan for Port and ODOT review.

Work Scheduled for Next Month:

- Continue coordination with environmental team and other disciplines.
- Incorporate Port comments on the study plan; submit Final Environmental Study Plan.

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

5.2 Agency Coordination

Work Performed this Month:

- Prepared final meeting notes for the WSDOT kick-off meetings
- Held a follow-up meeting with WSDOT Environmental on February 27
- Completed the draft Agency Coordination Plan; submitted for Port and ODOT review

Work Scheduled for Next Month:

- Revise the charter for FHWA, ODOT, Port and WSP roles/responsibilities in delivering NEPA per comments received.
- Finalize the meeting notes for the tribal coordination and FHWA/ODOT meetings
- Prepare draft and final notes for the February 27 meeting with WSDOT

5.3 Methodology Memoranda

Work Performed this Month:

- Began preparing methodology memoranda

Work Scheduled for Next Month:

- Complete and submit draft methodology memoranda for Port and ODOT review

5.4 Technical Reports, Memoranda and Study Updates

Work Performed this Month:

- Held a kick-off meeting for environmental technical specialists on February 8
- Continued to prepare existing conditions for various environmental technical reports.

Work Scheduled for Next Month:

- Begin preparing for technical work, developing data collection plans, conducting literature review.

5.5 ESA Section 7 Compliance (Task has not started)

5.6 Cultural/NHPA Section 106 Compliance

Work Performed this Month:

- Completed and submitted the Draft Area of Potential Effects (APE)/Methodology Memo for historic/cultural resources for Port and ODOT review.
- Begin developing State of Oregon Archaeological Permit Application.

Work Scheduled for Next Month:

- Revise the Draft Area of Potential Effects (APE)/Methodology Memo for historic/cultural resources for Port and ODOT review.
- Prepare for, attend and facilitate a cultural resource coordination meeting with ODOT on March 15
- Continue developing State of Oregon Archaeological Permit Application or obtain permission from affected landowners.

5.7 Section 4(f)/Section 6(f) (Task has not started)

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

5.8 Draft EIS Re-Evaluation

Work Performed this Month:

- Revised the Draft EIS Re-evaluation and submitted to FHWA for final review.

Work Scheduled for Next Month:

- Finalize the Draft EIS Re-evaluation and submit to FHWA for signature.

5.9 Supplemental Draft EIS

Work Performed this Month:

- Researched examples of Notices of Intent prepared for supplemental EISs.

Work Scheduled for Next Month:

- Prepare draft Notice of Intent for Port and FHWA review

5.10 Responses to Comments (Task has not started)

5.11 Mitigation Plan (Task has not started)

5.12 Final EIS (Task has not started)

5.13 Record of Decision (Task has not started)

5.14 Administrative Record (Task has not started)

TASK 6. ENGINEERING

6.1 Engineering Coordination

Work Performed this Month:

- Coordinated with Consultant team to support environmental, agency coordination and permitting tasks with design-related information.

Work Scheduled for Next Month:

- Continue providing design support to establish a design footprint for the environmental technical analysis

6.2 Land Survey

Work Performed this Month:

- No work performed in February; poor weather conditions (wind, snow on the ground).

Work Scheduled for Next Month:

- Flight for photogrammetry (weather dependent), post processing of data for base map.

6.3 Geotechnical

Work Performed this Month:

- No work this period.

Work Scheduled for Next Month:

- Begin coordination for in-water work permits for geotechnical investigations.

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

6.4 Hydraulics

Work Performed this Month:

- Evaluated Solmar Hydro XYZ data for possible use in the project hydraulic model.

Work Scheduled for Next Month:

- Perform bathymetric survey and begin post-processing of data

6.5 Civil

Work Performed this Month:

- Refined roadway temporary and permanent impact footprint.
- Refined stormwater temporary and permanent impact footprint.

Work Scheduled for Next Month:

- Update design standards, continue refinement as determined by Task 5

6.6 Bridge

Work Performed this Month:

- Refined Bridge temporary and permanent impact footprint.

Work Scheduled for Next Month:

- Update design standards, continue refinement as determined by Task 5

6.7 Reserved

6.8 Architecture and Simulations

Work Performed this Month:

- No work this period.

Work Scheduled for Next Month:

- Begin review of existing material and Columbia River Gorge guidelines and development of architectural concepts.

6.9 Cost Estimating (Task has not started)

TASK 7. TRANSPORTATION

7.1 Methodology Memorandum

Work Performed this Month:

- No activity.

Work Scheduled for Next Month:

- Finalize memo as part of the Transportation Report.

7.2 Data Review and Collection

Work Performed this Month:

- Finalized data review to support modeling efforts.

Work Scheduled for Next Month:

- Close task.

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

7.3 Existing and Future No Build Conditions

Work Performed this Month:

- Completed analysis of future no build conditions.

Work Scheduled for Next Month:

- Close task.

7.4 Build Alternatives Analysis

Work Performed this Month:

- Began developing the future build conditions.

Work Scheduled for Next Month:

- Continue developing the future build conditions.

7.5 Transportation Technical Report

Work Performed this Month:

- No work this period.

Work Scheduled for Next Month:

- Begin developing the technical report.

7.6 Tolling/Revenue Coordination

Work Performed this Month:

- Reviewed and commented on the Stantec report.

Work Scheduled for Next Month:

- No activity planned.

TASK 8. PERMIT ASSISTANCE

8.1 Permit Plan and Coordination

Work Performed this Month:

- Coordinated and attended meetings with the City of White Salmon, City of Hood River, and Hood River County to discuss applicable permits; updated permit plan.
- Prepared meeting summaries.

Work Scheduled for Next Month:

- Continue to meet with state and local agencies as needed.

8.2 In-water Permits for Geotechnical Investigations

Work Performed this Month:

- No work performed this period.

Work Scheduled for Next Month:

- Began developing permit application materials for in-water geotechnical investigations.

Detailed Progress Summary by Task
Work Performed: February 1-28, 2019

8.3 US Coast Guard Permit

Work Performed this Month:

- Continued developing background information for the Navigation Impact Report.
- Coordinate with USCG to publish a survey notice in the Notice to Mariners.
- Prepared and distributed vessel survey.

Work Scheduled for Next Month:

- Continue preparing the Navigation Impact Report.
- Continue conducting navigation survey.
- Make presentation to the Lower Columbia River Harbor Safety Committee on March 13.
- Hold a joint meeting with USACE and USCG on March 14.

8.4 Columbia River Gorge NSA Permit

Work Performed this Month:

- Scheduled a follow-up meeting with Columbia River Gorge staff.

Work Scheduled for Next Month:

- Meet with Columbia River Gorge and local agency staff on March 26.

8.5 US Army Corps of Engineers Permits

Work Performed this Month:

- Scheduled a joint meeting with USACE and USCG.

Work Scheduled for Next Month:

- Prepared for, attended and facilitated a joint meeting with USACE and USCG on March 14.
- Prepare draft notes from the joint USACE and USCG meeting.

Executive Director's Report

April 9, 2019

Staff & Administrative

- We are entering a period of significant capital and maintenance work around the Port. Much of this will be performed by facilities staff and other projects will be carried by contractors. (See list under Development/Property below.) Along with the normal ramp-up in spring recreational activity, the next few months will be a very busy time for Port staff.
- Oregon Ports Day in Salem will be held April 25. The activities include meetings with legislators and an OPPA-sponsored reception. Kevin Greenwood will attend and represent the Port of Hood River.
- A reminder that each Commissioner must file a Statement of Economic Interest with the Oregon Government Ethics Commission by April 15. Contact Genevieve with any questions or if assistance is needed.
- Through Hal Hiemstra, we have submitted the attached draft proposal for consideration associated with the Transportation Re-Authorization Bill Legislation expected in 2020. The proposed change would allow for greater availability of TIFIA loan funding for a new bridge and stemmed partly from conversations that occurred in our recent PNWA visit to Washington, D.C.
- Two candidates have filed for the Position 4 seat that will be on the ballot for the May 21 local election, Kristi Chapman and Michael B Fox. Hoby Streich has filed his candidacy for Position 5 and will run unopposed for that seat.
- Advertisements are now running for temporary seasonal facilities crew and summer parking booth attendant positions. The positions will remain open until filled.
- Advertisements are also running for the Budget Committee vacancy that will be created with the retirement of Rich Truax.
- The OneGorge Advocacy Group hosted their Gorgeous Night in Olympia reception on March 19. Kevin Greenwood attended to represent the Port and promote the bridge replacement project.

Recreation/Marina

- The pile replacement project on the Commercial Dock was successfully completed by Mark Marine Services (MMS). American Cruise Lines has confirmed they will pay the cost of \$19,980. At our request, MMS removed a longstanding deadhead in front of the Jensen Building and installed a pile hoop at no extra cost to the Port.

- The replacement of the C Dock main power line will be carried out the week of April 22nd. The work will involve divers in the water taking down the existing line and replacing it with new brackets.
- Facilities crew addressed lighting for the HRYC building and Gorge Electric installed additional lights on the north and west sides. See photo to right illustrating nighttime conditions.
- Marina Green is now back in use, primarily by Youth Lacrosse teams. The field was closed to use due to the late season snow and wet turf conditions.



- Thanks to Facilities crew for carrying out a re-grading of Marina Beach in late March. Existing sand had shifted away from the retaining wall creating a fall hazard. See photo to right.
- Habitat Development Company has submitted a proposal for an Inflatable Waterpark in Nichols Basin. Their proposal is attached. Staff would like direction from Commission on how to proceed.



- We expect to receive some calls this summer from the “American Song” a new cruise vessel owned by American Cruise Lines. Due to the vessel’s size, it will only be able to nose-land on the outer Marina Jetty. The photo below is from their website and shows this nose-up configuration. See their website for more information on the vessel: <https://www.americancruiselines.com/small-riverboat-cruise-ships/american-song>.



Development/Property

- There are numerous bid/quotes processes underway. These projects are in the FY 18-19 budget and will be completed by July, weather permitting. Anne will or has already issued requests for quotes and bids for the following:

○ New roof at the Big 7 building	\$250,000 est.
○ Roof patch for the Jensen building (design)	\$5,000
○ New roof on the Chamber of Commerce	\$24,000
○ Hydrant move and water meter install at the Lower Mill	\$8,430
○ Road paving and culvert installation at the Lower Mill	\$75,000 est.
○ ConnectOregon VIproject	\$2,200,000
○ Garbage enclosure construction - Big 7	\$10,000
○ Landscaping fix at Wasco Building	<u>\$19,000</u>
Total	\$2,591,430

- The Union Pacific use permit for Lot #1 has been extended through April 15.
- I met with City Finance Manager Will Norris and consultant Larry Brown to discuss the draft agenda for the Urban Renewal Board work session scheduled for April 18. This is a topic for discussion at the Commission meeting.
- Attached is a typical report from HRT Security Services detailing their nightly patrol activity on the waterfront. Staff receives these reports in the early morning each day. Staff is looking at ways to utilize HRT for overnight parking enforcement and gate closure in the summer months when activity will likely be much higher.
- As an abutting property owner, we received a request from City staff to comment on a street vacation request near the corner of 9th Ave. and Marian St. in Hood River. I signed the “Consent of Abutting and Affected Property Owners” due to the vacation area’s small size and steep slope but supported retention of an easement over the easterly 17 ft. for potential future public access to the Indian Creek Trail. This approach was recommended by the Planning Commission. See attached tax map.
- Work continues on the environmental assessment at the Jensen Building. The prior business owner has agreed to assign his insurance rights to the Port. Outside counsel has prepared tender letters and they have been forwarded to four insurance companies that provided environmental coverage through 1986. The Port has completed a Voluntary Clean-up Program (VCP) Intent to Participate Form and filed it with DEQ. These collective efforts will allow further characterization of the site to continue with the likelihood that insurance coverage will be available to the Port. A \$5,000 payment to DEQ will be required in the near future to enter the VCP.

Airport

- Groat Brothers has been delayed in returning to the airport to complete the dirt move due to the severe weather in February. The work primarily involves final grading and seeding per the contract. A Change Order extending the contract period is a Consent Item.
- The purchase and sale deeds for the Terry Brandt property swap at the airport were recorded on March 14.

Bridge/Transportation

- The first phase of on-site work associated with the lift span motor/skew system replacement project took place on April 3 and 4. The work primarily involved lifting and attaching the skew wiring and was performed by Hage Electric. Single lane closures were required throughout both days. Later in the month, the bridge will be closed to all vehicle traffic for several nights for replacement of the lift span motors. This work requires a large crane lift of the new motors to the top of both lift span towers. Full closure of the Bridge can be very disruptive to motorists and an extensive public outreach plan is being implemented.

The nighttime closure schedule is as follows:

April 9, 9:30PM - April 10, 5:00AM

April 10, 9:30PM - April 11, 5:00AM

April 17, 9:30PM - April 18, 5:00AM

April 29, 9:30PM - April 30, 5:00AM

Port staff is coordinating with 911 dispatch centers on both sides of the river to implement a plan for emergency vehicle crossings during the closures. Coast Guard written authorization has been obtained.

- Abve & Svoboda, Inc. (A&S) was the low bid on the Miscellaneous Bridge Truss & Steep Repairs project. Although the bid specs allowed for a completion date in late summer, A&S had crews available to carry out the work immediately due to project delays associated with flooding in the Mid-West. Based on a poll of individual Commissioners I carried out on April 2, there was unanimous agreement to issue the Notice to Proceed. The quick completion of the project will significantly reduce traffic impacts in mid-summer. Ratification of the contract is an Action Item for tonight's meeting.

Senate Environment and Public Works Committee
FAST ACT Reauthorization - Senator Merkley Request Form

Name of requesting organization: **Port of Hood River**

Name/title of request:

- Contact: **Michael McElwee, Executive Director**
- Contact's Email: **mmcelwee@portofhoodriver.com**
- Contact's Phone: **541-386-1645**

Name and contact information of the organization making the request:

- **Hal Hiemstra, Partner**
Summit Strategies Govt Affairs LLC
halh@summitstrategies.us
202-494-3104 (cell) 202-638-3307 (office)

Specific agency and program or activity under which it is proposed:

- Department: **US Department of Transportation**
- Program/Activity: **TIFIA Program**

If legislative text or report language is being requested:

23 U.S. Code SS602 (a)(5)(B)(iii) is amended by striking "\$100,000,000" and inserting "\$400,000,000"

Please provide a brief explanation below of the problem being solved or the issue being addressed. Include any relevant background information. For requests to authorize funding, please provide below a detailed description of how funds are intended to be used:

Current TIFIA project funding caps for Rural Infrastructure Projects are limited to projects that exceed \$10 million but do not exceed \$100 million in total project cost. Because construction costs for major transportation infrastructure have increased substantially since the TIFIA program was first enacted by Congress, even modestly-sized infrastructure projects can now easily exceed \$100 million in total eligible project cost – regardless of whether they are in urban or rural America. For example, total project costs to replace the Hood River White-Salmon Interstate Bridge are now estimated at between \$300 and \$320 million. It is likely that TIFIA funding will be sought as part of the innovative financing that will be used to replace this bridge. As such, the Port proposes a legislative change that increases the total project cost for eligible Rural Infrastructure Projects from \$100 million to \$400 million. Because TIFIA loans are statutorily limited to no more than 49% of a project's total eligible cost, (and to date, have not exceeded 33.3% of a project's total eligible cost), even with the proposed change, the maximum TIFIA loan for a Rural Infrastructure Project would be limited to no more than \$196 million.

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Proposal to the Port of Hood River



Habitat Development Company
Hood River, OR

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Summary

Habitat Development Company of Hood River Oregon proposes to invest \$350,000 to develop a seasonal water-based family entertainment center in Nichols Basin in Hood River, Oregon. This facility will complement existing water based recreational facilities in Hood River. Our facility will partner with the community to leverage an underutilized asset to create a venue that will provide local residents and visitors with a unique, safe, fun, and active recreation option that appeals to all age groups and abilities.

It will create a best in class attraction that will deliver an unprecedented beach experience in Hood River. Outreach to local youth-based organizations such as public and private schools, Big Brothers, Big Sisters, and other adolescent organizations will be extensive. As part of the community, participation in non-profit fundraising events will be ongoing. Habitat Development Company proposes to operate and maintain this attraction.

Scope of Facility

The facility will utilize inflatable components produced by Commercial Recreation Specialists to create a water-based activity zone with a variety of attractions that will appeal to different abilities in all age groups. This facility will be dynamic as new attractions are added and existing attractions reconfigured. The attached photographs illustrate the nature of the various components included in this attractor.

Location - Location of the attractor is currently shown as being just south of the westerly beach in the Nichols Basin area. The configuration shown is an example of what might be installed. We will work with the Port and adjacent businesses to ensure that the final arrangement provides other water-based activity vendors with in and out passage at the north end of the basin. As noted on the attached information facility is a proposal for both deep and shallow water. This multi-use makes it an attractive family-based activity.

Components - Individual components are anchored to the basin floor and will not require any permanent structures to be installed. On the land side, a small space for a portable building will be needed to allow storage of life jackets, minor maintenance equipment, as well as managing a point of sale system. This is a seasonal facility and will be removed at the conclusion of the summer season each year to be reinstalled the following year.

Family Based Activity - The family-based nature of this attraction complements the current activities that are conducted in the basin and the surrounding areas. As seen from the attached illustrations, the nature of the activities is based on individual strengths and does not require extensive equipment. This will provide activities for family members who are not as physically inclined to participate in many of the other strength-based activities that are currently in the basin or the surrounding area.

Existing World Wide Locations - These facilities are currently located all over the world. Current installations are in Europe, Southeast Asia, South America, and Africa; with three on the West Coast of the United States. As such they are well tested and proven to withstand the use that is anticipated.

Schedule

Habitat Development Company proposes to have this facility ready for use in the summer of 2019. To do so a lease will need to be negotiated and resolved in the short term. This facility is a floating attraction. It does not require any structure thus no construction within the basin is required. The equipment supplier indicates that the modules are on hand and ready for shipment and delivery on short notice. Setup of this equipment is simple requiring only minimal tooling and compressed air to inflate, as well as installation of the anchoring system. This allows the facility to be installed and removed within a few days.

Cost and Financial Arrangements

Habitat Development Company proposes to execute a satisfactory document which reflects the nature of this attractor. The shoreside facilities are limited to a small portable building which we would propose to be approximately 20 feet wide by 20 feet long. This facility requires electrical power.

Habitat Development Company Investment - Habitat Development Company is investing approximately \$350,000 to ensure that the facility is viable with sufficient cash flow reserves. The sums are current capital holdings by Habitat Development Company principals. Habitat Development Company will be fully insured and prepared to remit monthly payments to the Port of Hood River in compensation for the space in the water as well as the upland space. In that this is a floating facility the arrangements would be similar to other waterborne vessels.

Entrance Fees - Entrance fees to this attractor will be low and thus encourage all age and socio-economic groups to participate. Current models show that entrance fees will be on the order of \$15 for a one-hour session. Habitat Development Company's economic plan allows for eligible youth organizations to have further discounted access to the aqua park.

Facility Operations

Hours of Operation - It is expected that two or three employees will be able to manage and operate this facility. At times additional employees will be necessary to perform maintenance and initial setup as well as end of season takedown. Hours of operation are expected to be seven days a week with extended hours on weekends.

Landside Needs - This facility will complement the other activities in the area and therefore the hours will be adjusted to ensure that all who wish to participate can do so. Landside needs are limited to the small customer service building mentioned previously. Current restroom facilities provided by the Port of Hood River will suffice for this attraction's needs.

Contingencies - While injuries are not expected in that this is a low impact activity, our employees will be First-Aid and CPR/AED trained with first aid injury kits near at hand. In addition, cell phone service will allow the contact with 911 and first responders should that be necessary.

Utilities - Minimal utilities are needed for this attraction. A 30-amp electrical service will suffice. Parking is available in several nearby lots and should be sufficient for our customers.

Environmental Footprint - While we expect the facility to stand out and be noticed we will ensure that our footprint is minimal and that we operate in an environmentally conscious manner. The nature of this attractor is such that it produces no environmental contamination such as motor exhaust. It is passive in nature and operates with minimal impact.

Risk Management

As with any attraction that involves physical activity there are risks associated with this facility. These risks have been analyzed and based on previous experience by other facilities. Mitigation to these risks are further discussed in the operations plan. All of the employees will be knowledgeable in appropriate usage and will ensure that customers abide by the rules that are necessary to ensure that everyone has a safe and fun time. Furthermore, outside risk managers from our insurance company will be reviewing our operations plan to ensure that is being carried out the best possible way.

Services and Product Procurement

Attractions such as this will require the purchase of services and goods to ensure that it is successful. Habitat Development Company maintains a presence in Hood River and will look to Hood River vendors and service providers for first opportunities. The product vendor initiated its operations in Hood River and has a strong local knowledge.

Next Steps

To ensure that this project comes forward and delivers as promised herein we will need an agreement and support from the Port of Hood River to provide for space and a minor land space that is necessary for our operations. We believe that a simple moorage agreement should be sufficient for both our needs and the Ports. We stand prepared to execute such an agreement as soon as practicable.

Shown are three possible locations. All are workable. Our intentions are to agree on a location that works best for all participants in the Nichols Basin
















Activity Log Report

LV-009-PHR: Port of Hood River

04/02/2019 05:01 - 04/03/2019 05:00

Date and Name	Activity
04/02/2019 23:10 kchandler	Patrol: 12-2 In the area
04/02/2019 23:15 kchandler	GPS Hit (45.7140701, -121.50237453) 0.1 mi. 
04/02/2019 23:22 kchandler	GPS Hit (45.71309015, -121.50142813) 0.0 mi. 
04/02/2019 23:29 kchandler	GPS Hit (45.71394034, -121.50894284) 0.5 mi. 
04/02/2019 23:31 kchandler	Patrol: Out with a vehicle parked on the Spit - occupied Vehicle: WA BGP2930 Ford E450 Bus (green) Driver: Dillon J Bigler DOB 05-24-94 Subject was camping in a bus converted to a motorhome. He was advised of ordinance 24 and directed to a location he could park for the night. Subject left after contact. 12-1 P2
04/02/2019 23:44 kchandler	GPS Hit (45.71553725, -121.51195494) 0.8 mi. 
04/02/2019 23:46	GPS Hit (45.71512332, -121.51574669) 1.0 mi.

Confidential - This document may contain information that identifies individuals, residences and/or vehicles and as such, is considered non-public security data. Release of this information is restricted to authorized recipients. If photo copy is made or if document is released, redact all identifying information.

kchandler	 <p>Google Oregon, USDA Farm Service Agency</p>
04/02/2019 23:49 kchandler	<p>GPS Hit (45.71561053, -121.5270512) 1.8 mi.</p>  <p>Google Oregon, USDA Farm Service Agency</p>
04/02/2019 23:53 kchandler	<p>Patrol: 12-1</p>
04/03/2019 00:31 kchandler	<p>Patrol: 12-2 In the area</p>
04/03/2019 00:35 kchandler	<p>GPS Hit (45.71640103, -121.52646295) 1.8 mi.</p>  <p>Google Oregon, USDA Farm Service Agency</p>
04/03/2019 01:12 kchandler	<p>GPS Hit (45.71475036, -121.51591309) 1.0 mi.</p>  <p>Google Oregon, USDA Farm Service Agency</p>
04/03/2019 01:12 kchandler	<p>GPS Hit (45.7147468, -121.51355601) 0.9 mi.</p>  <p>Google Oregon, USDA Farm Service Agency</p>
04/03/2019 01:15	<p>GPS Hit (45.71383611, -121.50888815) 0.5 mi.</p>

kchandler



04/03/2019 01:23
kchandler

GPS Hit (45.71224942, -121.50199699) 0.1 mi.



04/03/2019 01:30
kchandler

GPS Hit (45.71411764, -121.50217336) 0.1 mi.



04/03/2019 01:35
kchandler

Patrol: 12-1

HRT Security Patrol Services

Parking Enforcement Report

LV-009-PHR: Port of Hood River				04/02/2019 05:01 - 04/03/2019 05:00							
Date	License	Citation	Make / Model	Location	Reason	Type	Permit	Cited	Towed	History	
04/02/2019 23:24 by kchandler	BMK4869 Wa	1	Honda Pilot White	Marina	Abandoned/ Unattended	Guest	No	No	No	No history	
04/02/2019 23:19 by kchandler	C43168G WA	1	Chevrolet 2500 Silver	Moorage	Abandoned/ Unattended	Guest	No	No	No	No history	

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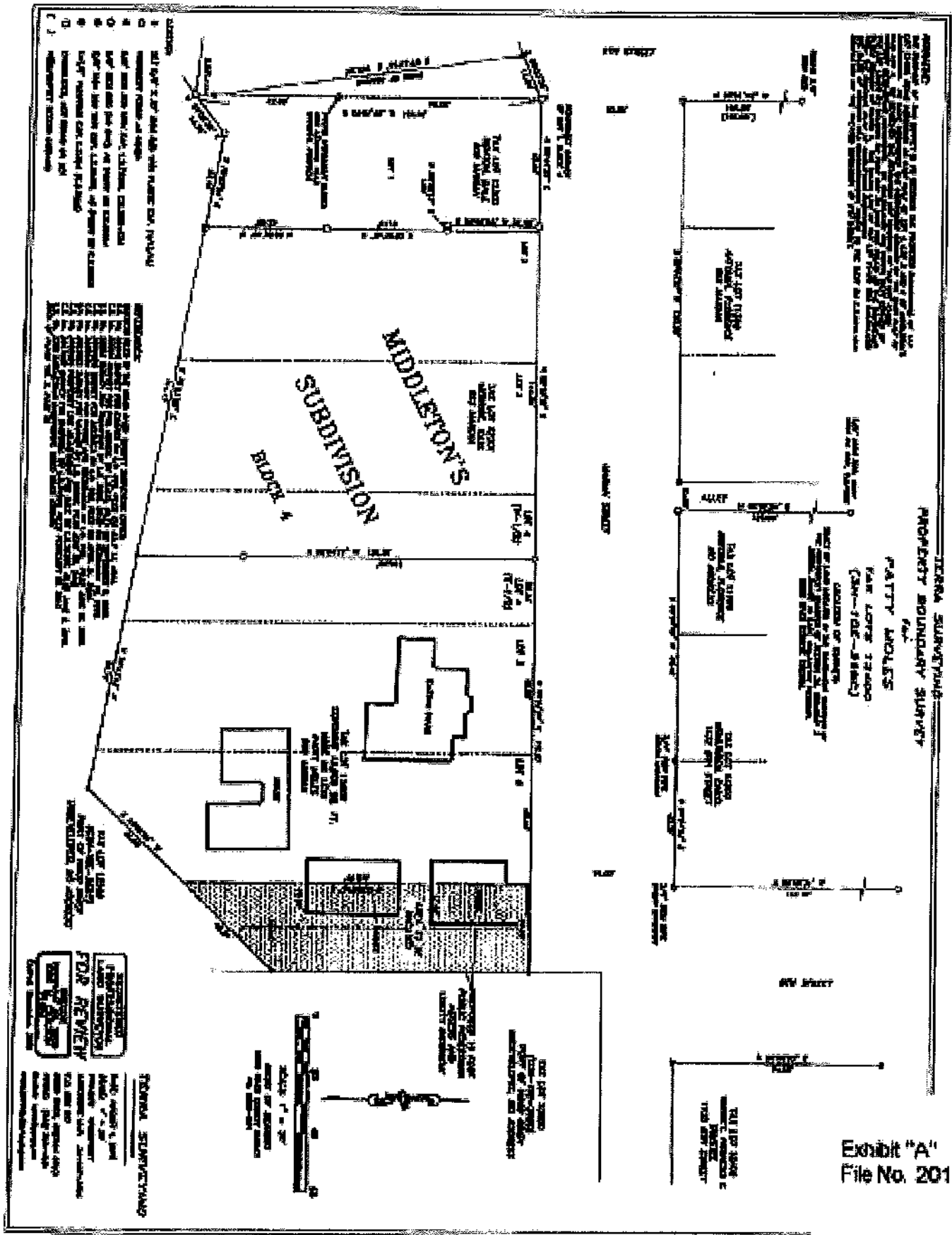


Exhibit "A"
 File No. 2018-35

Exhibit A to Patricia Malpas Petition for Var. & ...

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Port of Hood River**MARINA COMMITTEE MEETING MINUTES****Thursday March 21, 2019 – 8:00 a.m. Port Conference Room****Present-***Committee Members:* Steve Carlson, Josh Sceva, Shawn Summersett, Ted Lohr, Lisa Bloomster*Port Staff:* Daryl Stafford*Representatives:* Jaime Mack from Jr. Sailing, Dan Bubb & Vince Ackerman representing the Boathouse Community, Lars Bergstrom from the HRVHS Sailing Team, Steve Tessmer took part via phone & email**Dock walks:**

- **A,B,C Docks-** All Docks reported being in good shape with only minor repairs needed.
- **Boathouses-** Vince & Dan discussed the problems that the snow loads from this winter caused a few of the boathouses and suggested that tenants hire Tim Clackum, the professional diver, to perform an evaluation (at the owner's expense) of each boathouse's floatation while he is here this April.
- **South Basin-** Shawn noted that several boards have rotted and need to be replaced and that most of the finger docks are out of balance. Port staff has scheduled Tim Clackum to evaluate the conditions of the dock and provide an estimate for the repairs.

Reports:**Marina Manager Report:** Daryl Stafford

- Restroom Block Redesign ADA: Presented Designs from Liz Olberding that were presented to the Commission last month for new walkway and restroom fixes.
- Boathouse replacement & sales: Revisited current procedures, discussion followed.
- Presented directive from the Port Commission stating that all properties must start paying for themselves and not be subsidized. Discussion followed on how Port staff could better manage expenses and increase revenue.
- Main pier electric wire replacement scheduled for April 22-26, along with dock float repair assessment for South Basin Dock and Loading Dock at the boat ramp. John Mann is overseeing this project.
- South Basin Dock Lottery- 5 slips for boats 20' and 2 jet ski slips will be in the lottery that will take place on April 5th. Slips are \$750 for a 6-month term.
- Cruise Ship Dock- Repairs were made to the pilings that were damaged by the Queen of the West by Marks Marine. ACL will incur the costs.
- Marina turnover- 13 slips have been given up since announcing rate increases for 2019. Discussion over how to keep rates down in the future.

HRYC: Ted Lohr

- Opening Day Celebration-June 22nd, goal is to embrace the Marina Community and those interested into getting into sailing and to increase participation. Focus on fun races and a BBQ to follow.
- HRYC alone will be hosting Adult Sailing lessons starting in July. They will be sharing the hosting of the Monday Night Community Sailing with the Jr. Sailing Program. Both programs are sponsored by HR Community Education.
- HRYC thanked Port Facilities crew for helping with the removal of the old shed debris that they took down last month and is glad to have the additional space for storage.

Jr. Sailing: Jaime Mack

- The Jr. Sailing Program is pleased to announce that they will be offering a summer series for kids sailing from July 8-August 8, cost TBD.
- The collaboration between HRYC and Jr. Sailing was presented with a common goal to provide a quality program that would encourage and grow sailing in our community.
- Jaime's husband Andy Mack will be working with Port staff to finalize details and draft a contract.

Hood River High School Sailing Team- Lars Bergstrom

- Practice has started and there are 40 kids participating. Lars said they are a great group and is looking forward to a busy racing season. The first race in HR will be April 20th. Some of the older kids in the program will be helping with the younger kids in the summer program.

Discussions Topics

- **Rate Increases: Ideas of how to reduce expenses or increase revenue without raising tenants rates every year.**
 - Committee requested current information regarding expenses assessed to the Marina. Staff will work with Port CFO to provide it to them.
 - Ideas to decrease expenses:
 - Contract out projects currently assigned to Port staff that could be done by outside sources for a better price.
 - Increased communication with tenants to better educate them and create an awareness of Marina Rules and Regulations so that Port staff will spend less time in the long run.
 - Better contract and project management to avoid shoddy work from contractors.

- Brainstorming session of revenue opportunities
 - Parking Fees at the boat ramp, users should pay to park, along with meters at the Marina Beach area.
 - Offering for-pay camping /dry RV spaces.
 - Dry storage for boats on trailers at DMV parking Lot.
 - Charge higher prices for out of town tenants. Port of Camas does this.
 - Mooring Balls in the NW corner of the Marina Basin.
 - Allow Port to rent vacant slips that tenants do not have boats in at a higher price to contribute to the general Marina fund.
- **Rules & Regs:**
 - Discussed tenants who have not had the vessel of record, or who had sold their boat and not replaced it, in their slips for over 18 months, and how it is unfair to those on the waitlists. Ideas discussed:
 - Offer to put the current tenant on the waitlist and offer to the next person waiting.
- **Short Term Planning:**
 - Consensus from Committee that the boat ramp is priority to get repaired. Low water causes people to back past the end of the ramp and trailers could possible drop off the edge. Short term fix is to have gravel put in or scraped back. Cost should be assessed to the people who use it.
 - Sale of Boathouses: Group reviewed process to establish a punch list for buyers and sellers to simplify the transaction and maintain reasonable safety.
- **Long Term Planning:**
 - Jaimie Mack provided documents from a 2015 meeting for a Community boating center at the Marina Park location moving all the dinghy sailing to the NW corner of the Marina. The current SB Dock could then be offered to the public for small boats.
- Steve Tessmer suggested that if the Commission would like to move forward with any expansion of the Marina that the best financial option would be to extend A&B Docks and that Port Staff should apply for permits to get the process started, estimating it would take at least 3 years to acquire them. He also provided several documents from meetings over the last 6 years with reasons that he felt the boathouses are an asset to the Marina, and how long-term plans should continue to include them.

Prepared by: Daryl Stafford

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Commission Memo



Prepared by: Anne Medenbach
Date: April 9, 2019
Re: Lower Mill Wetland In-Lieu Fee Permit

Staff has worked through various wetland mitigation plans for the Lower Mill over the last two years. Staff worked on one mitigation option at the John Webber Business Park and after three application attempts, looked elsewhere in the watershed. A mitigation site was unable to be found that was large enough, suitable, or available. In October of 2018, the Army Corps of Engineers (USACE) determined that the wetland that required mitigation was not waters of the U.S. This determination enabled staff to request a Fee in Lieu of Mitigation permit with the Department of State Lands (DSL); a program that is only available to wetlands that are not deemed jurisdictional by USACE.

A Payment in Lieu means that the Port pays an amount equal to the likely cost to mitigate into a DSL account for Hood River County. This account will have over \$300,000 after our payment and are actively looking for a wetland bank or other wetland expansion type of project.

DSL has a set formula that is used to determine what the fee in lieu payment will be. For this project, that amount is \$132,218.57. This is based on a DSL calculation that considers the location, size, and type of the wetland. This is a non-negotiable number.

The Port's application for fee in lieu has completed the public comment period and is entering the final technical review. The final permit will be issued May 6. Before that time, the Port must submit the payment (documents attached) to complete the application. Once the Port has the permit, the wetland can be filled, the site can be graded, and we can market it for sale.

RECOMMENDATION: Authorize Payment In-Lieu of Mitigation to the Department of State Lands for wetland mitigation at the Lower Mill not to exceed \$132,218.57.

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Mitigation Payment Form

Please include this form with your check made out to:

Oregon Department of State Lands & mail to:
Oregon Dept. of State Lands
775 Summer St NE Ste 100
Salem, OR 97301

Please fill in your current contact information & be sure to write your file # on your check. Your cancelled check is your receipt.

--

		Date Stamp	
DSL APP#	60720-RF	Payment Amount Due	\$132,218.57
Applicant	Port of Hood River	Attn:	Michael McElwee
Phone Number	541-386-5116	Email Address	mmcelwee@portofhoodriver.com

For ILF payments, DSL will send a copy of the Bill of Sale for mitigation credits to the Corps and the Applicant, acknowledging that DSL is accepting the mitigation obligation.

DSL Office only:

Mitigation source:

Impact amount	Pay to		PCA	PCA split
X	PIL	Statewide	100% 13011-0218	
	ILF	Halfmile Lane 90-2009-02	100% 13012-0218	
	ILF	Tamara Quays 90-2009-01	70% 13012-0218	30% 13013-0218
	ILF	Pixieland 90-2010-01	70% 13012-0218	30% 13013-0218
	ILF	Clear Lake 90-2013-01	70% 13012-0218	30% 13013-0218
	ILF	Kilchis River 90-2014-02	70% 13012-0218	30% 13013-0218

Impact location:

Impact	HUC	Basin	Impact	HUC	Basin
0.86	170701	Middle Columbia		180102	Klamath
	170800	Lower Columbia		170702	John Day
	171002	North Coast		171200	Malheur
	171003	South Coast		170601	Lower Snake
	170900	Willamette		170502	Middle Snake / Powder
	170703	Deschutes		170501	Middle Snake / Boise
					Other – CA border

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Payment Calculator For In-Lieu Fee Programs

This calculator should be used to calculate payments for DSL-sponsored mitigation, or to determine a financial security for permittee-responsible mitigation. For assistance, please contact Dana Field at dana.field@state.or.us.

Instructions: Select method A or method B. Insert the requested information in goldenrod highlighted cells. Payment required is calculated in the green highlighted cell.

Method A: Use of a DSL project where costs are known

Area to be mitigated (acres)	0.86	Insert the acreage of the impact that must be mitigated
Cost per acre for approved ILF project	\$24,573	Insert the correct price from Table 1 based on the ILF project proposed for credit purchase
PAYMENT REQUIRED:	\$21,132.49	Cost equals area to be mitigated * cost of mitigation, per acre

Table 1: Cost per acre for approved projects Service areas and wetland classes can be found at http://www.oregon.gov/DSL/PERMITS/Pages/mitbank_status.aspx

In Lieu Fee Projects Approved	Cost per acre
Half Mile Lane	\$81,599
Tamara Quays	\$82,117
Pixieland	\$51,568
ILF Wilson Trask Nestucca: Kilchis River Preserve	\$93,605
ILF Lower Columbia: Clear Lake	\$118,622

HUC

Method B: Other areas in Oregon where costs are not known

Area to be mitigated (acres)	0.86	Insert the acreage of the impact that must be mitigated. For streams, use the average width at ordinary high water times the length of impact to determine acres.
Tax lot acreage (impact site)	4.81	Insert the total acreage of the tax lot where impact is located
Real market land value of tax lot	\$316,380.00	Insert the real market land value for the tax lot. See more information below.
Real market value of area to be mitigated	\$56,566.90	Equals area to be mitigated / tax lot acreage * real market land value of tax lot
Zoning Discount Factor	0.2	Insert the correct discount from Table 2 based on the zoning of the tax lot being impacted
RMV = Real Market Value, discounted	\$11,313.38	Equals the real market value per acre * zoning discount factor
R = Restoration Cost	\$43,766	Insert the restoration cost from Table 3 for the basin where the impact will occur
LT = Long term management costs	\$13,129.68	Equals 30% of the restoration costs per acre
A = Administration	\$6,820.87	Equals 10% of the sum of RMV, R, and LT
mm = Mitigation Multiplier	0.5	Equals 0.5 and assumes a 2:1 replacement ratio
PAYMENT REQUIRED:	\$132,218.57	Cost = [RMV+ (Impact acres * (R+LT+A))] / mm

Table 2: Zoning Discount Factor

Description of Zoning	Proportion of RMV to be included
Industrial, Commercial, Multi-Dwelling (apartments, mobile homes) of any acreage, plus other improved tax lots less than 1 acre in total size	0.2
Other improved tax lots at least 1 acre in total size, plus vacant lots less than 1 acre in total size	0.5
Vacant tax lots at least 1 acre in total size, and farm and forest lands	0.8
Conservation Use/Public Reserve	1

Table 3: Restoration Cost by Basin

Basin (6 digit hydrologic unit code)*	Wetlands (per acre)	Streams (per acre)
Black Rock Desert (160402)	\$25,053	\$16,061
Deschutes River Basin (170703)	\$41,248	\$17,596
John Day River Basin (170702)	\$25,053	\$18,078
Klamath River Basin (180102)	\$15,114	\$14,990
Lower Columbia (170800)	\$33,065	\$17,926
Lower Snake (170601)	\$17,688	\$16,325
Middle Columbia River Basin (170701)	\$43,766	\$19,808
Middle Snake-Boise (170501)	\$25,053	\$15,648
Middle Snake-Powder (170502)	\$12,301	\$18,352
Northern Oregon Coastal (171002)	\$26,244	\$14,804
Oregon Closed Basins (171200)	\$25,053	\$15,961
Southern Oregon Coastal (171003)	\$19,156	\$14,992
Upper Sacramento (180200)	\$25,053	\$15,188
Willamette River Basin (170900)	\$34,383	\$19,779

* A pdf map of 6-digit hydrologic unit codes can be found at: http://www.oregon.gov/dsl/WW/Documents/6digit_HUCmap_nrcs142p2_043094.pdf

* You may find your basin by searching for "Basins" using Oregon Explorer-Places <http://oregonexplorer.info/places/basins>

Match the first 6 digits of the of the HUC number to the table above.

Note that the Oregon Explorer uses different basin names and codes for some areas than is listed in the table above. Contact DSL for assistance if needed.

Instructions to retrieve the tax lot information where impacts are proposed:

Tax lot information can be accessed using the most recent property tax statement, from the county assessor office, or from a recent land appraisal.

The real market value of the land should be used in the calculations; do not include structures.

Many counties have unofficial records searchable online where the acreage, zoning and land market value of the tax lot can be retrieved and used for DSL purposes. For a listing of county assessor websites visit the Oregon Department of Revenue:

<http://www.oregon.gov/DOR/programs/property/Pages/county-contact.aspx>

These records can be generally be searched by site address, owners name, account or taxlot.

If an impact will occur across multiple tax lots, contact Dana Field (dana.field@state.or.us) for assistance.

For impacts on unassessed lands such as right of ways, adjacent tax lots may be used to determine the real market land value for the payment calculator.

Hood River WebMap: TAXLOT REPORT



Map & Taxlot: 02N10E25C 902
 Account #: 13354
 Address:
 3335 NEAL CREEK MILL RD, HOOD RIVER

Structure

Year Built:
 Bedrooms
 Baths:
 Class:

Land

Acres: 4.87
 Assessor's Use Class:
 PORT
 PROPERTIES OR
 OTHER MUNICIPAL
 PROPERTIES -
 VACANT LAND

Owner: PORT OF HOOD RIVER
 1000 E PORT MARINA DR
 HOOD RIVER OR 97031

RMV: \$0
 Total RMV: \$316,380

Hood River County Records & Assessment
 601 State Street
 Hood River, OR 97031

This map product was generated from a dynamic webmapping site, and is for informational purposes only. It may not have been prepared for, nor be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



<http://hrccd.co.hood-river.or.us/county-webmap>

Report Date: 12/7/2017

*zoned M-1
 industrial*

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Commission Memo



Prepared by: Kevin Greenwood
Date: April 9, 2019
Re: ODOT IGA

In September, the Federal Highway Administration (FHWA) agreed to serve as the federal lead agency for the bridge replacement National Environmental Protection Act (NEPA) process. FHWA's responsibility is to ensure that the process is transparent and upholds federal environmental criteria for the administration.

At that time, FHWA delegated to the Oregon Dept. of Transportation (ODOT) the role of reviewing the memos, reports, and studies that make up the body of the NEPA document. ODOT agreed to serve as a reviewer of WSP's work but required that the department be reimbursed for its staff time. ODOT's charges for these services will be eligible for reimbursement from the \$5-million appropriation identified in the 2017 Transportation Bill.

Negotiations have taken place to understand the scope and cost of ODOT's time. This contract is split into two phases: 1) the Draft EIS re-evaluation and cumulative impacts and 2) the Supplemental Draft EIS and Record of Decision (ROD). This contract amount is budgeted for as part of the \$5-million appropriation.

Other items of note:

- The Port of Hood River is referred to in the IGA as "Agency"
- Language affirms that the Port may make payments to the State from the \$5M appropriation (IGA #32334)
- ODOT agrees that the Port's holdings in the state's Local Government Investment Pool (LGIP) qualify as an "advanced deposit."
- Only services after the execution date are eligible for payment by the Port.
- State's travel expenses are eligible for payment by the Port.
- Any costs over \$160,000 would require Port Commission approval.

RECOMMENDATION: Approve Intergovernmental Agreement for Reimbursement of Consultation Services with the Oregon Dept. of Transportation in an amount not to exceed \$160,000.

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INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the Port of Hood River, acting by and through and its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any and all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. House Bill 2017 requires the Oregon Transportation Commission to allocate funding to Agency for Agency to complete an environmental impact statement for the replacement of the Hood River / White Salmon Interstate Bridge (the "Project").
3. In order for State to fulfill its obligations under House Bill 2017, the Parties entered into Intergovernmental Agreement 32334, dated January 8, 2018. Under the terms of that agreement, State agreed to provide to Agency \$5,000,000 of State funds for Agency's work on the Project.
4. The Oregon Division of the Federal Highway Administration (FHWA) is the federal agency responsible for reviewing Agency's work on the Project to ensure compliance with the requirements of the National Environmental Policy Act (NEPA). Both FHWA and Agency have requested that State provide assistance and support in this review.
5. The purpose of this Agreement is to set forth the scope of the assistance provided by State and the amount of reimbursement paid by Agency to State for such assistance.
6. The services performed under this Agreement will assist the Parties in gaining a better understanding of State's role in the Project and the amount of staff and time State will need to contribute to the Project. The Parties intend to amend this Agreement or initiate a new agreement to reflect the additional time and services State will contribute to the Project upon completion of the services set forth herein.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

Agency/State
Agreement No. 33078

TERMS OF AGREEMENT

1. State shall provide to Agency certain NEPA-related consultation services (the “Services”) for the Project. The Services are set forth in Exhibit A, attached hereto and by this reference made a part hereof.
2. Agency shall pay State for State’s performance of the Services an amount not to exceed \$160,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.
3. This Agreement becomes effective on the last date all required signatures are obtained (the “Execution Date”) and terminates upon completion of the Services and final payment or five (5) calendar years following the Execution Date, whichever is sooner.

AGENCY OBLIGATIONS

1. Upon receipt of written request from State, Agency shall forward to State an advance deposit or irrevocable letter of credit in the amount of \$160,000 for the total estimated cost of State’s provision of the Services.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
3. Agency certifies and represents that the individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
4. Agency Contact for this Project is Michael McElwee, Executive Director, 1000 E Port Marina Drive, Hood River, OR 97031, 541.386.1138, mmcelwee@portofhoodriver.com, or assigned designee upon individual’s absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform the Services as set forth in the attached Exhibit A.
2. State shall maintain accurate cost accounting records for State’s performance of the Services. State shall submit to Agency itemized cost records that set forth the activities performed as part of the Services and the amount of time spent working on such activities. State shall submit such records every month.
3. If State completes the Services and State’s total costs are less than \$160,000, State shall refund to Agency the portion of Agency’s advance deposit that exceeds State’s actual total costs for the Services.

Agency/State
Agreement No. 33078

4. State's obligation to perform the Services is limited to a maximum of \$160,000, as calculated by State.
5. State's contact for this Agreement is Kristen Stallman, Strategic Policy Advisor, 123 NW Flanders Street, Portland, OR 97209, 503.731.4957, kristen.stallman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. This Agreement may be terminated by either Party upon sixty (60) days' written notice to the other Party.
3. If this Agreement is terminated as described in General Provision 1 or 2 then State shall calculate its total costs up until the date of termination and shall refund to Agency the portion, if any, of Agency's advance deposit that exceeds State's actual total costs for the Services.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Each Party is responsible for providing workers' compensation insurance as required by law. Neither Party shall be required to provide or show proof of any other insurance coverage.
6. Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. Each Party acknowledges and agrees that the other Party, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other Party which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. Neither Party will subcontract or assign any part of this Agreement without the written consent of the other Party.
9. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third

Agency/State
Agreement No. 33078

Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

10. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
11. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
12. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
13. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Agency/State
Agreement No. 33078

14. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
15. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Agency/State
Agreement No. 33078

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO FORM

By _____

Counsel

Date _____

Agency Contact:

Michael McElwee, Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031
541.386.1138
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through its Department of Transportation

By _____

Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Region 1 Project Services Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Rachel Bertoni via email dated 3/4/2019

State Contact:

Kristen Stallman, Strategic Policy Advisor
123 NW Flanders Street
Portland, OR 97209
503.731.4957
kristen.stallman@odot.state.or.us

Agency/State
Agreement No. 33078

**Exhibit A
Description of Services Provided by State**

Agency authorizes State to perform the following activities and to draw from Agency's advance deposit to pay for such activities:

<i>Tasks</i>	<i>Traffic team Hours</i>	<i>Estimated Total Hours</i>	<i>Hourly Rate \$69</i>
<i>Phase 1</i>			
Agency Coordination Plan		16	\$ 1,104
DEIS Reevaluation		12	\$ 828
Technical Reports (includes methods)	40	782	\$ 53,958
Cumulative Impacts	40	112	\$ 7,728
Phase 1 Subtotal	20	842	\$ 58,098
<i>Phase 2</i>			
Supplemental EIS	20	690	\$ 47,610
Biological Assessment/ ESA Section 7	120	228	\$ 15,732
Final EIS (including response to SEIS comments and mitigation plan)	30	452	\$ 31,188
Decision Document/Admin Record		116	\$ 8,004
Phase 2 Subtotal	30	1346	\$ 92,874
TOTAL	150	2308	\$ 159,252

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Commission Memo



Prepared by: John Mann
Date: April 9, 2019
Re: Miscellaneous Bridge Truss & Steel Repairs

Staff issued an Invitation to Bid for the Bridge Miscellaneous Steel Repairs on February 6, 2019. Staff advertised the project with a bid closing date of March 26, 2019.

Based on the 5-year bridge maintenance model prepared by HDR Engineering and staff, and new damage that has occurred to the bridge center span, the Commission authorized staff to move forward with these repairs during this fiscal year.

Two bids were received March 26, 2019:

- Abhe & Svoboda: \$256,918.00
- Advanced American Inc: \$266,000.00

The protest period has passed without contest. Staff and HRD Engineering have reviewed the bids and recommend Abhe & Svoboda (based in Minnesota) be selected to perform the work. Staff has received all required documents for the project. Commission authorization of contract approval on April 9, 2019 will help shorten the contract period by enabling Abhe & Svoboda to complete the work at the end of May verses an end of June or mid-July timeframe. This will further help mitigate significant impacts to commercial traffic related to fruit harvest and help complete the project sooner for a shortened inconvenience to the public.

The core of the contract documents are attached. The full contract document, including bond and insurance forms, are available upon request.

RECOMMENDATION: Ratify contract with Abhe & Svoboda for the Bridge Miscellaneous Truss & Steel Repairs project not to exceed \$256,918.00, plus reasonable reimbursable expenses.

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**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT" or "AGENCY") and Abbe E. Jurboda ("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 perform the work prescribed in these contract documents on the Hood River Interstate Bridge ("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) Project Information (Section I)
- C) Bid Form (Section II)
- D) Pricing Submittal Form (Section III)
- E) Bid Bond Form (Section IV)
- F) First-Tier Subcontractor Disclosure Form (Section V)
- G) Payment Bond Form (Section VI)
- H) Performance Bond Form (Section VII)
- I) Certificate of Insurance Form (Section VIII)
- J) Port of Hood River Public Improvement Contract (Section IX)
- K) The sections of the Oregon Standard Specifications for Construction and Supplemental Oregon Standard Specifications for Construction, as identified and amended in this bid booklet (Section X)
- L) Bid Schedule (Section XI)
- M) Drawings prepared for/or issued by PORT
- N) Notice of Intent to Award
- O) Notice to Proceed
- P) Payment verification of Prevailing Wages Rates
- Q) 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 an amount not to exceed** \$2,569,918.00, in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Base Bid Work plus agreed to Alternatives.

Contract Duration:

Project Start will be at issuance of Notice to Proceed. Substantial work on the bridge shall not begin prior to receiving approval of Coast Guard and shop drawing submittals.

Final Completion: 90 working days from Project Start.

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 \$1500.00, for each day of delay beyond the completion day identified above.

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 James Svoboda 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 7/2, 2019.

CONTRACTOR

PORT OF HOOD RIVER

By James Svoboda

By Michael S. McElwee

Its Vice President

Its Executive Director

PRICING SUBMITTAL FORM

DATE: 3/22/19

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: Hood River Interstate Bridge Miscellaneous Truss and Steel Repairs
FOR THE BASE SUM OF:
TWO HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED ELEVENTEEN-DOLLARS. (\$ 256,918.00)

CHANGES TO THE WORK

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

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

AUGUST 31ST, 2019.

Company: Abhe & Svoboda Inc. Telephone: 952-447-6025


Company Address: 18100 Dairy Lane, Jordan MN, 55352

Email: james@abheonline.com Fax: 952-447-1000

Construction Contractors Board Number 73739

Expiration Date 6/1/2020

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:  James Svoboda, Vice President 3/22/19

Signature / Name & Title / Date

SECTION XI. BID SCHEDULE

Payment for work done under this contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210	MOBILIZATION	LS	1		
0225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1		
0253	TEMPORARY WORK ACCESS AND CONTAINMENT	LS	1		
BRIDGES (STRUCTURE NO. 06645)					
0560	STRUCTURAL STEEL MAINTENANCE	LS	1		
0560	BRIDGE RAIL POST REPLACEMENT	EACH	15		
0560	HAND RAIL PIPE REPLACEMENT	EACH	18		
0560	ROCKER BEARING MODIFICATION	EACH	8		
0560	STRINGER CONNECTION MODIFICATION	EACH	7		
0560	FLOORBEAM KNEE BRACE REPAIR	EACH	7		

PORT OF HOOD RIVER

SPECIAL PROVISIONS

FOR

**Hood River Interstate Bridge
Miscellaneous Truss and Steel Repairs
Hood River – White Salmon Hwy.
Hood River, OR. and Klickitat, WA. Counties**

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BID SCHEDULE

SECTION X. SPECIAL PROVISIONS

On the attached or inserted sheets which follow is given a description of the work to be performed under this Contract, together with required provisions, supplemental standard specifications, special provisions and instructions which supplement and modify the published "Oregon Standard Specifications for Construction" book and published "Supplemental Oregon Standard Specifications for Construction" book (if any) making them applicable to the particular work to be done.

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on the Hood River Interstate Bridge in Hood River County, Oregon and Klickitat County, Washington

1. Portal frame repairs.
2. Bridge rail post replacement.
3. Hand rail pipe replacement.
4. Rocker bearing modifications.
5. Stringer connection modifications.
6. Floorbeam knee brace repairs.
7. Bottom chord splice repair.
8. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Port of Hood River Project.


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Hood River Interstate Bridge
Miscellaneous Truss and Steel Repairs
Bridge #06645
Hood River – White Salmon Hwy.
Hood River, OR. and Klickitat, WA. Counties

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: 12/31/2020</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge 06645 (Hood River). Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section <u>00210, 00220, 00225, 00253, 00290, 00296, 00560, 00594, 02530, 02560</u></p>
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