



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, September 10, 2019**  
**Marina Center Boardroom**

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**5:00 P.M.**  
**Regular Session**

1. Call to Order
  - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30-minute limit)
3. Consent Agenda
  - a. Approve Minutes of August 20, 2019 Regular Session, August 28, 2019 Special Meeting and August 30, 2019 Special Meeting (*Maria Diaz – Page 3*)
  - b. Approve Lease with Northwave in the Jensen Building (*Anne Medenbach– Page 11*)
  - c. Approve Lease with GorgeNet in the Big 7 Building (*Anne Medenbach– Page 11*)
  - d. Approve Lease with Ken Peterson in the Big 7 Building (*Anne Medenbach– Page 11*)
4. Reports, Presentations and Discussion Items
  - a. Port Intern Project Report: Port Office Complex Electrical Evaluation – Jose Santillan (*Michael McElwee, Page 23*)
  - b. Nichols Basin Dock Project (*Michael McElwee, Page 25*)
  - c. Real Estate Strategy Work Session Agenda (*Anne Medenbach, Page 29*)
  - d. Airport Projects Update (*Anne Medenbach, Page 33*)
  - e. Financial Report for the Year Ending June 30, 2019 (*Fred Kowell, Page 41*)
  - f. Bridge Replacement Project Update (*Kevin Greenwood, Page 51*)
5. Director’s Report (*Michael McElwee – Page 67*)
6. Commissioner, Committee Reports
  1. Airport Advisory Committee – August 22 (*Streich, Everitt, Page 85*)
7. Action Items
  - a. Approve Contract with Hage Electric for On-Call Bridge Electric Services (*John Mann, Page 89*)
  - b. Approve Amendment No. 1 to Task Order 1 with PSquare for Maintenance and Support of the BreezeBy Tolling System Not to Exceed \$129,680. (*Fred Kowell, Page 97*)
  - c. Approve Contract for Lower Mill Access Road Project (*Anne Medenbach– Page 103*)
  - d. Authorize Intergovernmental Agreement and Task Order 1 with Portland State University for Recreational Services Efficiency Study (*Michael McElwee – Page 131*)
8. Commission Call

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9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on 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 August 20, 2019, Work Session and Regular Session  
 Marina Center Boardroom  
 5:00 p.m.**

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

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**5:00 P.M.  
 Regular Session**

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

**Absent:** None.

**Media:** Emily Fitzgerald, Hood River News

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:02 p.m.
  - a. **Modification to the minutes-None**

2. **PUBLIC COMMENT:** None

**3. CONSENT AGENDA:**

- a. Approve Minutes of August 6, 2019, Regular Session
- b. Approve Accounts Payable to Jaques Sharp in the amount of \$8,620

**Motion:** Move to Approve Consent Agenda, with changes to the minutes noted.

**Move:** Streich

**Second:** Chapman

**Discussion:** Commissioner Chapman requested to change the last sentence to read "Commission consensus to move forward with the process" for the Minutes of August 6 under the Forth Electric Charging Station Concept Plan & Funding Application report.

**Vote:** Unanimous

**4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:**

- a. Toll Violations Fines & Fees Discussion- Fred Kowell reviewed the current process carried out by staff when a vehicle repeatedly runs-through the toll facility without payment. Kowell discussed various approaches to the tolling structures concerning fines. Kowell seeking further discussion for the tolling structure fines. Commission consensus to a "no" grace period, \$18 fee, and separate fee structure for Class 1- 2 and Class 3.
- b. Bridge Replacement Project- Kevin Greenwood reported on a proposal from firm Mott McDonald on the cost and time for the next phases of engineering. Greenwood reported he is developing a Scope of Work for Engineering Analysis in conjunction with the Post-NEPA phase. Commission discussion ensued about the appropriate phase decision of future ownership of the bridge. Greenwood discussed the needed geotechnical borings, reporting that additional borings would result in amending the contract with WSP. Greenwood shared that Chuck Green will be attending the first October meeting to present his third-party analysis of the FEIS project progress thus far and the work of the project team led by WSP. Commissioner Streich opened the discussion concerning the allocated funds for Bridge Replacement Project if Port of Hood River does not take ownership of Bridge.

**5. Director’s Report:**

Michael McElwee sought feedback from the Commission for the dates of the September Commission meetings. There was consensus for the Real Estate Planning Retreat special meeting to take place on September 17, 2019, at 9 am at the Columbia Gorge Hotel. McElwee reported staff is working with Barb Ayers for the Power Outage Plan and continue to develop an in-house plan in case of a power outage. McElwee reported the Event Site hosts Sharon and John Chow will end work for the summer and will provide a summary report for the Commission. McElwee reported a large deadhead emerged in the Marina Basin on August 8, 2019, likely as a result of river bottom disturbance caused by an American Cruise Line vessel that was docked in the Marina that day. McElwee also briefly introduced a proposal from American Cruise Lines for future docking arrangements for their vessels and potential reconfigurations of the commercial dock and jetty landings. McElwee discussed meeting with representatives of the Hood River Downtown Business Association focused on the dynamic of the downtown and the waterfront. McElwee reported he would bring a modest proposal for an outside company to provide a scope of work for further analysis. McElwee reported bridge deck welding should begin soon and request Commission feedback on timing relative to the fruit harvest. Commissioner Sheppard suggested mid- to late-October would be optimal.

**6. COMMISSIONER, COMMITTEE REPORTS:**

a. Commissioner Meriwether reported on Energy Council Meeting discussion related to the Public Safety Power Shutoff plan proposed by Pacific Corp, reporting that conditions likely would not trigger a power outage.

**7. ACTION ITEMS:**

**a. Approve 2019-2020 Executive Director Work Plan**

Motion: Approve 2019-2020 Executive Director Work Plan.

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

**b. Authorize Amendment No. 3 to Contract with HRT Security Services**

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

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

**c. Approve Intent to Award Contract for Lower Mill Grading & Paving Project, Barring No Protests**

Motion: Approve Intent to Award Contract with Beam Excavating subject to legal counsel review.

Move: Meriwether  
 Second: Chapman  
 Discussion: Medenbach suggested options to approve contract- 1. Approve contract via phone or 2. Approve contract on 3. Approve contract in the September 10th meeting. 4. Set Special Meeting to Approve contract.

Ayes: Everitt, Chapman, Meriwether, Sheppard.  
Nays: Streich  
MOTION CARRIES.

**8. COMMISSION CALL: None.**

**9. EXECUTIVE SESSION:** President John Everitt recessed Regular Session at 6:45 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.

**10. POSSIBLE ACTION: None.**

**11. ADJOURN 7:15 p.m.**

**Motion:** Motion to adjourn the meeting.  
**Move:**  
**Second:**  
**Discussion:** None  
**Vote:** Unanimous  
**MOTION CARRIED**

The meeting was adjourned at 7:15 p.m.

Respectfully submitted,

\_\_\_\_\_  
Maria Diaz

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

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David Meriwether, Secretary

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**Port of Hood River Commission  
 Meeting Minutes of August 28, 2019 Special Meeting  
 Marina Center Boardroom  
 2:00 p.m.**

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

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**2:00 P.M.  
 Special Meeting**

**Present:** Commissioners John Everitt, Kristi Chapman, Ben Sheppard, Hoby Streich; Legal Counsel Lesley Haskell; from staff, Anne Medenbach, Genevieve Scholl

**Absent:** David Meriwether.

**Media:** Emily Fitzgerald, Hood River News.

- 1. CALL TO ORDER:** President John Everitt called the meeting to order at 2:00 p.m.
  - a. Modification, Addition to Agenda: None.**

**2. ACTION ITEMS:**

**a. Approve contract with Beam Excavating for Lower Mill Grading & Paving Project not to exceed \$440,000, subject to legal counsel review.**

Lesley Haskell disclosed a potential conflict of interest in that Beam Excavating is a client of the Jaques Sharp law firm, but that they are not representing Beam on this project. Anne Medenbach introduced Carlos Garrido and Lindsey Grove of HRK Engineering to explain the significant difference in the engineer’s estimate for the project and the lowest bids received. Mr. Garrido gave a brief introduction to the HRK Engineering firm, formerly known as Vista GeoEnvironmental. Ms. Medenbach review the Bid Tabulation sheet for the project, noting that the final engineer’s estimate was \$321,000, and the cluster of lowest bids were approximately \$480-\$495,000. With three contractors submitted bids in a certain range, Ms. Medenbach reported that staff views that as a consensus on the real cost. Ms. Medenbach and Mr. Garrido provided a timeline of the budget process and chosen specifications for the project, noting that the engineer’s estimate did not include prevailing wage (an approximate \$60,000 omission). There was discussion about ODOT specifications being used despite potentially lower cost suppliers available in order to provide fair and equitable bidding conditions for the project. Further discussion about how the price volatility for the ODOT spec material also contributed to the discrepancy of estimated and lowest bid costs. Ms. Medenbach explained the unpredictable nature of excavation projects and difficulties associated with accurate estimating. Commissioner Streich asked why the subsurface studies were not complete before bidding. Ms. Medenbach explains the reason was significant cost and limited reliability of such study. Commissioner Sheppard asked whether the project could be rebid. Medenbach explained contracting rules that state since there is an apparent Low Bidder (Beam Excavating) and an issued Intent to Award, the Port now can only negotiate with that bidder, or cancel the project and reject all bids. She reported that staff has begun negotiations with the bidder, and was able to lower the cost to \$440,000 by value-engineering some of the material. Mr. Garrido further described available local source for materials and the use of ODOT specifications. Commissioner Chapman commented on personal experience with quickly rising rock prices locally. Medenbach then reviewed three staff-recommended options; 1) Cancel the project and rebid next year, 2) Cancel the project and solicit quotes for the access road paving only, 3) Move forward now and continue to negotiate with the contractor. Medenbach noted that option #3 would only be possible by moving budgeted contingencies for other planned projects to cover the difference in the approved budget and the expected costs. Commissioner Streich requested review of the road design. Lindsey Grove provided a review of the road design plan. General discussion among the Commissioners ensued, with

Commissioners Streich and Sheppard stating they were not in favor of option 3, Commissioner Chapman expressing concern that delay would result in higher costs, Commissioner Sheppard requesting confirmation when the fee in-lieu wetland fill permit would expire. Commissioner Everitt remarked on the difficulty of making sound decisions based on numbers that are more than 15-20% off. He then called for a motion to reject all bids. Further discussion ensued. There was general discussion of purchasing the rock material directly from a local quarry and stockpiling it until the project is ready to proceed, based on a recommendation from Mr. Garrido. Commissioner Sheppard stated that we wanted to know whether the permit would be extendable or renewable. Commissioner Streich expressed frustration with inaccurate cost estimates during the budget process, project bidding, and project completion, noting Change Orders requested with previous projects and further stating that he is not comfortable moving approved budgets for other projects to cover the discrepancy in this one.

**Motion: Approve contract with Beam Excavating for Lower Mill Grade & Pave Project, not to exceed \$440,000, subject to legal counsel review and contingent upon confirmation that fee in-lieu wetland permit that expires April 26, 2020 is not eligible for extension or renewal.**

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

**11. ADJOURN:**

**Motion:** Motion to adjourn the meeting.

Move:  
Second:  
Discussion: None  
Vote: Unanimous

**MOTION CARRIED**

The meeting was adjourned at 3:20 p.m.

Respectfully submitted,

\_\_\_\_\_  
Genevieve Scholl

**ATTEST:**

\_\_\_\_\_  
John Everitt, President



**Port of Hood River Commission  
Meeting Minutes of August 30, 2019 Special Meeting  
Marina Center Boardroom  
3:00 p.m.**

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

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**3:00 P.M.  
Special Meeting**

**Present:** Commissioners Ben Sheppard (telephone), Hoby Streich, Kristi Chapman; Legal Counsel Jerry Jaques (telephone); from staff, Anne Medenbach, Genevieve Scholl

**Absent:** David Meriwether, John Everitt.

**Media:** Emily Fitzgerald, Hood River News.

- 1. CALL TO ORDER:** Vice President Ben Sheppard called the meeting to order at 3:00 p.m.
  - a. Modification, Addition to Agenda: None.**

**2. ACTION ITEMS:**

- a. Approve contract with Beam Excavating for Lower Mill Grading & Paving Project not to exceed \$440,000, subject to legal counsel review.**

Anne Medenbach reported that, as the motion approved during the August 28, 2019 special meeting included the contingency of confirmation that the fee in-lieu wetland fill permit that expires April 26, 2020 is not eligible for extension or renewal, and that staff had since received confirmation from Department of State Lands that the permit will automatically renew with the same terms if the Port responds to an expiration notification in January and pays a renewal fee of approximately \$1,000, this special meeting is required to determine a course of action. Commissioner Streich expressed worry of moving approved budgets from other projects in order to move this one forward and asked whether it would be possible to just construct the access road and rebid the rest of the project in the next fiscal year. Medenbach replied that yes, this was possible. Commissioner Chapman expressed concern that the costs will continue to rise with delay. There was general discussion of purchasing the rock material directly from a local quarry and stockpiling it until the project is ready to proceed.

**Motion: Reject all bids for the Lower Mill Grade & Pave Project and move forward with a quote solicitation for the access road paving only.**

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

**11. ADJOURN:**

**Motion:** Motion to adjourn the meeting.

Move:  
Second:  
Discussion: None  
Vote: Unanimous

**MOTION CARRIED**

The meeting was adjourned at 3:06 p.m.

Respectfully submitted,

\_\_\_\_\_  
Genevieve Scholl

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

# Commission Memo



Prepared by: Anne Medenbach  
 Date: September 10, 2019  
 Re: Lease Approvals

Three leases are before the Board for approval. The lease terms are outlined below and the proposed GorgeNet lease is attached and representative of the lease document for all leases.

**1. Gorge Net:** Big 7 Building, Suite 401 b, 1045 rentable sf.  
 Term: 1 year  
 Renewals: 4 (1) year options. Expiration coincides with their larger office lease adjacent.  
 Target lease rate: \$0.80/sf  
 Actual lease rate: \$0.74/sf year 1, \$0.80 year 2 + CPI every year after  
 Additional Rent: 100%

**2. Northwave:** Jensen Building, Suite 120 and store room 8, 2042 rentable sf.  
 Term: 2 years  
 Renewals: 2 (1) year options.  
 Target lease rate: \$0.75/sf  
 Actual lease rate: \$0.745/sf + CPI  
 Additional Rent: 100%  
 Should the Port need to vacate the Breezeway, where storeroom 8 is located, the lease stipulates that 30 day notice to vacate can be given.

**3. Ken Peterson:** Big 7 Building, Suite 102, 560 rentable sf.  
 Term: 1 year  
 Renewals: none  
 Target lease rate: \$0.50  
 Actual lease rate: \$0.45  
 Additional Rent: 100%, Capped at \$0.27/sf

**RECOMMENDATIONS:**

1. Authorize lease with Gorge Networks Inc in the Big 7 Building, subject to legal counsel review.
2. Authorize lease with Northwave Inc. in the Jensen Building, subject to legal counsel review.
3. Authorize lease with Ken Peterson the Big 7 Building, subject to legal counsel review.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and **GORGE NETWORKS INC**, an Oregon corporation, hereinafter referred to as "Lessee."

**1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 917 square feet of space in Lessor's building commonly known as the Big 7 Building ("Building") located at 616 Industrial Street, Hood River, Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Name:	Big 7
Building Address:	616 Industrial Street
Lessee Suite/Description:	401 b
Leased Premises SF:	917
Rentable SF:	1045

**1. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **September 15, 2019** and continuing through **August 31, 2020**. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for Four extension terms of one year each, through August 31, 2023, provided Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee's notice to renew must be received by Lessor no later than 90 days prior to the Lease termination date.

Effective Date:	September 1, 2019
Lease Expiration Date:	August 31, 2020
Renewal Options:	4 (1) year options
Renewal Notice Requirement:	90 Days

**2. Allowed Use.** Lessee shall use the Leased Premises for telecommunications and customer service. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor's discretion.

**3. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to Building Common Areas consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A "Load Factor" is calculated to determine Building tenant payments owed for Building Common Area Operating Expenses, which is added to Base Rent.

Load Factor Formula: The total Building square footage is 42,017 SF. The Building Common Area square footage is 5,123 SF. The total Building square footage divided by the total Building

square footage minus the Building Common Area square footage equals the Load Factor 12%. The Big 7 Load Factor is 12%.

Rentable Area square footage is 1.12 x 917. The Rentable Area square footage will be used to calculate Rent is 1045 SF.

**4. Rent**

The rents Lessee owes Lessor shall be and consist of Base Rent ("Base Rent"), plus Additional Rent ("Additional Rent"). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as "Rent".

**4.1 Base Rent.** Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Term for suite 401b</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
9/15/2019-8/31/2020	1045	.74	773
9/1/2020-8/31/2021	1045	.80	836
All renewal options	1045	CPI as set forth below	

**4.1.1 Consumer Price Index (CPI).** Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (CPI) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

**4.2 Additional Rent.** Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2.

**4.3 Additional Rent Calculation.**

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
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1045	.34	355
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**4.3.1 Operating Expenses.** Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and Building Exterior Areas which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

**4.3.1.1** All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

- 4.3.1.1.1** General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;
- 4.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;
- 4.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;
- 4.3.1.1.4** General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.
- 4.3.1.1.5** Property management and administration fees required to enable the Building to be used by tenants and maintained.

**4.3.1.2** All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

**4.3.1.3** Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

**4.3.1.4** Additional rent charged to tenant may not exceed an annual increase of 4%.

**4.3.2 Taxes and Assessments.** Lessee shall pay its proportionate share of all current assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

**4.3.3 Annual Adjustment/Reconciliations.** Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

**5. Building Common Areas and Building Exterior Areas.** Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use or benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to like, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere with or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and



Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

**5.1** Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants. As shown in Exhibit B

**5.2** Building Common Areas include interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

**6. Parking.** There are no designated parking spaces for this Lease.

**7. Maintenance and Repair.**

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

**7.1 Lessor Obligations.** Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

**7.2 Lessee Obligations.** During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

**8. Insurance**

**8.1 Lessee Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor

harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

**8.2 Lessee Insurance.** On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

**8.3 Building Damage or Destruction.** Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed ( more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover

damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

- 9. Lessor Funded Tenant Improvements.** If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.
- 10. Tenant Alterations.** Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) Materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.
- 12. Fixtures and Personal Property.** Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

- 13. Condemnation.** If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.
- 14. Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.
- 15. Leased Premises Condition; Lessor Access.** Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Landlord in the condition when leased of as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of the Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to acceptable condition shall be the sole responsibility of the Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

Lessor shall provide up to 5 access keys to the Leased Premises or up to 5 access cards. Additional keys or lost keys may be purchased from Lessor for \$20 per key. Additional access cards may be purchased from Lessor for \$25 per card. If Lessor is managing a key system which requires issuance of a rekey Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

- 16. Entire Agreement; Amendments.** This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party

to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

- 17. Quiet Enjoyment.** From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
- 18. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
- 19. Assignment.** Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.
- 20. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for Rent= and damages shall survive such termination and Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
- 21. Holdover.** If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

**22. Notices.** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee’s registered agent if any, to the person signing the Lease, or to Lessee’s on site manager if any who at the date of this Lease is \_\_\_\_\_, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

**23. Dispute Resolution.** Any dispute involving this Lease may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action or an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto.

**24. Authority to Execute.** The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20---.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:		By:	Michael McElwee
Its:		Its:	Executive Director
Address:		Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:		Email/phone:	(541) 386-1645

# Commission Memo

Prepared by: Michael McElwee  
Date: September 10, 2019  
Re: Intern Presentation: Port Office Complex  
Electrical Evaluation



---

Jose Santillan has worked for the Port this summer as a paid intern. Jose is 2019 graduate of Hood River Valley High School and is interested in a career in architecture. Jose will attend Portland State University later this month.

Jose's internship assignment was to evaluate the current electrical system of the Port office/shop/toll plaza complex. Specifically, to evaluate the impacts a power outage could have on Port operations and identify additional electrical backup systems.

Jose will make a presentation describing his findings including current conditions and recommended actions.

**RECOMMENDATION:** Information.

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# Commission Memo



Prepared by: Michael McElwee  
Date: September 10, 2019  
Re: Nichols Basin Light Watercraft Dock

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The Nichols Basin is utilized by swimmers, non-motorized watercraft including Kayaks, outrigger canoes, and SUP boards. One of the primary water access points is the public dock at the seawall on the west edge. This public dock is heavily used by the public in summer months and also by the Columbia Gorge Paddling Center, a Port tenant that provides kayak/SUP rentals.

The dock is comprised of two separate floats, each 10 ft. by 40 ft. They were purchased by the Port from Maritime Industries in September 2012 after that company declared bankruptcy. Maritime had previously leased the seawall area and intended to use the location for float construction. The two floats are prototypes intended to test the manufacturing process and for customer display.

In response to increasing use, staff has looked at ways to create a safer and more efficient dock system. The existing docks and ramp have multiple challenges:

- The docks lack a stout connection to the seawall. They are currently attached using locked chains which must be adjusted in low water conditions.
- The docks are configured in an inefficient 'L' shape. One dock is close to the seawall and underutilized and creates a swimmer 'pinch point'.
- The ramp is short, narrow and steep, especially during low water conditions.

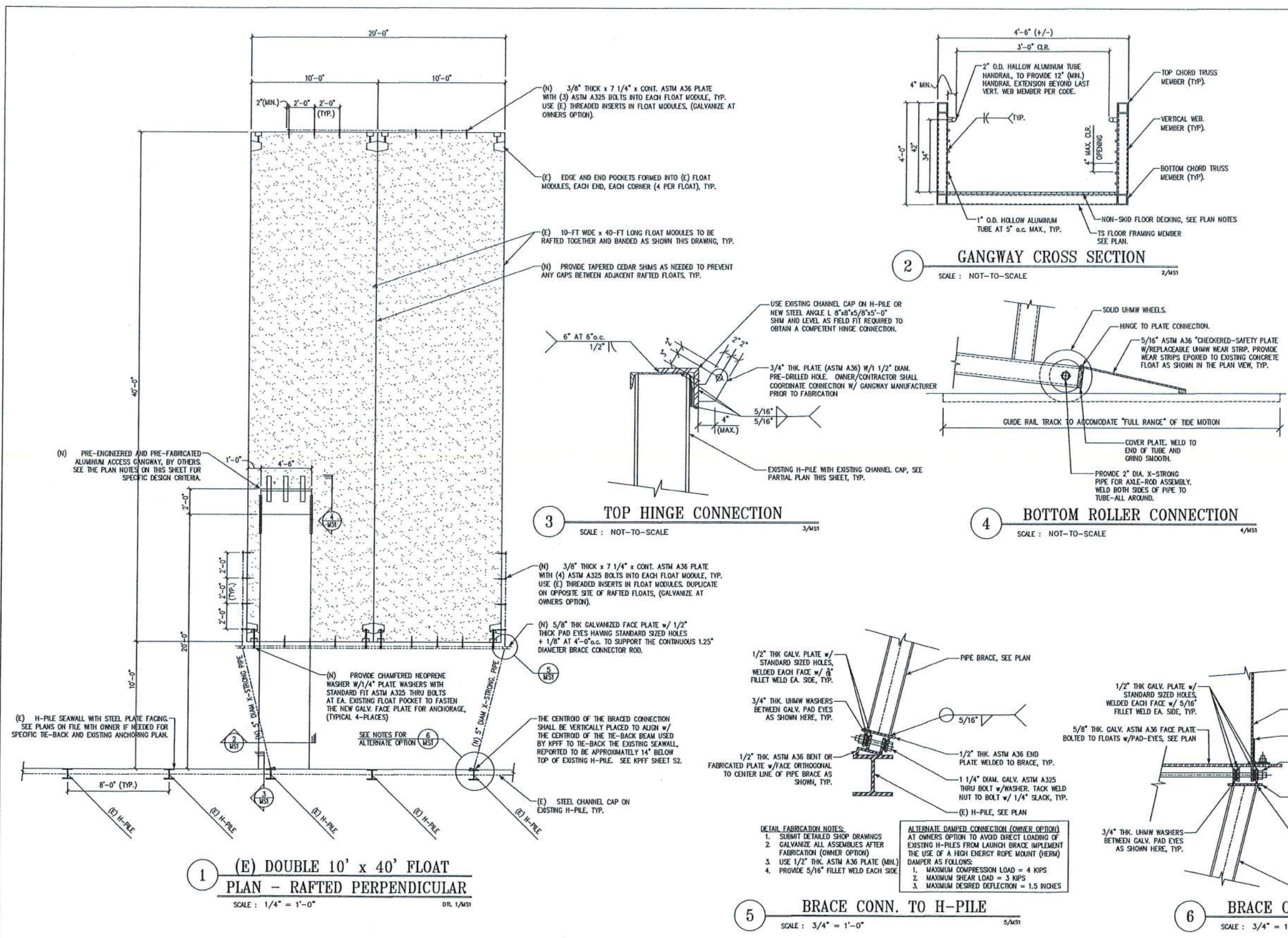
Staff retained structural engineer Bill Marczewski to evaluate different dock configurations and attachment mechanisms and design a new ramp layout. His final plan and details are attached.

Staff obtained a quote for the ramp from Topper Industries for \$12,304. Total project cost including fabrication/installation of the attachments, a small crane to pick and place the ramp, and diver assistance is estimated to be approximately \$22,000. The Port's FY 2019/20 Budget assumes \$60,000 for the project. It is on the Executive Director's Work Plan.

If the Commission supports proceeding with the project, construction and installation could occur by spring 2020 prior to the summer season. Staff will make a brief presentation and seeks Commission direction on this project.

**RECOMMENDATION:** Discussion.

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**PLAN NOTES**

- THE OWNER IS EXPECTING THE ALUMINUM ACCESS GANGWAY TO BE NEW APPEARANCE, AND CONSTRUCTED OF DURABLE QUALITY MATERIALS. THE S REFERENCE SHALL BE THE GANGWAYS DESIGNED AND MANUFACTURED BY M INDUSTRIES, INC. SHOULD CONFLICTS ARISE, THE CONTRACTOR SHALL BE PREPARED TO SUPPLY A NEW GANGWAY SUPPLIED BY MANTLE INDUSTRIES, INC.
- ACCESS GANGWAY SHALL CONFORMING TO THE CRITERIA SHOWN ON THIS SHEET, AND SHALL REQUIRE COMPLETE ENGINEERING DESIGN SUBMITTALS.
- DESIGN CRITERIA (PER THE 2014 OSSC):
  - DESIGN LIVE LOAD = 100PSF
  - DESIGN DEAD LOAD = 30PLF (UTILITY) + SELF WEIGHT OF RAMP
  - DESIGN WIND LOAD = 110MPH (3-SECOND GUST), EXPOSURE CATEGORY "D" PER THE 2014 OSSC (2012 IBC WITH 2014 OREGON AMENDMENTS).
  - HANDRAILS SHALL NOT HAVE OPENING WIDTHS GREATER THAN 4-INCHES, SEE DETAILS THIS SHEET.
  - HANDRAILS SHALL BE DESIGNED TO RESIST LATERAL OUT-OF-PLANE LOADS OF 50PLF (MIN.)
  - ALL ALUMINUM SHALL BE T6-6061, AND SHALL BE MANUFACTURED IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF "THE ALUMINUM ASSOCIATION" (LATEST EDITION).
  - ALL STRUCTURAL STEEL SHALL BE ASTM-A36, HOT-DIP GALVANIZED.
  - ALL BOLTS SHALL BE STAINLESS STEEL TYPE A304 WHEN CONNECTING ALUMINUM TO ALUMINUM, AND SHALL BE ASTM-A307 HOP-DIP GALVANIZED WHEN CONNECTING ALUMINUM TO DISSIMILAR MATERIALS. USE ASTM A325 GALVANIZED BOLTS FOR STEEL TO STEEL CONNECTIONS. USE ISOLATORS WHEN CONNECTING DISSIMILAR MATERIALS.
  - SUBMIT COMPLETE SHOP DRAWINGS PRIOR TO FABRICATION TO THE OWNER.
  - DECKING SHALL CONSIST OF NON-SKID, RELATIVELY SMOOTH SURFACED MATERIALS TO PERMIT WHEEL-CHAIR ACCESS. SUBMIT TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
- UHMW ROLLERS AND GUIDE TRACK SHALL NOT PERMIT LATERAL MOVEMENT OF THE ACCESS RAMPS WITHIN THE FULL RANGE OF TIDAL MOTION (9-FT MAX.). GUIDE TRACKS SHALL BE READILY ACCESSIBLE TO BE SCREW/BOLT OR EPOXY MOUNTED TO LANDING FLOATS.
- THE FABRICATION CONTRACTOR SHALL COORDINATE ALL CONNECTIONS WITH THE OWNER AND SUBMIT SHOP DRAWINGS TO THEIR ENGINEER PRIOR TO FABRICATION.
- THE CONTRACTOR SHALL COORDINATE BETWEEN THE GANGWAYS SUPPLIER AND THE OWNER TO INSURE THE GUIDE TRACKS HAVE SUITABLE MOUNTING LOCATIONS.
- SUBMIT ALL CONFLICTS OR DISCREPANCIES TO THE OWNER IN WRITING TO OBTAIN APPROVAL PRIOR TO FABRICATION.
- THE OWNER SHALL COORDINATE AND OBTAIN APPROVAL FROM KPFF, THE DESIGNER OF THE EXISTING RETROFIT SEAWALL, TO PERMIT THE APPLICATION OF 4kips, TENSION OR COMPRESSION, AND 3kips SHEAR, TO BE APPLIED TO EACH OF THE EXISTING H-PILE IN THE VERTICAL PLANE OF THE NEW CONCRETE GRADE BEAM USED TO TIE-BACK THE EXISTING H-PILE, AS SHOWN IN THE PLANS PREPARED BY KPFF.
- CONTRACTORS, VENDORS AND THEIR DESIGNATED AGENTS SHALL BE FULLY VERSED IN THE REQUIREMENTS SHOWN IN THESE PLANS, THE EXISTING AS-BUILT CONDITIONS, AND THE REQUIREMENTS OF THE 2014 OREGON STRUCTURAL SPECIALTY CODE (OSSC). BRING DISCREPANCIES TO THE ATTENTION OF THE OWNER BEFORE COMMENCING ANY WORK.
- THE CONTACT FOR ITT ENDINE, SUPPLIER OF HIGH ENERGY ROPE MOUNTS (HERM) FOR USE IN THE OWNER OPTED DAMPED BRACE CONNECTION SHOWN IN DETAIL 6/MS1 IS CRAIG KELLER, (206) 310-4625, CRAIG@CRAIGKELLER.US AND THE SUPPLIER MAY ALSO PROVIDE THE DETAILED CONNECTION DESIGN AT OWNER'S OPTION.

SCALES SHOWN ON THESE DRAWINGS ARE APPLICABLE TO FULL SIZE SHEETS PRINTED ON 22" x 34" SHEETS ONLY. IF VIEWING THESE DRAWINGS ON 11" x 17" SHEETS, THEN SCALES ARE 1/2 (SMALLER) THAN THE REPORTED SCALE SHOWN ON THESE DRAWINGS.

ALL RIGHTS RESERVED. THE USE OF THESE PLANS & SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED & PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION, PUBLICATION, OR RE-USE BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS & SPECIFICATIONS REMAIN WITH BSM ENGINEERING WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS & SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS. BSM ENGINEERING IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, MEANS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE PLANS. THESE SPECIFICATIONS ARE GENERAL AND NOT CALLED OUT. THE SPECIFICATIONS SHALL CONFORM TO THE STANDARDS OF THE INDUSTRY. DRAWINGS ARE NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DEROGATION DIRECTLY OR INDIRECTLY TO FORWARD STRUCTURE, INC. OR BSM ENGINEERING.

ISSUE/REVISION DATE:	
OWNER COORD:	08-13-19
ONSITE COORD:	07-11-19
FINAL COORD:	08-13-19
CLIENT ISSUE:	08-23-19



**BSM ENGINEERING**  
 865 NE TOMAHAWK ISLAND DR, #101  
 PORTLAND, OR 97217 USA  
 INFO@BSMENGINEERING.COM  
 T: 503.325.8065



1BSM PROJECT#: 19002  
 DRAWN BY: BSM  
 DESIGNED BY: BSM  
 CHECKED BY: BSM

**PORT OF HOOD RIVER  
 NICHOLS BASIN LAUNCH RAMP**  
 1000 E. PORT MARINE DR  
 HOOD RIVER, OR 97031

**FLOAT CONFIG.  
 PLAN & DETAILS**  
 MS1

SIGNED: 08-23-19  
 (27)

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# Commission Memo

Prepared by: Anne Medenbach  
Date: September 10, 2019  
Re: Real Estate Work Session



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The Board has requested a work session focusing on Real Estate, set for September 17<sup>th</sup> and to be held at the Columbia Gorge Hotel. This session is expected to be a 3-5 hour discussion regarding the next steps for development.

Staff requests feedback on the attached draft agenda.

**RECOMMENDATION:** Discussion.

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## Real Estate / Development Work Session Agenda

### 1. Meeting purpose

Approve direction for immediate and near-term development opportunities.

### 2. Strategic Policy Assumptions *(Approved March 28, 2018)*

- a. Balance financial return with other economic development objectives.
- b. Increase real estate portfolio revenue and decrease financial reliance on the Bridge.
- c. Maintain a broad portfolio to ensure that businesses at all stages have space to grow.
- d. Consider projects that leverage the Port's public sector resources and capabilities.
- e. Develop and manage each property to maintain its separate financial sustainability.
- f. Consider regional priorities and needs when making portfolio decisions.
- g. Adhere to the Port's financial policies.

### 3. Overview

- a. Capital Restrictions
  - i. 2 years to deploy
  - ii. Approximately \$10 million of debt capacity
- b. Past action review
  - i. Summary of past actions
  - ii. Decision Matrix

### 4. Discussion of Development options

- a. Lower Mill
- b. Airport Commercial Hangars
- c. Barman
- d. Ryan's Juice
- e. Lot #1

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# Commission Memo



Prepared by: Anne Medenbach  
Date: September 10, 2019  
Re: Airport Projects Update

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There are three capital projects anticipated to be bid and completed by 2021 at the Ken Jernstedt Airfield. This memo clarifies the status of these projects to support future Board decisions and provides an update on other issues.

**Construction Projects:** The upcoming projects are complex with many interrelated pieces and large uncertainties. Staff spends a large amount of time coordinating the different project teams for each project and ensuring that they are working together and that all aspects of funding, permitting, design and entitlements are in place to complete them successfully. Staff meets weekly with the project teams to collaborate on cost implications, permitting processes, project overlap, solutions to emerging issues and discussion and review of plans and specifications. Contingencies are always included throughout the process in the project budget.

Staff completed a Federal NEPA process known as an Environmental Assessment (EA) on the airport in 2018. The lead agency was the FAA with consultation from US Fish and Wildlife. Federal legislators were asked to assist with jurisdictional issues that were ultimately resolved. The FAA prep and EA took 18 months and was ultimately approved with the contingency that federal and state wetland permits would be issued. While the state permit has been issued, staff expects to receive the US Army Corps of Engineers and the Department of Environmental Quality permits in September. Comments on site mitigation design continued to be received from all permitting agencies until mid-August. These comments required design changes to all three projects, making final estimating and design impossible until now as all permitting agencies have completed their comments. Staff has endeavored to describe these projects and their challenges in detail here. However, updates and new information will be received between the time the meeting packet is released and the meeting on the 10<sup>th</sup> that will impact and likely change some of the information depicted here.

#### Challenges:

- Overlapping projects
- Cost increases
- Multiple agency permits required with 2 outstanding; USACE, USDEQ (Received- DSL, ODOT and County)
- Local water, sewer, and irrigation district requirements
- The projects physically and chronologically overlap
- Grant from two agencies which is set years in advance of the projects
- Separate funding agencies and requirements for each project and permit

- Multiple project teams

**1. Connect 6**

The Connect 6 (COVI) project anticipates installing utilities, filling and grading the site, prepping 3 building pad sites, installing fuel tanks (1 jet fuel, 1 Avgas) and paving previously unpaved area north of the existing ramp. The utility work is anticipated to complete over the winter of 2019 with the grading and paving work anticipated as weather allows in the Spring. There is a grant funding deadline from ODOT to complete the project by April of 2020. Staff was able to get this deadline extended to July 1. This project was estimated in 2015 with the grant award received in 2016.

	<b>Budget</b>	<b>Anticipated project schedule</b>	
Total	\$ 2,166,900.00	Bid	Sept-15-19
Grant Split	70% ODOT 30% Port	Start	Oct 15-19
Grant expiration	7/1/2020	Complete	July-1-20
Grant Receipt	2016		
	<b>2015</b>	<b>2017- Dec</b>	<b>19-Jul</b>
Engineers Estimate	\$ 2,020,060.00	\$ 2,335,683.00	\$ 2,356,263.00
Contingency	20%	15%	5%
Design completion	20%	30%	90%

As the Port does not carry a contingency outside of the project, staff has been working with the consultant over the last year to reduce project costs including:

**1. Various design changes**

- Lowering and raising the site
- STEP system sized to handle actual impact, \$150,00 less expensive than municipal, oversized system, can be connected to City system when necessary. May need to delete extra piping sized for potential future impact.
- Revised storm water plan with North ramp, cost savings \$100,000
- Revised electrical system, cost savings \$40,000
- Negotiated with irrigation district to change material from iron to PVC, cost reduction

**2. Material sourcing**

- Staff is currently pricing the import fill required (20,000 CY) to potentially purchase it before the project bids. This would push out the bid schedule.
- Staff is having the consultants analyze the fill material that will be excavated from the mitigation site to determine suitability as fill (10,000 CY)
- Staff will determine, in the next 2 weeks: a. pricing and comparison for pre-purchasing the material b. if the mitigation site material is suitable. Depending on what the cost savings are, the bid will be revised to reflect one or both options.

**Unknowns:**

- When wetland permits will be received

- If the material from the wetland will be suitable
- If it will be more cost effective to purchase the fill material now or include it in the bid.
- What the new engineers estimate will be on September 9<sup>th</sup>.

**2. North Ramp**

The North ramp project anticipates removing existing paving and regrading and paving the site to match the new COVI pavement to the north and east. This project was estimated in 2016 and added to the FAA AIP project list. Design began in January of 2019.

	<b>Budget</b>	
Total	\$	1,977,777.78
Grant Split	90% FAA 10% Port	
Grant expiration	2020 can roll	
Grant Receipt	2020	
	<b>2016</b>	<b>2019</b>
Engineers Estimate	\$	1,950,000.00 anticipated Sept 15
Contingency	20%	likley 15%
Design complete	20%	nearly 90%

<b>Anticipated project schedule</b>	
Bid	20-Feb
Start	20-May
Complete	20-Oct

Since that time, staff has been working with the consultants to reduce costs and create efficiency in the following ways:

- Changes to stormwater design
- ODOT standard vs FAA standard pavement design = ½” less asphalt requirement
- Phasing to connect with COVI better

**Unknowns:**

- What updated engineer’s estimate will be

**3. Mitigation site**

The mitigation project is a new project unanticipated with either COVI or North Ramp as when those projects were budgeted, there was no requirement for the EA, or this scale of wetland mitigation. Since we cannot change that grant budget amount, the mitigation will need to be paid for using Non-Primary Entitlements (NPEs). That means that the Port will need to pay for the construction and then be reimbursed over the next 2-3 years at \$150,000 per year.

	<b>Budget</b>	
Total	\$	-
Grant Split	90%	
Grant expiration	NPEs	Reimbursed annually at \$150,000 per year
Grant Receipt	Annual	
	<b>2019</b>	<b>Anticipated Project schedule</b>
Engineers Estimate	<b>\$792,268</b>	Bid- Feb-20
Revised estimate	\$521,268	Engineer mistake, caught by staff
Contingency	10%	Begin- July 1-20
Design complete	90%	Complete-Sept-20

Staff and consultants were able to negotiate with the FAA to allow this as an eligible expense and an NPE. The Port will include this in the 20/21 budget.

The mitigation must be completed in the same season that the wetland impacts occur and therefore must be bid and constructed concurrent with the COVI and N. ramp projects. DSL has confirmed that it can be done in this way. In order to ensure efficiency, staff has been working to reduce costs in the following ways:

- Revised irrigation plan, connection and type
- Revised road construction segment and requirements
- Deleted subgrade stabilization item
- Revised excavation estimate

### **FAA CIP process**

The airport is federally funded and obligated. There are two parts to the funding, one part is AIP funding (Airport Improvement Projects) and the other is NPE's (Non-Primary Entitlements). AIP dollars are funded directly through the FAA with no discretion to adjust the amount or scope. NPE's are dedicated state by state and are allocated evenly to each airport. These are discretionary funds and can be traded with other airports, used as reimbursement for incurred and eligible expenses, or spent in the year allocated. The Port receives \$150,000 of NPE's every year.

Each year, the Port meets with the FAA and Oregon Department of Aviation (ODA) to review projects along with any changes. The budget is set for the next 5 years for both NPE's and AIP funds. Should a project go over budget or under budget, then the FAA and ODA work with the airports to try and trade budgets. NPE's can be used to reimburse projects over time or fill gaps that AIP dollars cannot be found for.

This year, the Port has a few changes to our FAA request. Staff has attached a spreadsheet which outlines the funding sources, available monies and project costs and will review this in detail at the meeting.

### **FBO Agreement**

Tac Aero has been the FBO since 2016 and the FBO agreement expires on December 31, 2019. Within the next two months, staff will be working with Tac Aero regarding a new agreement. The Port also may decide to put the FBO out for proposals from other FBO's who may be interested in the Hood River airport. Staff will be bringing this issue back to the Board over the next couple of months for updates and input.

### **Airport Advisory Committee**

The AAC is a group of individuals who are appointed and approved by the Commission. Dayle Harris has been the President for the last 3 years and is retiring at the end of the year. Staff will be working with the AAC to determine the next President and recruit one new member. We meet on a quarterly basis to discuss daily operations, facility maintenance, projects and another airport business. The group is very dedicated to the airport and is mostly made up of

pilots. However, since we went through the Fly Friendly public input process, we typically have some neighbors and other non-flying public attend our meetings.

Staff will update the Board on the Fly in, which occurs on September 7-8.

**RECOMMENDATION:** Discussion.

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Ken Jernstedt Airfield, Hood River, OR  
 Fiscal Year 2020-2024 JPC Planning  
 CAPITAL IMPROVEMENT PLAN (CIP)

Fiscal Year	Project	Beginning of Year NPE Balance	NPE Award for Fiscal Year	Cumulative NPE Total Available	Fiscal Year ST Funding	Fiscal Year DI Funding	Funding Available / Programmed for FY	Estimated Total Project Cost	Total Sponsor Funds Needed (10% of Cost)	Total FAA Grant Funds Needed (90% of Cost)	Grant Funds Remaining
2019	Reimburse Environmental Assessment	\$ 198,952	\$ 150,000	\$ 348,952			\$ 348,952.00	\$ 363,434.00	\$ 36,343.40	\$ 327,090.60	\$ 21,861.40
2020	Expand Apron: Phase I - Design and Phase II - Construction	\$ 21,861	\$ 150,000	\$ 171,861	\$ 1,630,000		\$ 1,801,861.40	\$ 1,977,777.78	\$ 197,777.78	\$ 1,780,000.00	\$ 21,861.40
2021	PMP; Reimbursement for Mitigation Site Construction	\$ 21,861	\$ 150,000	\$ 171,861.40			\$ 171,861.40	\$ 190,957.11	\$ 19,095.71	\$ 171,861.40	\$ 0.00
2022	Reimbursement for Mitigation Site Construction	\$ 0	\$ 150,000	\$ 150,000			\$ 150,000.00	\$ 166,666.67	\$ 16,666.67	\$ 150,000.00	\$ 0.00
2023	Reimbursement for Mitigation Site Construction	\$ 0	\$ 150,000	\$ 150,000			\$ 150,000.00	\$ 92,376.22	\$ 9,237.62	\$ 83,138.60	\$ 66,861.40
2024	PMP	\$ 66,861	\$ 150,000	\$ 216,861			\$ 216,861.40	\$ 22,222.22	\$ 2,222.22	\$ 20,000.00	\$ 196,861.40

Revised 8/29/19

Year	Project	Estimated Cost
2019	Reimburse Environmental Assessment	\$ 363,434.00
2020	Expand Apron: Phase I - Design and Phase II - Construction	\$ 1,977,777.78
2021	PMP; Reimbursement for Mitigation Site Construction	\$ 190,957.11
2022	Reimbursement for Mitigation Site Construction	\$ 166,666.67
2023	Reimbursement for Mitigation Site Construction	\$ 92,376.22
2024	PMP	\$ 22,222.22

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# Commission Memo



Prepared by: Fred Kowell  
Date: September 10, 2019  
Re: Financial Review for the Year Ended June 30, 2019

This financial review is almost complete but I still have to prepare the year-end financial statements that will ultimately include full accrual adjustments as well as any auditor comments. You will find four attachments regarding this financial review as follows:

- Bridge Traffic and Revenue Report
- Schedule of Expenditures by Cost Center by Fund
- Schedule of Revenues by Cost Center by Fund
- Statement of Operating Revenues, Expenditures and Other Sources and Uses

### Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue Report, you can see our traffic is down by 3% which has been discussed previously. There was winter weather that hindered our traffic and revenue numbers but there is a flattening of our traffic over the last half a year that may be attributable to the elasticity of our tolls. In the next 10-year forecast, traffic will be adjusted as well as revenues for the FY 2020-21 budget.

### Schedule of Expenditures by Cost Center by Fund

Personnel services is under budget in every instance. The accruals are not depicted here but will be reflected in the audited financial statements.

Materials & Services overall is tracking below budget in all cases. This was due to some adjustments made during the year end Budget Transfer that brought M&S budgets in line.

Capital Outlay is tracking below budget except for the Marina Office building which had an outstanding invoice for the roof repair that was not considered in the year end Budget Transfer.

### Schedule of Revenues

Toll revenues are down by 6% as compared to the budget and this is primarily related to the change of traffic growth that we have seen over the last 5-6 years. In addition, bridge work as well as a winter storm affected traffic and revenues.

With regard to our properties, lease revenues are on target with budget, with reimbursements seeing higher pass-through costs due to utilities. There was a significant back charge for a tenant due to tenants moving out and the tenant taking over the lease charges.

Waterfront street parking is significantly under budget due to the late installation (mid July 2018) of our parking kiosks and enforcement. That said, street parking will need to be adjusted down in the 10-year forecast as parking is not occurring at the same rate that was hoped in the initial analysis. It is still profitable, but the payback period will take a year longer.

The Event Site revenues are significantly higher than budget due to an increase in the annual pass price but also in the number of pass sales.

The Marina revenues is 9% above budget due to a 6% increase in moorage rates and other dock use.

The Airport is above budget due to hangar rate increases but otherwise on target with the operating budget. Grant revenues are significantly lower due to less grant work done in this fiscal year but also the ability to bill on a grant has been deferred by the FAA.

#### Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actual expenditures are tracking below budget in all categories of cost (ie. Personnel Services, Materials & Services, Capital Outlay and Debt Service), while revenues are above budget on our real estate properties, marina and airport. Overall there is a \$307,000 cashflow shortfall for the year due mostly to timing. The FAA allows us to charge or bill them for our costs incurred when everything has been signed off. This is normal but will be reflected in the FY 2019-20 budget time period.

The take away from this year's financial activities, is that our bridge traffic has changed or flattened out and federal grant funding should be reflected in the coming year.

Accounts Receivables Update – The Port has negotiated a payment plan for HR Distillers for the back charge when they took over the Maritime building from the other tenants. They are adhering to this plan as of this date. Pfriem and Real Carbon are just barely 30 days past due and will be notifying them that they need to keep current.

We had a good year with respect to our budget and I am available at your convenience to answer any questions you may have.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**Bridge Traffic and Revenue Report**  
**For the Nine Months Ended March 31, 2019 and Four Prior Years**

	2014-15		2015-16		2016-17		2017-18		2018-19		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	379,536	\$ 341,480	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	0.99	1.52
AUG	380,914	\$ 348,030	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	0.99	1.51
SEPT	344,693	\$ 317,989	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	0.96	1.68
OCT	336,623	\$ 303,073	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315	390,814	\$ 527,573	1.00	1.46
NOV	274,601	\$ 244,065	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337	340,044	\$ 452,602	1.00	1.45
DEC	290,855	\$ 249,793	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530	328,913	\$ 408,966	1.01	1.37
<b>Calendar Year Total</b>	<b>3,829,791</b>	<b>\$3,424,449</b>	<b>4,063,317</b>	<b>\$3,814,690</b>	<b>4,280,160</b>	<b>\$4,028,417</b>	<b>4,377,500</b>	<b>\$ 4,038,137</b>	<b>4,480,038</b>	<b>\$ 5,969,681</b>	<b>1.02</b>	<b>1.48</b>
JAN	286,390	\$ 259,626	291,674	\$ 272,828	245,670	\$ 238,709	327,522	\$ 293,677	323,461	\$ 428,669	0.99	1.46
FEB	281,351	\$ 259,207	305,800	\$ 286,071	266,202	\$ 244,472	296,977	\$ 387,737	241,313	\$ 302,296	0.81	0.78
MAR	324,912	\$ 299,162	342,162	\$ 317,959	350,470	\$ 324,146	357,160	\$ 501,543	345,915	\$ 437,390	0.97	0.87
APR	334,016	\$ 307,643	365,654	\$ 338,556	362,559	\$ 334,362	362,150	\$ 491,217	346,668	\$ 459,806	0.96	0.94
MAY	360,643	\$ 341,172	381,248	\$ 357,119	399,271	\$ 368,296	407,141	\$ 564,038	370,757	\$ 523,822	0.91	0.93
JUN	365,407	\$ 332,673	383,267	\$ 362,425	408,626	\$ 421,541	406,529	\$ 566,765	395,038	\$ 587,179	0.97	1.04
<b>Fiscal Year Total</b>	<b>3,959,941</b>	<b>\$3,603,914</b>	<b>4,180,403</b>	<b>\$3,950,164</b>	<b>4,243,153</b>	<b>\$4,024,985</b>	<b>4,502,181</b>	<b>\$ 4,911,588</b>	<b>4,345,711</b>	<b>\$ 5,903,866</b>	<b>0.97</b>	<b>1.22</b>

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PORT OF HOOD RIVER  
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND  
 BUDGET AND ACTUAL - 100% THROUGH THE BUDGET  
 FOR THE YEAR ENDED JUNE 30, 2019

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	982,900	935,293	47,607	95%	1,755,100	746,858	1,008,242	43%	457,000	261,098	261,098	195,902	57%	-	-	-		3,195,000	1,943,249	1,251,751
<i>Industrial Facilities</i>																				
Big 7	53,300	47,364	5,936	89%	166,700	158,858	7,842	95%	280,000	-	-	280,000	0%	-	-	-		500,000	206,222	293,778
Jensen Property	64,000	55,696	8,304	87%	198,000	190,956	7,044	96%	54,000	34,968	34,968	19,032	65%	145,000	144,942	58	100%	461,000	426,563	34,437
Maritime Building	39,600	36,684	2,916	93%	92,600	66,955	25,645	72%	4,768,000	-	-	4,768,000	0%	-	-	-		4,900,200	103,639	4,796,561
Halyard Building	62,500	54,932	7,568	88%	296,600	273,193	212,246	92%	10,000	-	-	10,000	0%	-	-	-		369,100	328,125	40,975
Timber Incubator Building	28,200	27,134	1,066	96%	35,300	26,341	8,959	75%	12,000	-	-	12,000		-	-	-		75,500	53,475	22,025
Wasco Building	49,900	43,324	6,576	87%	110,000	97,818	12,182	89%	25,000	19,942	19,942	5,058		-	-	-		184,900	161,084	23,816
Hanel Site	34,800	33,368	1,432	96%	38,800	17,802	20,998	46%	520,000	509,086	509,086	10,914	98%	1,853,800	1,853,771	29	100%	2,447,400	2,414,027	33,373
	332,300	298,502	33,798	90%	938,000	831,923	294,916	89%	5,669,000	563,996	563,996	5,105,004	10%	1,998,800	1,998,713	87	100%	8,938,100	3,693,134	5,211,593
<i>Commercial Facilities</i>																				
State Office (DMV) Building	24,600	22,790	1,810	93%	43,500	39,619	3,881	91%	11,000	9,621	9,621	1,379		-	-	-		79,100	72,030	7,070
Marina Office Building	35,600	33,632	1,968	94%	49,000	48,215	785	98%	13,000	24,500	24,500	(11,500)	188%	-	-	-		97,600	106,347	(8,747)
Port Office Building	37,400	32,314	5,086	86%	25,600	24,743	857	97%	100,000	-	-	100,000	0%	-	-	-		163,000	57,057	105,943
	97,600	88,736	8,864	91%	118,100	112,577	5,523	95%	124,000	34,121	34,121	89,879	28%	-	-	-		339,700	235,434	104,266
<i>Waterfront Industrial Land</i>	70,900	54,359	32,936	77%	189,400	153,453	35,947	81%	145,000	144,964	144,964	36	100%	-	-	-		405,300	352,775	52,525
<i>Waterfront Recreation</i>																				
Eventsite	122,700	102,936	19,764	84%	62,800	58,188	4,612	93%	45,000	-	-	45,000	0%	-	-	-		230,500	161,124	69,376
Hook/Spit/Nichols	51,200	42,817	36,841	84%	35,000	30,335	4,665	87%	113,000	10,142	10,142	102,858	9%	-	-	-		199,200	83,294	115,906
Marina Park	175,300	153,425	119,039	88%	62,900	62,318	582	99%	48,000	19,308	19,308	28,692	40%	-	-	-		286,200	235,051	51,149
	349,200	299,178	175,644	86%	160,700	150,841	9,859	94%	206,000	29,450	29,450	176,550	14%	-	-	-		715,900	479,469	236,431
<i>Marina</i>	154,400	142,157	12,243	92%	115,000	110,636	4,364	96%	124,000	9,063	9,063	114,937	7%	94,500	93,059	1,441	98%	487,900	354,915	132,985
<i>Airport</i>	152,700	147,801	4,899	97%	131,000	113,139	104,680	86%	1,606,300	424,344	424,344	1,181,956	26%	-	-	-		1,890,000	685,284	1,204,716
Administration	27,200	-	27,200	0%	250,000	117,698	132,302	47%	20,000	9,466	9,466	10,534	47%	-	-	-		297,200	127,164	170,036
Maintenance	-	-	-		122,500	112,008	10,492	91%	64,000	53,797	53,797	10,203	84%	-	-	-		186,500	165,805	20,695
<i>Total Expenditures</i>	2,167,200	1,966,027	343,190	91%	3,779,800	2,449,132	1,606,327	65%	8,415,300	1,530,299	1,530,299	6,885,001	18%	2,093,300	2,091,772	1,528	100%	16,455,600	8,037,230	8,384,997
Bridge Repair & Replacement Fund	264,000	255,688	8,312	97%	2,581,700	1,345,960	1,235,740	52%	799,000	775,664	775,664	23,336	97%	486,000	485,775	225	100%	4,130,700	2,863,088	1,267,612
General Fund	175,400	160,082	15,319	91%	471,950	385,390	86,560	82%										647,350	545,471	101,879

**Unfavorable Variance - Expenditures**

Capital Outlay for the Marina Office Building will be over due to a late invoice that was posted after the Resolution Transfer was prepared.

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**PORT OF HOOD RIVER**  
**Schedule of Revenues by Cost Center By Fund**  
**BUDGET TO ACTUALS - 100% THROUGH THE YEAR**  
**FOR THE YEAR ENDED JUNE 30, 2019**

	REVENUES				
	Budget	Actual	Total	Variance	%
<b>REVENUE FUND</b>					
<b>Toll Bridge</b>					
Bridge Tolls	6,260,000	5,891,838	5,891,838	(368,162)	94%
Cable Crossing Leases	10,000	12,500	12,500	2,500	125%
Other	71,000	5,130	5,130	(65,870)	7%
	6,341,000	5,909,468	5,909,468	(431,532)	93%
<b>Industrial Facilities</b>					
<b>Big 7</b>					
Lease Revenues	284,500	284,401	284,401	(99)	100%
Reimbursements/Other	86,200	91,697	91,697	5,497	106%
Jensen Property					
Lease Revenues	357,100	357,640	357,640	540	100%
Reimbursements/Other	130,300	131,611	131,611	1,311	101%
Maritime Building					
Lease Revenues	149,000	450,351	450,351	301,351	302%
Reimbursements/Other	52,000	39,475	39,475	(12,525)	76%
Financing	5,050,000				
Halvard Building					
Lease Revenues	228,100	230,585	230,585	2,485	101%
Reimbursements/Other	213,000	270,015	270,015	57,015	127%
Note Receivable	19,550	89,854	89,854	70,304	460%
Timberline Incubator Building					
Lease Revenues	75,300	76,003	76,003	703	101%
Reimbursements	15,800	15,394	15,394	(406)	97%
Wasco Building					
Lease Revenues	167,400	163,706	163,706	(3,694)	98%
Reimbursements	50,600	50,198	50,198	(402)	99%
Hanel					
Reimbursements					
Sale of Property	1,424,400	-	-	(1,424,400)	0%
	8,303,250	2,250,932	2,250,932	(1,002,318)	27%
<b>Commercial Facilities</b>					
State Office (DMV) Building					
Lease Revenues	45,200	45,606	45,606	406	101%
Reimbursements	-	7,231	7,231	7,231	#DIV/0!
Marina Office Building					
Lease Revenues	73,100	73,260	73,260	160	100%
Reimbursements	22,300	22,234	22,234	(66)	100%
Port Office Building					
Lease Revenues	48,550	48,550	48,550	(0)	100%
Reimbursements	1,000	-	-	(1,000)	0%
	190,150	196,881	196,881	6,731	104%
<b>Waterfront Industrial Land</b>					
Lease Revenues	600	900	900	300	150%
Land Sale					
Parking	207,500	87,313	87,313	(120,187)	42%
Other Income	1,500	4,200	4,200	2,700	280%
URA Payments	-	-	-	-	
	209,600	92,413	92,413	(117,187)	44%
<b>Waterfront Recreation</b>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	142,300	186,760	186,760	44,460	131%
Hook/Spit/Nichols	21,700	11,092	11,092	(10,608)	51%
Marina Park					
Sailing Schools, Showers and Events	9,100	11,337	11,337	2,237	125%
Lease Revenues	6,600	7,061	7,061	461	107%
Reimbursements	2,100	860	860	(1,240)	41%
Grant	-	-	-	-	
	181,800	217,110	217,110	35,310	119%
<b>Marina</b>					
Lease Revenues	202,800	220,547	220,547	17,747	109%
Moorage Assessment	84,900	87,746	87,746	2,846	103%
Reimbursements/Other	65,350	50,536	50,536	(14,814)	77%
Grant	16,050	7,050	7,050	(9,000)	44%
Other Financing Sources	-	-	-	-	
	369,100	365,879	365,879	(3,221)	99%
<b>Airport</b>					
Lease Revenues	186,500	193,185	193,185	6,685	104%
Reimbursements	20,700	19,896	19,896	(804)	96%
Grants	1,057,300	121,984	121,984	(935,316)	12%
Other Financing Sources	-	-	-	-	
	1,264,500	335,065	335,065	(929,435)	26%
<b>Budget to Actual Revenues</b>	16,859,400	9,367,747	9,275,334	(2,324,466)	56%
<b>Revenues less Other financing sources</b>	14,271,100	9,143,729	9,051,316	39,816	64%
<b>GENERAL FUND</b>					
Property taxes	68,000	72,878	72,878	4,878	107%
Transfers from other funds	579,350	541,226	541,226	(38,124)	93%
	\$ 647,350	\$ 614,103	\$ 614,103	\$(33,247)	95%
<b>BRIDGE REPAIR &amp; REPLACEMENT FUND</b>					
Transfers from other funds	\$ 2,191,000	\$ 1,473,192	1,473,192	(717,808)	67%

**Please Note:**

Bridge revenues down due to winter weather and some elasticity of demand regarding the toll increase.

Maritime Building revenues backlilled for the change in tenants moving out and when HR Distillers took over.

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**PORT OF HOOD RIVER**  
**STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS**  
**AND BUDGET VS ACTUAL PERFORMANCE**  
**FOR THE YEAR ENDED JUNE 30, 2019**

	REVENUE FUND								BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport	Administration Maintenance	GENERAL FUND		
<b>OPERATING REVENUES</b>											
Tolls	\$ 5,904,338									\$ 5,904,338	
Leases		\$ 1,562,686	\$ 167,415	\$ 900	\$ 7,061	\$ 308,293	\$ 193,185			2,239,540	
Reimbursements		598,391	29,465	87,313	860	50,536	19,896			786,462	
Fees, Events, Passes and Concessions					209,188					209,188	
Property taxes								72,878		72,878	
<b>Total Operating Revenues</b>	<b>5,904,338</b>	<b>2,161,077</b>	<b>196,881</b>	<b>88,213</b>	<b>217,110</b>	<b>358,829</b>	<b>213,081</b>	<b>-</b>	<b>72,878</b>	<b>9,212,406</b>	
<b>Operating Expenses</b>											
Personnel Services	935,293	298,502	88,736	54,359	299,178	142,157	147,801	-	160,082	2,381,797	
Materials & Services	746,858	831,923	112,577	153,453	150,841	110,636	113,139	229,706	385,390	4,180,481	
<b>Total Operating Expenses</b>	<b>1,682,151</b>	<b>1,130,425</b>	<b>201,313</b>	<b>207,811</b>	<b>450,019</b>	<b>252,793</b>	<b>260,940</b>	<b>229,706</b>	<b>545,471</b>	<b>6,562,278</b>	
<b>Operating income/(Loss)</b>	<b>4,222,187</b>	<b>1,030,652</b>	<b>(4,433)</b>	<b>(119,598)</b>	<b>(232,909)</b>	<b>106,036</b>	<b>(47,860)</b>	<b>(229,706)</b>	<b>(472,594)</b>	<b>2,650,128</b>	
<b>Other Resources</b>											
Income from other sources	5,130	-	-	4,200	-	-	-	188,524	7,514	234,509	
Grants	-	-	-	-	-	7,050	121,984	-	-	1,473,192	
Sale of land	-	-	-	-	-	-	-	-	-	-	
Note receivables	-	89,854	-	-	-	-	-	-	-	89,854	
<b>Total Other Resources</b>	<b>5,130</b>	<b>89,854</b>	<b>-</b>	<b>4,200</b>	<b>-</b>	<b>7,050</b>	<b>121,984</b>	<b>188,524</b>	<b>7,514</b>	<b>1,926,589</b>	
<b>Other (Uses)</b>											
Capital projects	(261,098)	(563,996)	(34,121)	(144,964)	(29,450)	(9,063)	(424,344)	(63,263)	-	(2,305,963)	
Debt service	-	(1,998,713)	-	-	-	(93,059)	-	-	-	(2,577,547)	
<b>Total Other (Uses)</b>	<b>(261,098)</b>	<b>(2,562,709)</b>	<b>(34,121)</b>	<b>(144,964)</b>	<b>(29,450)</b>	<b>(102,122)</b>	<b>(424,344)</b>	<b>(63,263)</b>	<b>-</b>	<b>(4,883,511)</b>	
Transfers In/(Out)	(1,473,192)							(541,226)	541,226	1,473,192	
<b>Net Cashflow</b>	<b>\$ 2,493,027</b>	<b>\$ (1,442,203)</b>	<b>\$ (38,554)</b>	<b>\$ (260,362)</b>	<b>\$ (262,360)</b>	<b>\$ 10,965</b>	<b>\$ (350,219)</b>	<b>\$ (645,671)</b>	<b>\$ 76,146</b>	<b>\$ 112,438</b>	<b>\$ (306,793)</b>
<b>BUDGET VS ACTUAL PERFORMANCE</b>											
<b>FY 2018-19 Budget</b>											
Operating revenues - Budget	\$ 6,270,000	\$ 6,859,300	\$ 190,150	\$ 209,600	\$ 181,800	\$ 353,050	\$ 207,200	\$ -	\$ 68,000	\$ -	\$ 14,339,100
Operating revenues - Actuals	5,904,338	2,161,077	196,881	88,213	217,110	358,829	213,081	-	72,878	-	9,212,406
Actuals greater/(Less) than budget	(365,662)	(4,698,223)	6,731	(121,387)	35,310	5,779	5,881	-	4,878	-	(5,126,694)
	94%	32%	104%	42%	119%	102%	103%		107%	#DIV/0!	64%
Operating expenses - Budget	2,738,000	1,270,300	215,700	260,300	509,900	269,400	283,700	399,700	647,350	2,845,700	9,440,050
Operating expenses - Actuals	1,682,151	1,130,425	201,313	207,811	450,019	252,793	260,940	229,706	545,471	1,601,648	6,562,278
Actuals (greater)/Less than budget	1,055,849	139,875	14,387	52,489	59,881	16,607	22,760	169,994	101,879	1,244,052	2,877,772
	61%	89%	93%	80%	88%	94%	92%		84%	56%	70%
Other Resources - Budget	71,000	1,443,950	-	-	-	16,050	1,057,300	120,000	6,300	2,397,900	5,112,500
Other Resources - Actuals	5,130	89,854	-	4,200	-	7,050	121,984	188,524	7,514	1,502,334	1,926,589
Actuals greater/(Less) than budget	(65,870)	(1,354,096)	-	4,200	-	(9,000)	(935,316)	68,524	1,214	(895,566)	(3,185,911)
Other (Uses) - Budget	457,000	7,667,800	124,000	145,000	206,000	218,500	1,606,300	84,000	-	1,285,000	11,793,600
Other (Uses) - Actuals	261,098	2,562,709	34,121	144,964	29,450	102,122	424,344	63,263	-	1,261,440	4,883,511
Actuals (greater)/Less than budget	195,902	5,105,091	89,879	36	176,550	116,378	1,181,956	20,737	-	23,560	6,910,089
	57%	33%	28%	100%	14%	47%	26%	75%	#DIV/0!	98%	41%
<b>Net Position - Budget vs Actuals</b>	<b>\$ 820,219</b>	<b>\$ (807,353)</b>	<b>\$ 110,996</b>	<b>\$ (64,662)</b>	<b>\$ 271,740</b>	<b>\$ 129,765</b>	<b>\$ 275,281</b>	<b>\$ 259,255</b>	<b>\$ 107,970</b>	<b>\$ 372,046</b>	<b>\$ 1,475,257</b>

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## Hood River – White Salmon

## BRIDGE REPLACEMENT PROJECT

Project Director Report  
September 10, 2019

The following summarizes Bridge Replacement Project activities from Aug. 16-Sept. 5, 2019.

### **COST TO COMPLETE ANALYSIS**

The Port's contract with WSP includes two Cost to Complete ("C2C") analyses at the 12- and 24-month mark in the contract term. The term of the Port's contract with WSP is January 31, 2021. The C2C analysis is an opportunity to assess the initial project scope and budget, determine where savings have been realized or sub-tasks not needed, and move budget capacity to the sub-tasks that are taking longer than anticipated or additional work was required by Federal Highways (FHWA) or Ore. Dept. of Transportation (ODOT).

WSP's initial review showed that with some task adjustments, the Final Environmental Impact Statement (FEIS)/Record of Decision (ROD) is on target to be completed on budget (\$3.1m) by the end of the contract term.

Chuck Green, Otak, and the Project Director have met with Angela Findley, WSP Project Manager, to discuss the 56 sub-tasks and review the adjustments. Green's role is to represent the Port's interest in the technical aspects of the FEIS process. The Project Director is also conferring with the Port's legal counsel to prepare documentation to make any adjustments legal. Significant adjustments to the project Scope of Work (Exhibit A of the Contract) may require the Commission approve an amendment. The schedule for this process is as follows:

October 8 .....WSP/Otak present findings from C2C to Commission  
October 22 .....WSP Contract Amendment Consideration by Commission

The meeting on October 8 will provide the Commission an opportunity to review the analysis and have a discussion with both Green and Findley on the project's progress.

There are still a number of unknowns moving forward; including any findings during the archaeological survey, impacts arising from the public comment period, and increased technical review time by governmental agencies. (It was noted last month that the FEIS/ROD is scheduled for completion by the end of December 2020, but ODOT cautioned that attempting to obtain formal signatures from the various agencies during the holiday would be a challenge.)

As such, the Project Team will be recommending that the geotechnical borings scheduled for this winter be delayed until next winter (2020-21). This will allow for the project's near-completion to fully realize any decrease or increase of project contingencies to be fully used on the maximum number of borings with the remainder of ODOT grant funds. The Port's current in-water work permit (Nov. 1 – Feb. 15) is good through 2021 and would

accommodate all 14 borings if funding were made available. The analysis from the borings is not required for the FEIS but provide extensive information about the make-up of the riverbed. Engineers assess loads on the bridge piers using this information, so having this analysis would identify any potential risk factors as the Port enters the Post-FEIS phase.

The current WSP contract includes \$394k for six geotechnical borings and analysis. The updated cost estimate for all 12 remaining borings would jump to \$705k in 2020 adjusted costs. The additional \$311k would come from the ODOT contract contingency, which is currently budgeted at over \$400k.

## **OTHER ITEMS**

- WSP July invoice and completed tasks included in packet.
- The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) has declined participation in an Ethnographic Survey (ES). Roy Watter, ODOT cultural resources officer, is awaiting a response from the Yakama and Warm Springs. Scope of Work in packet.
- Project Director will be working with AquaTerra (Sec. 106 sub-consultant) to engage historic properties on the White Salmon ridge. AquaTerra will conduct the on-site surveys in October.
- Prepared Powerpoint for Executive Director presentation to Tri-State Transportation Committee on Sept. 12.
- Port, ODOT and FHWA are currently reviewing Supplemental Draft EIS (SDEIS) Administrative Draft #1. A signature-ready draft is scheduled to be completed by end of March.
- Genevieve Scholl will be the designated note taker for the EISWG #4 on Sept. 12.
- Fielded call from P3 Financing Company interested in update on bridge replacement.
- Task 7. Transportation Technical Report is complete.
- Draft Biological Assessment (BA) is out for review.
- Intern Will Sumerfield continues to inspect archived minutes from neighboring local governments conducting research on the bridge's history.

## **MEETING/OUTREACH SCHEDULE**

- Bi-monthly Project Lead Agency Coordination Meeting, Hood River, Sept. 12
- Monthly Project Team Status Meeting, Hood River, Sept. 12
- EISWG Meeting #4, White Salmon, Sept. 12
- Monthly Cultural Resources Meeting, Portland, Sept. 12
- Klickitat/Skamania League of Women Voters Presentation, Bingen, Sept. 16
- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Sept. 18
- Hood River Hops Festival, Sept. 21
- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Sept. 26
- Klickitat County Transportation Policy Committee Meeting, Bingen, October 2
- USDA Project and Financing Update, Hood River, October 8



*Ok to pay  
Revised  
Bridge Replacement*

Sept. 3, 2019  
\$159,232.17  
2-550-150

**INVOICE**

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

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

Invoice Date: August 29, 2019  
Invoice No: 890622  
Project No: 80550A

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

Project Manager: Angela Findley  
Project Name: Hood River Bridge Replacement  
Customer Order No: 2018-01  
Invoice Description: Invoice 12 PE 31Jul19

**Services provided from July 01, 2019 to July 31, 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	\$1,989.15	\$20,068.11	\$22,057.26	\$249,856.74	8.11%	11.00%
1	Project Management	\$382,625.00	\$15,416.09	\$164,537.10	\$179,953.19	\$202,671.81	47.03%	42.81%
2	Public Involvement	\$278,002.00	\$1,422.69	\$113,931.91	\$115,354.60	\$162,647.40	41.49%	44.08%
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	\$100,292.30	\$427,581.74	\$527,874.04	\$518,227.96	50.46%	42.69%
6	Engineering	\$790,196.00	\$32,596.43	\$216,132.60	\$248,729.03	\$541,466.97	31.48%	34.26%
7	Transportation	\$153,962.00	\$5,421.76	\$117,114.02	\$122,535.78	\$31,426.22	79.59%	99.63%
8	Permit Assistance	\$205,759.00	\$2,093.75	\$127,075.70	\$129,169.45	\$76,589.55	62.78%	72.00%
Totals		\$3,148,000.00	\$159,232.17	\$1,186,441.18	\$1,345,673.35	\$1,802,326.65	42.75%	42.41%

*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

Port of Hood River  
Hood River Bridge Replacement

Invoice #:   
Date:   
Period: 07/2017 - 06/2018

		Budget	Current Invoice	Previously Invoiced	To-Date Invoiced	Amount Remaining	Financial % Complete	Physical % Complete	Performance Ratio (Phys/Fin)
<b>0</b>	<b>Direct Expenses</b>	<b>\$271,914.00</b>	<b>\$1,989.15</b>	<b>\$20,068.11</b>	<b>\$22,057.26</b>	<b>\$249,856.74</b>	<b>8.11%</b>	<b>11.00%</b>	<b>1.36</b>
DE	Direct Expenses	\$271,914.00	\$1,989.15	\$20,068.11	\$22,057.26	\$249,856.74	8.11%	11%	1.36
<b>1</b>	<b>Project Management</b>	<b>\$382,625.00</b>	<b>\$15,416.09</b>	<b>\$164,537.10</b>	<b>\$179,953.19</b>	<b>\$202,671.81</b>	<b>47.03%</b>	<b>42.81%</b>	<b>0.91</b>
1.1	Project Management and Coordination	\$277,955.00	\$10,498.40	\$122,995.80	\$133,494.20	\$144,460.80	48.03%	40%	0.83
1.2	Client Progress Meetings	\$68,105.00	\$1,789.28	\$28,362.71	\$30,151.99	\$37,953.01	44.27%	57%	1.29
1.3	Consultant Team Coordination Meeting	\$26,773.00	\$640.20	\$12,578.78	\$13,218.98	\$13,554.02	49.37%	40%	0.81
1.4	Change Control	\$8,074.00	\$2,488.21	\$103.68	\$2,591.89	\$5,482.11	32.10%	30%	0.93
1.5	Risk Management	\$1,718.00	\$0.00	\$496.13	\$496.13	\$1,221.87	28.88%	40%	1.39
<b>2</b>	<b>Public Involvement</b>	<b>\$278,002.00</b>	<b>\$1,422.69</b>	<b>\$113,931.91</b>	<b>\$115,354.60</b>	<b>\$162,647.40</b>	<b>41.49%</b>	<b>44.08%</b>	<b>1.06</b>
2.1	Public Involvement Plan and Task Cod	\$41,553.00	\$103.68	\$21,684.97	\$21,788.65	\$19,764.35	52.44%	55%	1.05
2.2	Stakeholder Interviews	\$20,615.00	\$0.00	\$18,619.47	\$18,619.47	\$1,995.53	90.32%	100%	1.11
2.3	Media Releases, Fact Sheets, and eNe	\$16,257.00	\$0.00	\$4,507.57	\$4,507.57	\$11,749.43	27.73%	30%	1.08
2.4	Social Media, Digital Ads and Videos	\$8,265.00	\$0.00	\$2,379.22	\$2,379.22	\$5,885.78	28.79%	30%	1.04
2.5	Project Website Support	\$24,770.00	\$0.00	\$7,343.88	\$7,343.88	\$17,426.12	29.65%	30%	1.01
2.6	Bridge Replacement Advisory Commit	\$58,568.00	\$0.00	\$16,945.92	\$16,945.92	\$41,622.08	28.93%	30%	1.04
2.7	Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
2.8	Public Open Houses	\$52,321.00	\$0.00	\$24,372.44	\$24,372.44	\$27,948.56	46.58%	50%	1.07
2.9	Public Comments	\$10,776.00	\$0.00	\$1,244.58	\$1,244.58	\$9,531.42	11.55%	14%	1.21
2.10	Community Outreach Events	\$19,482.00	\$579.13	\$8,997.93	\$9,577.06	\$9,904.94	49.16%	50%	1.02
2.11	Environmental Justice	\$16,961.00	\$421.19	\$4,419.74	\$4,840.93	\$12,120.07	28.54%	35%	1.23
2.12	Status Reports	\$8,434.00	\$318.69	\$3,416.19	\$3,734.88	\$4,699.12	44.28%	40%	0.90
<b>3</b>	<b>Project Delivery Coordination</b>	<b>\$19,440.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,440.00</b>	<b>0.00%</b>	<b>0.00%</b>	<b>n/a</b>
3.1	Project Delivery Coordination	\$19,440.00	\$0.00	\$0.00	\$0.00	\$19,440.00	0.00%	0%	n/a
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>0.00%</b>	<b>n/a</b>
4.1	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
<b>5</b>	<b>Environmental</b>	<b>\$1,046,102.00</b>	<b>\$100,292.30</b>	<b>\$427,581.74</b>	<b>\$527,874.04</b>	<b>\$518,227.96</b>	<b>50.46%</b>	<b>42.69%</b>	<b>0.85</b>
5.1	Environmental Study Plan and Coordin	\$38,626.00	\$211.41	\$17,616.97	\$17,828.38	\$20,797.62	46.16%	46%	1.00
5.2	Agency Coordination	\$115,512.00	\$909.01	\$66,400.24	\$67,309.25	\$48,202.75	58.27%	62%	1.06
5.3	Methodology Memoranda	\$28,246.00	\$0.00	\$27,931.63	\$27,931.63	\$314.37	98.89%	100%	1.01
5.4	Technical Report, Technical Memorand	\$266,994.00	\$65,859.98	\$227,033.93	\$292,893.91	(\$25,899.91)	109.70%	75%	0.68
5.5	ESA Section 7 Compliance	\$33,681.00	\$2,633.77	\$7,215.72	\$9,849.49	\$23,831.51	29.24%	30%	1.03
5.6	Cultural / NHPA Section 106 Complian	\$94,111.00	\$2,217.08	\$21,149.47	\$23,366.55	\$70,744.45	24.83%	25%	1.01
5.7	Section 4(f)/Section 6(f)	\$21,595.00	\$5,426.52	\$2,227.80	\$7,654.32	\$13,940.68	35.44%	25%	0.71
5.8	Draft EIS Re-Evaluation	\$48,384.00	\$0.00	\$38,095.30	\$38,095.30	\$10,288.70	78.74%	100%	1.27
5.9	Supplemental Draft EIS	\$165,337.00	\$23,034.53	\$19,910.68	\$42,945.21	\$122,391.79	25.97%	25%	0.96
5.10	Responses to Comments on the 2003	\$76,199.00	\$0.00	\$0.00	\$0.00	\$76,199.00	0.00%	0%	n/a
5.11	Mitigation Plan	\$25,668.00	\$0.00	\$0.00	\$0.00	\$25,668.00	0.00%	0%	n/a
5.12	Final EIS	\$95,877.00	\$0.00	\$0.00	\$0.00	\$95,877.00	0.00%	0%	n/a
5.13	Record of Decision, Notice of Availabil	\$29,562.00	\$0.00	\$0.00	\$0.00	\$29,562.00	0.00%	0%	n/a
5.14	Administrative Record	\$6,310.00	\$0.00	\$0.00	\$0.00	\$6,310.00	0.00%	0%	n/a
<b>6</b>	<b>Engineering</b>	<b>\$790,196.00</b>	<b>\$32,596.43</b>	<b>\$216,132.60</b>	<b>\$248,729.03</b>	<b>\$541,466.97</b>	<b>31.48%</b>	<b>34.26%</b>	<b>1.09</b>
6.1	Engineering Coordination	\$147,696.00	\$6,227.50	\$47,294.84	\$53,522.34	\$94,173.66	36.24%	40%	1.10
6.2	Land Survey	\$14,740.00	\$0.00	\$14,012.50	\$14,012.50	\$727.50	95.06%	100%	1.05
6.3	Geotechnical	\$174,924.00	\$143.92	\$1,870.96	\$2,014.88	\$172,909.12	1.15%	2%	1.74
6.4	Hydraulics	\$30,851.00	\$0.00	\$25,128.28	\$25,128.28	\$5,722.72	81.45%	90%	1.10
6.5	Civil	\$157,499.00	\$4,192.89	\$85,613.76	\$89,806.65	\$67,692.35	57.02%	62%	1.09
6.6	Bridge	\$150,796.00	\$9,326.44	\$27,249.19	\$36,575.63	\$114,220.37	24.26%	25%	1.03
6.7	Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
6.8	Architecture and Simulations	\$73,695.00	\$12,705.68	\$14,302.39	\$27,008.07	\$46,686.93	36.65%	40%	1.09
6.9	Cost Estimating	\$39,995.00	\$0.00	\$660.68	\$660.68	\$39,334.32	1.65%	2%	1.21
<b>7</b>	<b>Transportation</b>	<b>\$153,962.00</b>	<b>\$5,421.76</b>	<b>\$117,114.02</b>	<b>\$122,535.78</b>	<b>\$31,426.22</b>	<b>79.59%</b>	<b>99.63%</b>	<b>1.25</b>
7.1	Methodology Memorandum	\$12,930.00	\$0.00	\$7,785.98	\$7,785.98	\$5,144.02	60.22%	100%	1.66
7.2	Data Review and Collection	\$15,760.00	\$0.00	\$11,308.30	\$11,308.30	\$4,451.70	71.75%	100%	1.39
7.3	Existing and Future No Build Condition	\$42,275.00	\$0.00	\$42,068.26	\$42,068.26	\$206.74	99.51%	100%	1.00
7.4	Build Alternatives Analysis Update	\$29,116.00	\$0.00	\$27,668.08	\$27,668.08	\$1,447.92	95.03%	100%	1.05
7.5	Transportation Technical Report	\$28,629.00	\$5,421.76	\$26,974.15	\$32,395.91	(\$3,766.91)	113.16%	98%	0.87
7.6	Tolling/Revenue Coordination	\$25,252.00	\$0.00	\$1,309.25	\$1,309.25	\$23,942.75	5.18%	100%	19.29
<b>8</b>	<b>Permit Assistance</b>	<b>\$205,759.00</b>	<b>\$2,093.75</b>	<b>\$127,075.70</b>	<b>\$129,169.45</b>	<b>\$76,589.55</b>	<b>62.78%</b>	<b>72.00%</b>	<b>1.15</b>
8.1	Permit Plan and Coordination	\$27,552.00	\$565.21	\$22,672.25	\$23,237.46	\$4,314.54	84.34%	86%	1.02
8.2	In-water Permits for Geotechnical Inve	\$17,201.00	\$1,528.54	\$11,562.38	\$13,090.92	\$4,110.08	76.11%	80%	1.05
8.3	US Coast Guard Permit	\$121,142.00	\$0.00	\$71,181.90	\$71,181.90	\$49,960.10	58.76%	75%	1.28
8.4	Columbia River Gorge National Scenic	\$16,700.00	\$0.00	\$18,135.46	\$18,135.46	(\$1,435.46)	108.60%	98%	0.90
8.5	U.S. Army Corp of Engineers Permits	\$23,164.00	\$0.00	\$3,523.71	\$3,523.71	\$19,640.29	15.21%	15%	0.99
8.6	Washington State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.7	Oregon State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.8	Washington Local Agency Permits (Cit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.9	Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
<b>Totals</b>		<b>\$3,148,000.00</b>	<b>\$159,232.17</b>	<b>\$1,186,441.18</b>	<b>\$1,345,673.35</b>	<b>\$1,802,326.65</b>	<b>42.75%</b>	<b>42.41%</b>	<b>0.99</b>



August 30, 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 #12: July 1, 2019 - July 31, 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.

**I. Major services performed during this period:**

- Submitted Groups 3B and 4 draft environmental technical reports for review by ODOT and WSDOT; submitted Group 2 revised draft technical reports for FHWA review.
- Continued writing the Supplemental Draft EIS (Draft #1).
- Prepared draft photo simulation and architectural sketches.
- Submitted permit applications for geotechnical investigations.
- Please see following table for detailed progress summary by task.

**II. Issues encountered:**

- ODOT staff availability to review cultural resources documents resulted in delays to starting the tribal consultation initiation.
- USCG and USACE continue to be unresponsive on completing reviews and/or issuing memos.

**III. Decisions or actions pending:**

- The cost-to-complete is under negotiations with the Port; expect to submit a final contract amendment package in late September.

Sincerely,  
**WSP USA, Inc.**

A handwritten signature in blue ink that reads 'Angela J. Findley'.

Angela J. Findley, PMP  
Project Manager

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

## **TASK 1. PROJECT MANAGEMENT**

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### **1.1 Project Management and Coordination**

*Work Performed this Month:*

- Coordinated with Port and project team to address emerging issues and deliver work products on time.
- Updated the detailed project schedule on July 15.
- Prepared a schedule change log to support presentations to the Port's Board of Commissioners meetings; submitted July 15.
- Prepared June invoice packet.

*Work Scheduled for Next Month:*

- Continue coordination with Port and project team.
- Update the detailed project schedule.
- Update the schedule change log.
- Update the scope change log.
- Prepare July invoice packet.

### **1.2 Client Progress Meetings**

*Work Performed this Month:*

- Prepared for and facilitated a client progress meeting on July 17.
- Prepared and distributed the action items log.

*Work Scheduled for Next Month:*

- Prepare for and facilitate client progress meeting on August 23.

### **1.3 Consultant Team Meetings**

*Work Performed this Month:*

- Prepared for and facilitated consultant team meeting with project task leads on July 15.

*Work Scheduled for Next Month:*

- No meetings scheduled for August.

### **1.4 Change Control**

*Work Performed this Month:*

- Submitted draft cost-to-complete, including a revised statement of work to address scope changes over past months.

*Work Scheduled for Next Month:*

- Meet with Port on August 30 to address any revisions to the cost-to-complete.



**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

**1.5 Risk Management**

*Work Performed this Month:*

- No activity this period.

*Work Scheduled for Next Month:*

- Update Risk Management Plan as needed.

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**TASK 2. PUBLIC INVOLVEMENT**

**2.1 Public Involvement Plan and Task Coordination**

*Work Performed this Month:*

- Provided direction to the Port and Consultant team on upcoming public involvement activities and deliverables.

*Work Scheduled for Next Month:*

- Continue providing direction to the Port and Consultant team on upcoming public involvement activities and deliverables.

**2.2 Stakeholder Interviews – Task Complete**

**2.3 Media Releases, Fact Sheets and eNewsletters**

*Work Performed this Month:*

- No activity this period.

*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:*

- No activity planned.

**2.5 Project Website Support**

*Work Performed this Month:*

- Reviewed website for accuracy, link functions, and identification of future content changes.

*Work Scheduled for Next Month:*

- Update website and troubleshoot issues with Port as needed.

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

*Work Performed this Month:*

- Prepared and distributed early Working Group #4 notification; created Doodle poll to select a date for the next meeting.
- Strategized with the Port on meeting topics and schedule for Meeting #4.

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

*Work Scheduled for Next Month:*

- Prepare draft agenda and slide presentation for Working Group #4.
- Finalize meeting date and location.

**2.7 Stakeholder Working Group – Task Closed (not used)**

**2.8 Public Open Houses**

*Work Performed this Month:*

- No activity this period.

*Work Scheduled for Next Month:*

- No activity planned.

**2.9 Public Comments**

*Work Performed this Month:*

- No activity this period.

*Work Scheduled for Next Month:*

- Log public comments as needed.

**2.10 Community Outreach Events**

*Work Performed this Month:*

- Selected community events venues for the next community outreach and developed draft outreach event plan.

*Work Scheduled for Next Month:*

- Revise plan based on Port input.
- Begin preparing materials for the events scheduled in September.

**2.11 Environmental Justice**

*Work Performed this Month:*

- Set date and location for next EJ outreach event.
- Began developing a draft event plan.

*Work Scheduled for Next Month:*

- Revise plan based on Port input.
- Begin preparing materials for the event scheduled in September.

**2.12 Status Reports**

*Work Performed this Month:*

- Prepared and submitted a final August status report on July 15.

*Work Scheduled for Next Month:*

- Prepare the September status report.

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

## **TASK 5. ENVIRONMENTAL**

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### **5.1 Environmental Study Plan and Coordination**

*Work Performed this Month:*

- Coordinated with environmental technical specialists on report production.

*Work Scheduled for Next Month:*

- Continue leading discipline specialists to advance environmental technical reports, answer questions from the Port, ODOT and FHWA.

### **5.2 Agency Coordination**

*Work Performed this Month:*

- Prepared for and facilitated a NEPA coordination meeting with ODOT and FHWA on July 11 and July 25; distributed meeting notes.
- Updated the Agency Coordination Plan.

*Work Scheduled for Next Month:*

- Distribute methodology memoranda to tribes.
- Hold teleconferences twice a month with FHWA, ODOT and the Port to manage and implement NEPA activities.
- Resolve issues and respond to questions as needed with FHWA, ODOT, and other agencies on the EIS.

### **5.3 Methodology Memoranda – Task Complete**

### **5.4 Technical Reports, Memoranda and Study Updates**

*Work Performed this Month:*

- Finalized Group 1 technical reports.
- Addressed Port, ODOT and WSDOT review comments and submitted Group 2 technical reports for ODOT confirmation and FHWA review.
- Submitted draft Group 3B (Social/Economics/EJ) and Group 4 technical reports for Port, ODOT and WSDOT review.
- Conducted wetland/vegetation and fish/wildlife fieldwork on the Washington portion of the study area.
- Advanced remaining environmental technical reports by conducting impact analysis and writing reports.

*Work Scheduled for Next Month:*

- Finalize Group 2 (Land Use and Recreation) and Group 3A (Noise) technical reports
- Address Port, ODOT and WSDOT review comments and submit Group 3B (Social/Economics/EJ) and Group 4 technical reports for ODOT confirmation and FHWA review.
- Advance remaining technical work on all 14 reports by conducting impact analysis, addressing review comments, and writing/revising reports.

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

**5.5 ESA Section 7 Compliance**

*Work Performed this Month:*

- Advanced preparing the draft biological assessment; clarified construction and design impacts on listed species and critical habitat with the engineering team.

*Work Scheduled for Next Month:*

- Advance preparing the draft biological assessment; clarify construction and design impacts on listed species and critical habitat with the engineering team.
- Completed and submitted draft #1 biological assessment.

**5.6 Cultural/NHPA Section 106 Compliance**

*Work Performed this Month:*

- Prepared for, attended and facilitated a cultural resource coordination meeting with ODOT on July 25.
- Completed revisions to the APE/Methodology Memo and Baseline Scan for historic/cultural resources; submitted to ODOT for distribution to agencies and tribes.

*Work Scheduled for Next Month:*

- Conduct first round of historic property inventory.
- Participate and facilitate monthly cultural resources meetings; track action items and distribute to the team.

**5.7 Section 4(f)/Section 6(f) Evaluation**

*Work Performed this Month:*

- Completed and submitted draft Section 6(f) Technical Report for Port and ODOT review.

*Work Scheduled for Next Month:*

- Incorporate Port and ODOT review comments and submit revised draft Section 6(f) Technical Report for FHWA review.

**5.8 Draft EIS Re-Evaluation – Task Complete**

**5.9 Supplemental Draft EIS**

*Work Performed this Month:*

- Completed an outline for the SDEIS; submitted for Port, ODOT and FHWA review; incorporated comments received.
- Continued drafting sections of the SDEIS (Administrative Draft #1) and perform internal QC on sections.

*Work Scheduled for Next Month:*

- Complete the SDEIS (Administrative Draft #1) and submit to Port and ODOT for 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)**

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

**5.13 Record of Decision (Task has not started)**

**5.14 Administrative Record (Task has not started)**

**TASK 6. ENGINEERING**

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**6.1 Engineering Coordination**

*Work Performed this Month:*

- Organized and managed Consultant team engineers to provide design-related information for environmental team, agency coordination and permitting.
- Facilitated and attended ODOT meeting (July 23) for follow up design review of roadway approach in Oregon, prepared notes following the meeting.
- Provided engineering information to support the development of in-water geotechnical investigations permit.
- Oversaw design refinements to the three build alternatives to incorporate comments from ODOT and the Port, including:
  - Refining bridge terminus on the Oregon side with respect to I-84 ramps.
  - Refining stormwater facilities on the Oregon side to avoid or minimize impacts to the Port property.
- Provide engineering information to support the preparation of the draft Biological Assessment.

*Work Scheduled for Next Month:*

- Oversee the refinements to the three build alternatives to incorporate comments from ODOT, WSDOT, the Port and/or the Working Group.
- Log additional questions from the environmental and permitting teams in the FAQ and provide answers, as needed.
- Oversee the completion of the final Bridge Hydraulics Report (pending USCG comments).

**6.2 Land Survey – Task Closed**

**6.3 Geotechnical**

*Work Performed this Month:*

- Responded to geotechnical question for the in-water work permit application.

*Work Scheduled for Next Month:*

- Provide additional information to support the environmental technical reports and biological assessment, as needed.

**6.4 Hydraulics**

*Work Performed this Month:*

- No work completed this month.

*Work Scheduled for Next Month:*

- Revise the Hydraulic Report for pertinent comments (if any) from the USCG's review of the Navigation Impact Report.

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

## 6.5 Civil

*Work Performed this Month:*

- Refined the roadway design to incorporate stormwater treatment revisions and address ODOT's concerns about impacts to the I-84 westbound ramps.
- Calculate property acquisition quantities per parcel to support environmental technical reports on Alternatives EC-2 and EC-3.
- Attended and facilitated the ODOT design review follow up meeting on July 23.

*Work Scheduled for Next Month:*

- Respond to questions from the environmental team and update the roadway temporary and permanent impact footprint as needed.
- Calculate property acquisition quantities per parcel to support environmental technical reports on Alternative EC-1.
- Prepare for the ODOT design review meeting on August 28.

## 6.6 Bridge

*Work Performed this Month:*

- Confirm bridge rail heights with WSDOT and ODOT, update plans accordingly.
- Provide bridge design files to the photo simulation lead and coordinate details in simulation were design-truthed.
- Gathered examples of concrete box-girder bridges from around the U.S. to be inserted into the architectural sketches.
- Began investigating alternate options for construction staging locations and developed site criteria.

*Work Scheduled for Next Month:*

- Complete development of alternate options for construction staging locations and developed site criteria; prepare map exhibit.
- Continue refinement as needed to support Task 5 and Task 8.

## 6.7 Reserved

## 6.8 Architecture and Simulations

*Work Performed this Month:*

- Addressed ODOT and Port comments on architectural Concept #1; revised as needed.
- Prepared architectural Concepts #2 and #3.

*Work Scheduled for Next Month:*

- Meet with ODOT to review draft photo simulations and architectural concepts #2 and #3.
- Revise architectural Concepts #2 and #3 to address Port and ODOT comments.
- Revise photo simulations in response to Port and ODOT comments.
- Discuss options with the Port on how to visually depict impacts to the Port property.

## 6.9 Cost Estimating

*Work Performed this Month:*

- No activity this period.

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

*Work Scheduled for Next Month:*

- No activity planned.

## **TASK 7. TRANSPORTATION**

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### **7.1 Methodology Memorandum – Task Complete**

### **7.2 Data Review and Collection – Task Complete**

### **7.3 Existing and Future No Build Conditions – Task Complete**

### **7.4 Build Alternatives Analysis – Task Complete**

### **7.5 Transportation Technical Report**

*Work Performed this Month:*

- Prepared a Transportation Technical Report addendum to address RTC’s comment on the methodology memo; confirmed revisions were satisfactory with RTC.
- Began addressing comments received from ODOT on the Transportation Technical Report received at the July 23 design review meeting with ODOT.

*Work Scheduled for Next Month:*

- Complete revisions and finalize the Transportation Technical Report, including addressing comments from ODOT.
- Participate in the August 28 meeting to confirm ODOT is satisfied with revisions.

### **7.6 Tolling/Revenue Coordination**

*Work Performed this Month:*

- No activity this period.

*Work Scheduled for Next Month:*

- Close task as no further work is anticipated.

## **TASK 8. PERMIT ASSISTANCE**

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### **8.1 Permit Plan and Coordination**

*Work Performed this Month:*

- Updated Permit Plan as information is gained.
- Logged rights of entry responses from Washington private landowners.
- Obtained permission from public agencies to conduct environmental fieldwork on public lands and rights-of-way administered by the City of White Salmon, Klickitat County, and WSDOT.

*Work Scheduled for Next Month:*

- Update Permit Plan as needed.

**Detailed Progress Summary by Task**  
**Work Performed: July 1 - July 31, 2019**

**8.2 In-water Permits for Geotechnical Investigations**

*Work Performed this Month:*

- Submitted application materials for in-water geotechnical investigations to the Port for review; finalized materials in response to Ports comments.
- Submitted final applications to local and state agencies.
- Logged permits received by agencies.

*Work Scheduled for Next Month:*

- Log permits received by agencies and answer any questions received from agencies.
- Amend permits to cover 12 borings instead of the previously assumed 6 borings.

**8.3 US Coast Guard Permit**

*Work Performed this Month:*

- Followed up with the USCG to obtain review comments and revise the Navigation Impact Report; USCG was unresponsive to multiple calls and emails.

*Work Scheduled for Next Month:*

- Follow up with the USCG to obtain review comments and revise the Navigation Impact Report as needed; engage Port and FHWA as needed.

**8.4 Columbia River Gorge NSA Permit**

*Work Performed this Month:*

- No work this period.

*Work Scheduled for Next Month:*

- Finalize notes and the consistency matrix.

**8.5 US Army Corps of Engineers Permits**

*Work Performed this Month:*

- Followed up with the USACE to obtain memo on their needs for vessel movement in this stretch of the Columbia River; USACE was unresponsive to multiple calls and emails.

*Work Scheduled for Next Month:*

- Follow up with the USACE to obtain memo on their needs for vessel movement in this stretch of the Columbia River; engage Port and FHWA as needed.



## S C O P E O F W O R K

- Date:** Insert Date
- Tribe:** Insert Name of Tribal Representative (Agency)
- Project:** Hood River-White Salmon Bridge Replacement Project  
 ODOT Key No. 21280  
 Federal Aid Number: 0000(268) PE
- Location:** T3N, R11E, Secs 19, 30 & 31; T3N, R10E, Secs 24, 25 & 36  
 Hood River & White Salmon Quadrangles  
 Hood River County, Oregon and Klickitat County, Washington
- Task:** Ethnographic Study
- Key Dates:** Preliminary Results (including any Sec. 106-eligible site documents) – due March 1, 2020  
 Draft Report and Draft Executive Summary – due May 1, 2020  
 Final Report and Executive Summary – due June 1, 2020

The Federal Highway Administration (FHWA), with the Port of Hood River (Port) and the Oregon Department of Transportation (ODOT) as joint lead agencies, is conducting a Supplemental Environmental Impact Statement (EIS) for a project to replace the existing Hood River-White Salmon Bridge between Hood River, Oregon, and White Salmon, Washington. The primary purpose of this project is to improve multi-modal transportation of people and goods across the Columbia River between the Hood River and White Salmon/Bingen communities. The need for the project is to rectify current and future transportation and structural inadequacies and deficiencies of the bridge. The project is an undertaking that is subject to the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended.

The project's Area of Potential Effect (APE) is located in portions of both the states of Washington and Oregon (Figure X). The APE encompasses the range of potential impacts of the Built Alternatives, both direct and temporary, including those associated with stormwater conveyance (Figure X). The APE also encompasses all potential direct and horizontal/vertical ground disturbance associated with the project. The APE extends to include areas of land facing the Columbia River bounded by ridgelines in immediate proximity to the bridge. These comprise the ridgeline above SR-14 to the north and the ridgeline above the Hood River Loops segment of the Historic Columbia River Highway (Historic US30) to the south.

The purpose of this Task is to gather and document ethnographic information related to traditional uses, traditional places, and the cultural significance of the APE and general project area. Oral histories may be collected from recognized knowledge holders with pertinent information of the project area. A maximum of \_\_\_\_ oral histories will be recorded and transcribed as part of this Task.

The Ethnographic Study Report (Report) required under this task shall include a detailed ethnographic/historic context of the project area, relevant results of ethnographic research, summaries of oral histories collected, and a description of the methodology utilized in the collection of relevant ethnographic data. The identification of historic properties of religious and cultural significance to Indian tribes, traditional cultural properties, or other potentially-eligible historic properties subject to Section 106 of the National Historic Preservation Act (NHPA), must be sufficiently described and documented for any project effects to be evaluated by FHWA/ODOT and the Oregon SHPO and/or Washington DAHP. The results of the report are intended to assist FHWA/ODOT to comply with their responsibilities under Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA).

The Tribe shall provide all deliverables in both Microsoft Word and Adobe pdf formats. A brief Letter Report shall be submitted by the Tribe, including any Section 106-eligible site documents, by March 1<sup>st</sup> to facilitate FHWA/ODOT evaluating any potential effects on identified resources within the Supplemental EIS timeframe. At the request of the Tribe, ODOT will maintain the Ethnographic Study Report (Report) as a confidential document. The Executive Summary will be a public document and findings may be generalized to protect sensitive sites.

**Deliverables:** (Electronic):

Consultant shall provide (Word and Adobe pdf formats):

- Preliminary Results Letter Report, including any Section 106-eligible site documents (Deliver to ODOT Archaeologist) – due March 1, 2020
- Draft Report (Deliver to ODOT Archaeologist) – due May 1, 2020
- Draft Executive Summary (Deliver to ODOT Archaeologist and Port Project Manager) – due May 1, 2020
- Final Report (Deliver to ODOT Archaeologist) – due June 1, 2020
- Final Executive Summary (Deliver to ODOT Archaeologist and Port Project Manager) – due June 1, 2020

**Other Materials Attached:**

- [GIS APE Layer, Cultural Resources Baseline Report, etc.](#)

**Communication:**

- If you have any questions or require additional project information please contact the Port Project Manager or ODOT Archaeologist.

**Contacts:**

Name	Title	Organization	Phone	Email
Kevin Greenwood	Project Director	Port of Hood River	(541) 436-0797	<a href="mailto:kgreenwood@portofhoodriver.com">kgreenwood@portofhoodriver.com</a>
Roy Watters	Archaeologist and Tribal Liaison	ODOT	(503) 986-3375	<a href="mailto:Roy.Watters@odot.state.or.us">Roy.Watters@odot.state.or.us</a>

## Executive Director's Report

September 10, 2019

### Staff & Administrative

- The work session focused on real estate will take place 9:00-2:00 on September 17 at the Columbia Gorge Hotel. A draft agenda will be reviewed at the September 10 meeting and Commission input is sought.
- The selection process to fill the vacant Maintenance III position is complete. Ryan Klapprich, a resident of Cascade Locks, started work on August 26<sup>th</sup>. With Brian Spielman's return from medical leave, we now are back to full staffing in the Facilities Department.
- Front office staff member Esperanza Perez received a very nice thank you and compliment from a Breeze-By customer in August for providing excellent customer service (see right).



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### Recreation/Marina

- Attached is the Event Site Host Report for Summer 2019, a summary report, and the annual "Bucket List" prepared by Event Site hosts Sharon and John Chow. The Chows left for their home in Canada on September 2 and were unable to attend the Commission meeting. Genevieve will play a short video interview with John and Sharon at the meeting on the 10<sup>th</sup>.
- A large cottonwood tree located between Marina Way and I-84 had to be removed on August 27. The tree was determined to be within the ODOT right-of-way and ODOT hired a contractor to do most of the work. Because the ODOT/Port property line in this area varies widely, I have been engaged in efforts over several years to "trade" land with ODOT so that the ROW follows a more logical path along Marina Way.
- The second meeting of the Multi-Jurisdictional Parks Master Plan Subcommittee is scheduled for September 16. Commissioners Meriwether and Streich represent the Port on this sub-committee.
- Staff will be following up with American Cruise Lines, Inc. (ACL) on ways to improve docking facilities at the Port over the winter. ACL would like to increase their landings in 2020.

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## Development/Property

- The City of Hood River is close to selection of an engineering firm to carry out final engineering for replacement of the waterfront storm sewer line. The plans and specifications are intended to be complete by January 2020 with construction complete by Fall 2020.
- J & C Pro Painting was contracted to paint the recently vacated Pacific Source space in the Wasco building. The total cost of this is \$5,800.
- The Solicitation for the roof patch at the Jensen building was issued on August 30 with quotes required by September 16<sup>th</sup>. A walk through for contractors will be held on September 10<sup>th</sup>.
- The Solicitation for the paving of the access road at the Lower Mill was issued on September 3<sup>rd</sup>. Quotes are required to be received at 2:00 PM on September 10<sup>th</sup>. The contract for this work is an action item for this agenda.

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## Airport

- The Hood River Fly in was held September 7<sup>th</sup> and 8<sup>th</sup>. The Port is not hosting a booth this year, but staff will provide a report on the event.
- The annual, FAA-mandated inspection of the AWOS at the Ken Jernstedt Airfield was carried out on August 28<sup>th</sup> by Bill Kelsey of AVCOM. The system met all specifications. However, Kelsey does suggest we replace our visibility sensor as support for our current sensor was discontinued in June. And, although our mechanical wind sensor is still supported, Kelsey recommends updating it to an ultrasonic model.
- The irrigation project required to enable water rights use that will be available to water the future wetland mitigation site plantings is underway and will likely be completed the week of September 10<sup>th</sup>. The total project cost is approximately \$7,700.
- Staff met with the FBO to discuss safety responses to emergencies at the airport. Staff reached out to the Sheriff's Department to discuss a future training on the matter.

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## Bridge/Transportation

- Deck welding is now scheduled for either the week of October 14<sup>th</sup> or the week of October 21<sup>st</sup> to avoid impacts to fruit hauling.

- Attached is technical memo prepared by the Port's Bridge Engineer Mark Libby detailing existing conditions and alternative solutions to the abutment below the south approach ramp. It is likely that Facilities staff will perform the work required.

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## Genevieve Scholl

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**From:** sharon chow <windsurfingrednecks@hotmail.com>  
**Sent:** Friday, August 30, 2019 9:19 AM  
**To:** Michael McElwee; John Mann; Genevieve Scholl; Daryl Stafford  
**Subject:** EVENT SITE HOST SUMMER REPORT 2019

Good morning,

Another busy summer is drawing to a close. Our plan is to get on the road Sunday afternoon and try to beat some of the Monday traffic. I thought I would get all our reports sent out today so I don't have to think about it when we're organizing to leave. I have to send each one separately as I don't know how to send them all together with the iPad. ☹️

We still need our box of goodies so we'll give that to Rob Sunday morning before we head out.

Thanks for a great summer!!  
Sharon & John

### ***EVENT SITE HOST SUMMER REPORT 2019***

We arrived JUNE 24th. Home Sweet Home! For the first few days the wind wasn't great but it gave us a chance to settle in and get organized.

#### ***EVENTS:***

The first Event was JULY 4th. The 4 porta potties that were brought in were well used and we often saw the lineup to them was equally as long as the lineup to the washrooms. The beach fireworks was super minimal with only a couple of things shot towards the water from the beach. Lots of people took their personal fireworks out to the Sandbar.....some....way out on the Sandbar. ☺️ To me this is actually the safest place for it and keeps it away from structures and vegetation. All was good until about 1:00 when some kids tried to blow up one of the porta potties. By 2:15, on the third attempt, they had succeeded and we had raw sewage running in the parking lot. Cleanup the next day was quick and well done.

JULY 12th. 14th. brought KB4C. They had good wind and parked out 2 days out of the 3. Lot 1 also had 150 200 cars in it on those days. Cleanup was pretty much wrapped up on Sunday night with just the big tents and porta potties remaining for Monday morning.

AUGUST 12th. 16th. was the Association of Wind Sports Industries Trade Show. It was a huge event and between the attendees and regular kite board site users the lot parked out all 5 days. Again Lot 1 was also well used with usually a couple complete rows of cars in it. When we arrived back on Friday night it appeared that more due diligence was needed by the organizers to ensure a proper cleanup. By 11:30 on Saturday morning the lawn and lot were back to normal, with thanks to a couple of Port employees and a couple of people from AWSI.

#### ***PARKING:***

We have noticed a number of things about the parking this year.

1. The customer tells the ticket booth attendant they are 'just dropping something off' or 'just passing through' and then in fact park and stay.

2. Because the season passes are 'transferable' it literally gets 'transferred' to a second user after the first user has entered and parked.
3. We know of at least one occasion when a friend of the booth attendant was very persuasive and was allowed to enter without paying. This only came to light because the site user subsequently received a ticket and made a comment to the user parked next to him, who thought it was rather funny and told us about it.
4. Also, because the passes are transferable they get transferred to 'friends' when the original owner is out of town or working etc. ....not using it.
5. Theft of passes is very easy and/or passes simply 'blow' away. ⇒
6. The booth attendant 'frequently' charges regular length rate for a vehicle that is 'obviously' over length.....as in a large 30' motorhome or vehicle towing a trailer.

Most of this just leads us to wonder if the window stick on passes would not be better.

We are happy to see the parking attendant patrol the ES as well as the street parking. Once the word gets out that 'you can get a ticket' some of the above issues may resolve themselves.

### **DOGS:**

I would have to say that the dog leashing requests were pretty much the norm again this summer. Animal Control drove through on about 3-4 occasions. We didn't need to call them to pick up any dogs. 🐾 We are a bit more lenient with the dog leashing on the 'really hot/non busy' days. When it's super hot all the dogs want to do is head for the water and they don't seem to have much energy for anything else. On the non busy days, we tend to have too few to worry much about them. Usually..... this has seemed to work.

We had 3 incidents this summer with dogs that were rather unusual.

1. A dog stole a fellow's expensive flip flop and it was a challenge to retrieve it. When the owner of the dog finally leashed his dog the flip flop had a lot of perforations from the dog's teeth. The flip flop owner was not too happy.
2. John was charged at by a snapping, growling dog digging in the residual garbage on the Friday night of the AWSI event. Said dog was not spotted off leash for the remainder of the summer after this incident.
3. A dog stole a young woman's burrito lunch and swallowed it whole, wrapper and all.

### **LOST AND FOUND:**

We tagged 94 items this summer, compared to 140 items in 2018. At the beginning of the summer we had reports of a lot of thefts. As the summer progressed this seemed to get better. I think the signage to alert people to theft was a good idea.

### **SAFETY:**

We like the buoy's out in front for a visual line to keep all kiting on the outside. It would be great to get the middle one re-installed. We still do a lot of education on a fairly regular basis, particularly the day right after a kiting event.

Just a thought: Send out a reminder bulletin to all the schools at the beginning of the season to let their Instructors know what the buoy's are for so they can:

- a) abide by the rules and set an example
- b) make their students/customers aware of the rules

### **SECURITY:**

Kenton has been a welcome addition this summer. The peace of mind to be able to call someone at night if there is an issue has been wonderful. We have called him a few times at night leading up to July 4th., for random fireworks on Port Property that was concerning. It's great to be able to call him if we encounter any resistance when clearing the lot at night. This summer we haven't had this happen and I have to wonder if just his presence at lockup is enough of a deterrent.



**STATISTICS:**

To AUG. 31st: We parked out 21 times and came oh so very close on 2 other occasions.

The number of different water uses continues to amaze me. No longer is it just windsurfers and kilters. We have surf skis, outrigger canoes, SUP's, E SUP's on the hot days, groups large and small that drive out from Portland for picnics on the weekend hot days, the hand held bat wings for foil boards and HUGE inflatable water toys on the hot days. I've never seen so many inflatables...they must have had a sale on them somewhere? It seems like every summer a new line of water toy(s) gets introduced.

EMT was called once:

Two kilters collided in the water and one fellow had severe lacerations to his lower left leg from the other fellows Kiteboard. We heard that he spent a few days in hospital as they wanted to leave the wound open for a while to ensure he didn't get any infection. Apparently they also had to put him out to clean it properly.

Police were called twice:

Once for an angry kiter that was harassing a windsurfer later in the evening.

Once for a homeless delusional man that was obviously having a psychotic episode.

In conclusion I would like to say that when you weigh the number of people we interact with on a daily basis against the issues that stand out in our minds.....it 's maaaybe only 1% that give us grief. Of course education for dog leashing, rigging areas, water safety and parking is always on going but 99% of people are compliant when you talk to them. I think that's a pretty good average. 😊

We would once again like to thank The Port for another fun filled summer. We had cooler weather than last summer (thank goodness) but the wind was often gusty from cloud cover. The Waterfront is a beautiful, busy hub for tourism and a lovely place to spend the summer. The Port employees have again been a real pleasure to deal with and we look forward to seeing everyone next summer!

Cheers

Sharon & John

Sent from my iPad

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## Genevieve Scholl

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**From:** sharon chow <windsurfingrednecks@hotmail.com>  
**Sent:** Friday, August 30, 2019 9:28 AM  
**To:** Michael McElwee; John Mann; Genevieve Scholl; Daryl Stafford  
**Subject:** BUCKET LIST 2019:

### BUCKET LIST 2019:

#### DRINKING FOUNTAIN:

Repair the plumbing or valve for the drinking fountain. Something under the fountain is loose or broken as it continually has a drip and is wet under it all the time.

#### SAFETY BOUYS:

Ensure that all 3 Buoys are located appropriately at the beginning of the season.

**Rationale:** Our middle Buoy was cut loose this season. 😊 Having the 3 Buoys is a much better visual line for both the wind sports and the swimmers.

**CURB PAINTING:** Lengthen yellow curb painting along sidewalk to within 30 40 feet of the corners. Paint 10 MIN.

LOADING ZONE on the yellow curb and NO PARKING on the red curb.

**Rationale:** The paddling community is growing in leaps and bounds. The Event Site is becoming the HOT SPOT as the pick up area for downwind paddling. On windy days and the days leading up to and during their huge events, that are held at Waterfront Park, we can have a steady stream of curb side pickups.....especially at the West End. Most of the sidewalk curb is being used for loading/unloading with most (but not all) people being aware of the short time limit protocol. We would like to see both corners remain as 'red'. This way it would be easier to monitor....as in.....DO NOT PARK ON THE RED CORNERS, which are the most dangerous/congestive areas anyway.

**WASHROOM / CHANGE-ROOM:** Continue with implementing changes to the washrooms....either in the form of adding side change rooms or adding additional washrooms.

**Rationale:** On the parked out or super busy days we can have continuous lineups at the women's washroom, often 6 or more deep. The men's will often have 2 3 deep. Having a separate space for just changing could alleviate tying up a washroom stall and may in turn reduce lineups. Although the change room addition may be more cost effective we wonder about the use of them after having the porta potty here this summer. The women seem to DEFINITELY favour using the actual washroom rather than the porta potty.

Sent from my iPad

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# Memo

Date: Friday, August 30, 2019

Project: Hood River – White Salmon Bridge

To: Michael McElwee, Executive Director  
John Mann, Facilities Manager

From: Mark Libby, PE  
Kari Munson, PE

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Subject: **South Abutment Revetment**

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## Background

The 2018-19 Task Order 08 included preparation of repair details for the sloughing and erosion of the embankment fill slope in front of the south abutment.

The 2018 Routine Bridge Inspection Report notes the condition of the abutments and the approach roadway embankment as CS1. There is no discussion of the erosion at the south abutment. Photos from an April 2017 site visit, reveal significant erosion of the existing embankment fill slope in front of the abutment and undermining of the abutment, leaving up to approximately 1 foot of pile exposed. Observations from a June 2019 site visit conducted by HDR staff indicate similar conditions (see Figure 1).



**Figure 1. Erosion and Undermining at the South Abutment**

Erosion at bridge abutments that are located outside of the floodplain or are not part of a river-crossing structure is likely caused by drainage from the roadway. Inadequate stormwater facilities can lead to drainage around or infiltration behind the abutment, which contributes to erosion and undermining. Undermining of foundations reduces stability, and exposure of the piling reduces the pile load capacity. Additionally, the piling is exposed to increased corrosion and abrasion.

## Existing Conditions

The south bridge abutment was constructed in 1952 and consists of a 3-foot tall by 3.5-foot deep reinforced concrete pile cap supported by four 18-inch square reinforced concrete piles. The abutment is located approximately 25 feet southwest of Hood River Waterfront Trail, which was widened and reconstructed as concrete in 2017. The slope of the existing ground in front of the abutment averages approximately 1.5H:1V, with some sections steeper than 1H:1V (see Figure 2). The Ordinary High Water (OHW) elevation is approximately 80 feet.

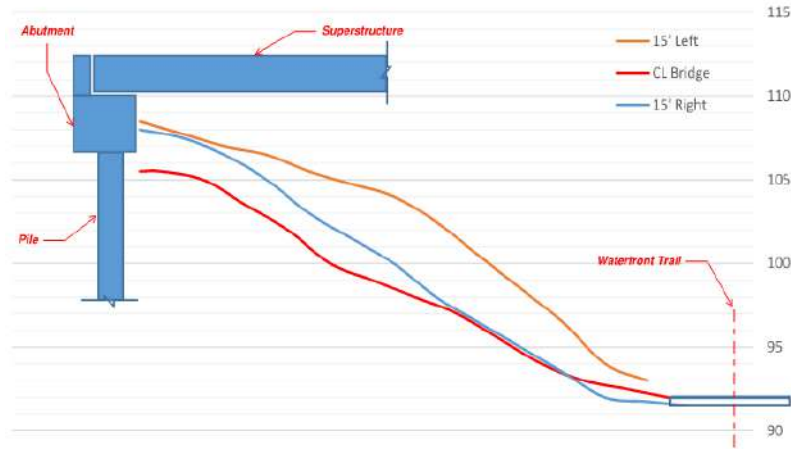


Figure 2. Existing Typical Section

## Repair Evaluation

Repair of undermined foundations is typically accomplished by filling the void with grout or gravel. Installation of riprap then stabilizes the slope and reduces future erosion potential (see Figure 3b). The grade in front of the abutment will be raised in order to bury the bottom of the pile cap and will continue down toward the Waterfront Trail at a slope between 1H:1V and 1.75H:1V. The remaining elevation difference will be accommodated by a short retaining wall (see Figure 3a), which will provide further stability to the slope and help to prevent recurrence.

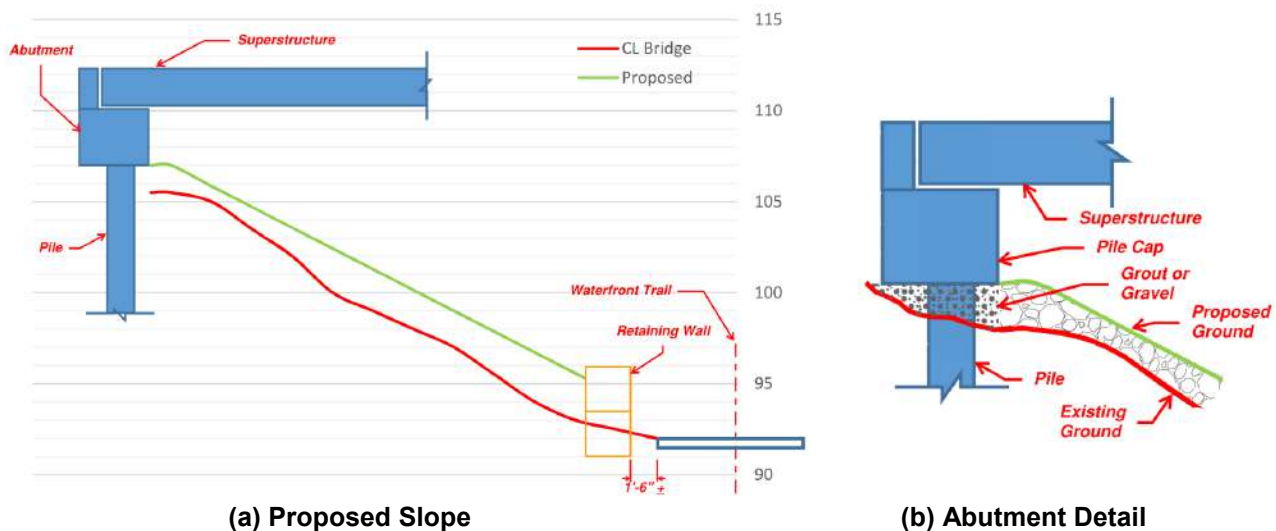


Figure 3. Proposed Typical Section

The required retaining wall height is approximately 5 feet, including 1 foot of embedment. The proposed retaining wall types are a prefabricated modular block wall or a rockery wall (see Figure 4 (a) and (b), respectively). A rockery wall would look more natural and would be fitting due to the project location within the Columbia River Gorge National Scenic Area. A rockery wall is also cheaper than a modular block wall. However, the modular block option can accommodate taller wall heights and higher lateral loads. Additionally, a similar modular block wall was installed as part of the 2017 Waterfront Trail reconstruction.



(a) Prefabricated Modular Block



(b) Rockery

Figure 4. Retaining Wall Options

## Recommendations

Due to the proposed backfill slope and the proximity to the bridge abutment, a prefabricated modular block wall appears to be better suited to this repair. However, due to the short height of the proposed wall, a rockery retaining wall is also an appropriate wall type for this repair. The estimated cost of repairs for either option, in 2020 dollars, is approximately \$19,000.

These evaluations are based on the cursory site visits conducted by HDR and the approximate contours from the 2017 Waterfront Path plans provided by the Port. More accurate quantities and details can be provided if local topographic survey is conducted. However, the concept and details are simple enough that a landscape contractor could develop a design and cost. Additionally, coordination with the Columbia River Gorge Commission would be needed before work is conducted.

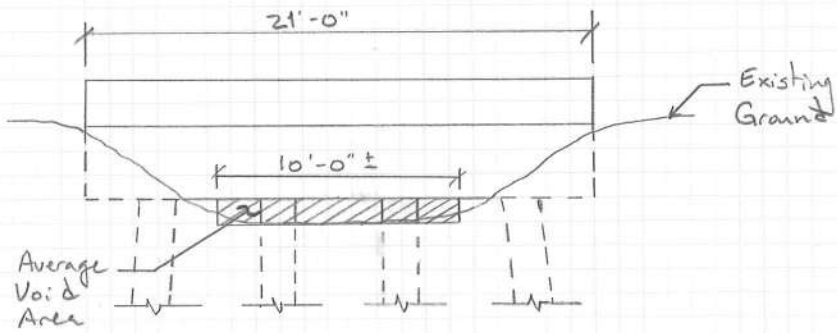
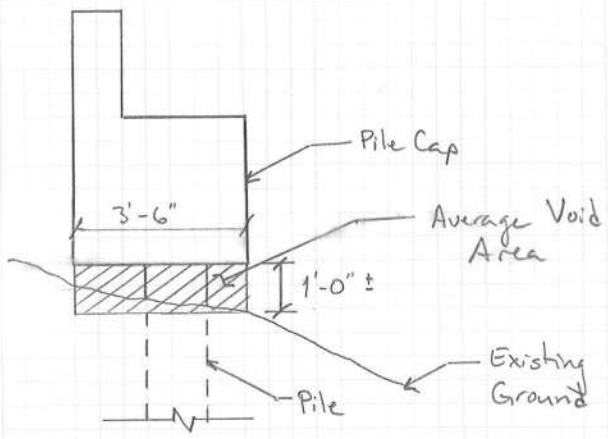
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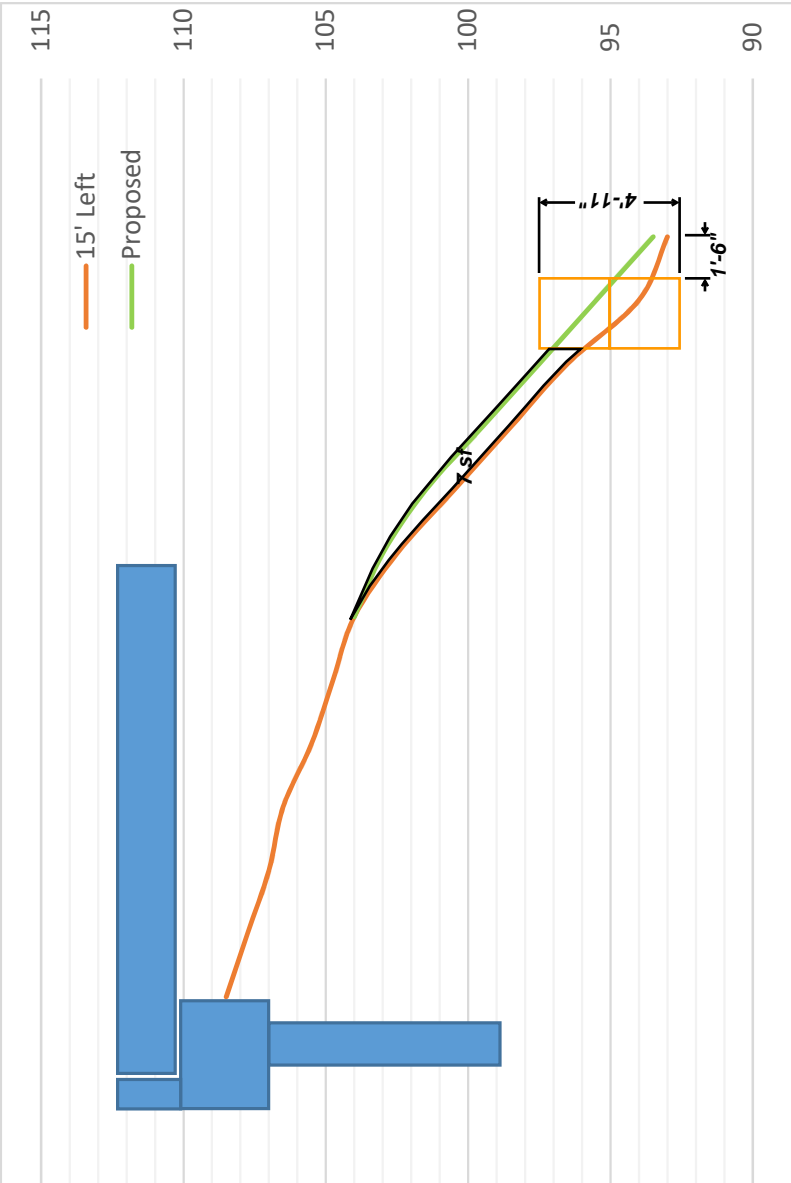
Project: POHR T08  
 Subject: S Abutment  
 Task: Estimate  
 Job #:

Computed: K. Munson Date: / /  
 Checked: M. Libby Date: 01/21/13  
 Page: of:  
 No:



$$\text{Volume of Void} = (1A)(3.5A)(10A) = 35A^3 \approx 1.3 \text{ yd}^3 \Rightarrow 1.5 \text{ cy gravel or grout}$$

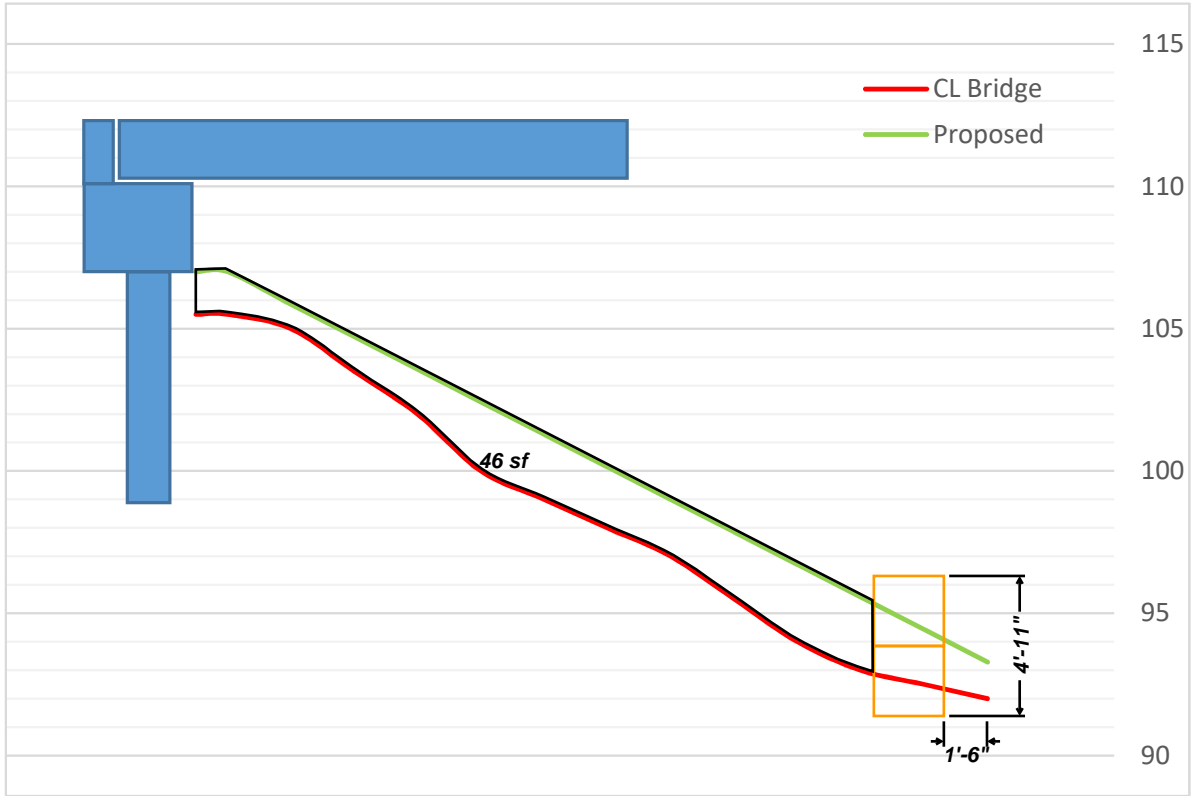




Area = 7 sf

Length of Fill Section = 10 ft

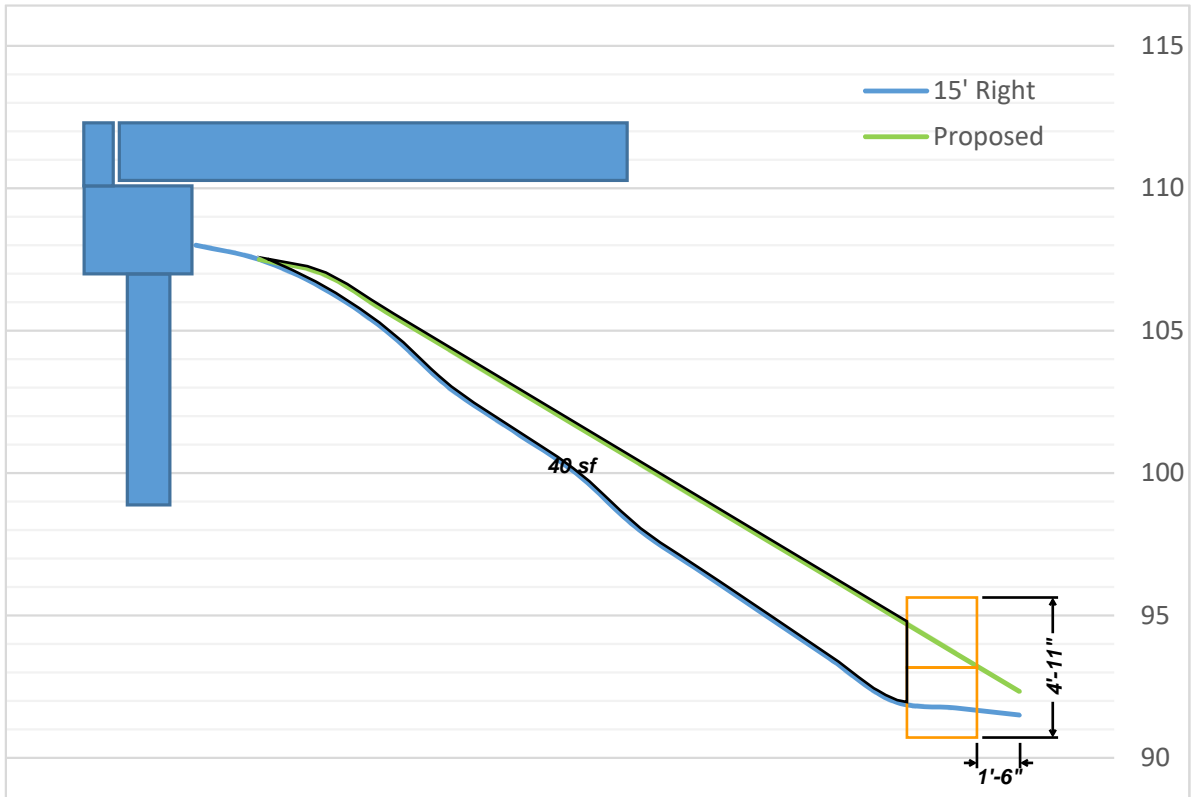
Volume of Fill Section = (7 sf) (10 ft) = 70 cf = 2.6 cy => Use 3 cy



**Area = 46 sf**

**Length of Fill Section = 10 ft**

**Volume of Fill Section = (46 sf) (10 ft) = 460 cf = 17 cy => Use 17 cy**



*Area = 40 sf*

*Length of Fill Section = 10 ft*

*Volume of Fill Section = (40 sf) (10 ft) = 400 cf = 14.8 cy => Use 15 cy*

**Total Riprap Volume = 3 cy + 17 cy + 15 cy = 35 cy**



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**Minutes**

**AIRPORT ADVISORY COMMITTEE**

**Thursday, August 22, 2019**

**At WAAAM – 3:00pm**

1. Airport Project updates
  - a. EA and wetland permits

*Anne stated that the wetland permit from DSL has been received and that the DEQ 404b permit is expected next week with the USACE permit expected after Labor Day. Anne and the consultants have been in contact with the permitting agencies on a weekly basis. The governor's office was also brought in to facilitate conference calls and ensure timelines stay on Track. Dayle mentioned that he had contacted all our congressmen and representative to let them know that the process was long and unreasonable.*

    - **To Do** Anne will send out the wetland mitigation plan
  - b. Connect 6-

*The project is expected to go to bid immediately after permits are received. Utility work would begin in October with the grading and paving occurring in Spring of 2020. The Port has until 7/1/2020 to use the Connect 6 funds and complete the project and was able to get that date extended from 4/1/2020. That amount is \$1.4 million.*
  - c. FAA projects-

*The north apron project is 90% through design. Staff continues to work with the consultant and anticipates going to bid in February of 2020. The work will dovetail with the COVI work and completed before the fly in 2020.*
  - d. Irrigation on south side update

*The Port is completing installation of irrigation to water both the glider area and the area where tucker and Airport drive interest. The Port must show use of their water right in order to transfer that use to the wetland. When the wetland is installed, there will be lots of new plants that need to establish. In order to provide the consistent water needed to do that, DSL requires that the plants have irrigation until they are established.*
  - e. Solar project proposal

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*The Port is working with the County's energy committee to evaluate the possibility of locating a solar array on the SE corner of airport property, adjacent to copper dam road and down the slope. Committee members brought up concerns that the glare would be extremely dangerous and that should an aircraft crash in the solar array, the outcome would be negative. However, WAAAM is interested in pursuing roof top solar which may be a better location for glare. Further study will need to be done to determine that. A glare study could be completed.*

**To do-** Anne will connect Judy with the energy committee.

### 2. FBO update

*Jeff Renard updated that the FBO fuel sales are down slightly from last year. The new hangars in Dallesport are nearly complete and will house an avionics repair shop. The FBO may be moving to Texas, it was unclear what that means for Hood River. Tie Downs are full.*

*Dave brought up that there are many broken down aircraft on the ramp and in T-hangars. Discussion occurred around what to do about it. Consensus was reached that the Port needs to pursue removing unflyable aircraft. There will be further discussion at the next meeting.*

**To do-** Staff put together proposal/letter to aircraft owners that outlines options for removal of their aircraft. Also, Staff will review T-hangar leases and discuss with the FBO about not allowing rentals of tie downs to craft that are there for more than a specific time. Staff will also review FAA guidance on the matter.

### 3. WAAAM Update

*WAAAM is fundraising for a phased \$5 million addition that will provide a car parking garage, meeting and event space, a deli and more hangar space. Judy stated that cars are the big draw to the museum. Attendance is up from about 40,000 to 50,000 people per year. This doesn't count the robotics events (300 ppl each) and other events that the museum provides for.*

*Margot asked if WAAAM could shield their lights. Judy said they replaced all the bulbs last year to more efficient and less bright bulbs, but a request was made for actual shields that point the light down.*

*WAAAM is working with the college regarding curriculum and potential location for aviation training programs.*

#### a. Fly in

*No more than 500 planes are expected and Judy states that is the limit for the event. They are increasing their RV space and discussion was had on how that would work and where located (east of Jeanette). Crestline has provided a water truck for use during the week*

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*and WAAAM has been watering Port property to keep it green for the event. The FBO will have 2 fuel trucks out. There are two meals on Friday and Saturday that raise money for the High school and the Fire department.*

### 4. Glider Update

*The Club received a grant to complete a strategic plan which they are nearly complete with. The club is growing, and they want to do that correctly. They were able to raise funds for a new glider and are slowly modernizing their fleet. 3 kids have solo'd and 1 has their license. 2 more will be testing for their license shortly. They have enthusiastic new members and 2 new CFI-G's in the Club.*

### 5. Additional items

- a. *Runway lights- The runway lights that are currently installed are too high for the gliders and some of the antique aircraft. These were the proper lights AS SPECIFIED by the FAA, the engineers were not mistaken in installing these. However, they need to be modified to decrease safety hazards.  
To Do - The Port will investigate what kind of lights we can install and how to pay for that as most changes in light style will require new electrical.*
- b. *July 23<sup>rd</sup> and 27<sup>th</sup>- there were two separate incidents of bad language and discourteous behavior in the air and on the runway. The details are somewhat unclear, but there seems to have been a plan in the air whose pilot was angry at the glider club for blocking the runway when they were rolling out. The glider club has been looking into ways to streamline their ground operations and seems to be doing a good job of it. Powered planes just need to have a little patience. The other situation seems to have been tow pilot communication with the ground crew which was not appropriate. The change outs for the gliders seems to take 3-4 minutes and there was consensus that it was not too much time.*
- c. *The annual Capital Improvement Plan update with the FAA happens next week and the Port is confirming the major AIP projects to be done within the next 5 years. Due to the Environmental Assessment, all of our CIP projects are over budget and the Port has to borrow from future years NPE funds (Non primary entitlements= \$150,000/year). The Port would like to submit a project for South side utilities and some t- hangar ramp paving, but otherwise, major projects will be complete when the north ramp is done.*
- d. *Noise complaints- it was decided that the Fly Friendly program needs to be communicated to pilots again. That will be done at the booth at the Fly in, with more brochures at the FBO and in general communications with visiting and based pilots.*
- e. *It was asked that the Port talk with Indian Creek golf course to see if the grass runway can be prepped for the Spring season. Or 2021. It needs some work on the turf.*

**NEXT MEETING, THURSDAY NOVEMBER 21<sup>st</sup> at 3:00 at WAAAM.** (let Anne know if this date doesn't work.)

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# Commission Memo

Prepared by: John Mann  
Date: September 10, 2019  
Re: Bridge Electrical On-Call Contract



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The Port enters into or extends a contract for On-Call Electrical Services related to the bridge and its operations yearly. Gorge Electric has had this contract for 4 years. With the new control system installed earlier this year by Hage Electric of The Dalles as part of the Skew and Drive motor project, staff has determined that a contractor change is needed, and the best contractor for this work would be the contractor that installed the new control system.

This recommendation is in recognition of the added expense that would be required to train another company in the operational design of the bridge. Hage Electric knows and understands the new electrical system already and will help us build lift confidence. They will also help us establish safe repeatability with the new electrical system while overseeing the health of the new electrical system and serving as our on-call electrical contractor. The attached contract describes the scope of services to be provided.

**RECOMMENDATION:** Approve contract with Hage Electric for on-call electrical services on the bridge not to exceed \$20,000.

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Contract For On-Call Bridge Electrical  
Services

This contract is between the Port of Hood River ("Port") and Hage Electric & Construction Services, Inc., an Oregon corporation ("Contractor").

Contractor agrees to perform the Scope of Work described in attached Exhibit A ("work") to Port's satisfaction, to comply with the terms of this Contract, including attached Exhibit A and Exhibit B, and to charge the Port for work at the rates listed in attached Exhibit C. Port agrees to comply with the terms of this Contract, including attached Exhibits, and to pay the rates listed in Exhibit C for Contractor's work.

CONTRACT TERMS:

1. This Contract shall be in effect from the last date each party has signed this Contract through January 31, 2021. Either Contractor or Port may terminate this Contract in the event of a material breach of the Contract by giving written notice to the other party at the address listed below. Port may terminate this Contract for any reason by giving 15 days prior written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done prior to the Contract termination date,
2. All work products which result from this Contract are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
3. Contractor will apply skill and knowledge with care and diligence to perform the work in a professional manner in accordance with standards prevalent in Contractor's trade. Contractor will at all times during the term of the Contract be qualified and duly licensed to perform the work.
4. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated in this Contract.
5. Contractor shall provide and keep in effect during the term of this Contract insurance in accordance with attached Exhibit B and as required by the Jones Act when performing work over water.
6. This Contract may be executed in counterparts, and any separate counterpart when signed by both parties hereto shall constitute a full and original instrument.
7. This Contract shall be governed by the laws of the State of Oregon. Contractor agrees to comply with requirements of ORS 279B, including: ORS 279B.220 (prompt payment for labor and material; payment of all amounts due to Industrial Accident Fund; not permit any lien or claim to be filed against the Port; pay withholding to the Oregon Department of Revenue under ORS 316.167); ORS 279B.230 (promptly pay for medical, surgical and hospital care services for sickness or injury to Contractor employees required by any law, contract or agreement; compliance with ORS 656.017 concerning workers' compensation coverage when working out of state) and ORS 279B.235 (conditions concerning hours of labor and payment of overtime, and providing written notice to employees who work on a public contract of the number of hours per day and days per week that employees may be required to work).
8. Contractor shall comply with all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
9. Any litigation involving this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the illegal or unenforceable provision shall be stricken.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written agreements or oral discussions. Any modification to this Contract must be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port. Each person signing below on behalf of Contractor and the Port warrants they have authority to sign for and bind that party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Hage Electric & Construction Services, Inc.

PORT OF HOOD RIVER

  
\_\_\_\_\_  
MATTHEW GARRETT / OWNER  
Title

9/3/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael S. McElwee  
Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On Call Bridge Electric Services -**

## Exhibit A

## I. SCOPE OF WORK:

1. Location of work- Hood River Interstate Bridge ("bridge")
2. Contractor shall perform work on the bridge in accordance with the terms stated below:
  - i. Contractor will provide routine electrical maintenance and repair of the lift span and lighting systems when requested by the Port.
  - ii. Contractor will be available to support bridge lifts and do electrical work on the bridge at any time with a 12-hour notice and will be available as soon as possible when notified by the Port of a bridge emergency issue.
  - iii. Contractor will not operate the bridge lift span without Port Lift Span staff present.
  - iv. Contractor will only perform work on the bridge when accompanied by a Port employee or Port designated representative.
  - v. Contractor will provide licensed electricians who have been trained to do bridge work when requested by the Port, to do routine or emergency work on the bridge.
  - vi. Contractor will provide the Port with phone and email contact information so the Port can reach Contractor bridge electricians when needed.
  - vii. Contractor will provide the Port with names and contact information of Contractor employees who will do bridge work, stating who to contact first and if not available who to contact.
  - viii. Contractor shall be available for bridge lift support when given a twelve-hour advanced notice, day or night.
  - ix. Contractor will not design any new part or component or modify any existing component or part of any bridge system. Any design, part or component modification shall be specified by the Port's engineer and provided to the Contractor for installation.
  - x. The Contractor shall be involved in all maintenance bridge lifts. These lifts will take place monthly. The Contractor shall be given a two week notice of when these lifts will take place.
  - xi. The Contractor shall perform monthly system inspections. These inspections shall be performed at the same time as scheduled bridge lifts whenever possible. This will allow the Contractor to submit these repairs for approval prior to the repairs taking place.

**3. Guarantee**

After completing any bridge work, Contractor shall guarantee the work for a period of one year from date of final acceptance of the work by the Port. Neither Port payment for work nor any provision in Contract documents shall relieve Contractor of responsibility for poor workmanship, negligence or faulty materials. Upon written notice from the Port Contractor shall promptly remedy any work defects at Contractor's expense during the one year guarantee period.

**4. Inspection of work**

Contractor shall permit and facilitate inspection of work by any representative of the Port at all times. Contractor shall have any work requiring a permit be inspected by an authorized state or municipal inspector, and shall provide the Port with all inspection results.

**5. Protection of workers, property and the public**

Contractor shall take necessary precautions for the safety of all persons at or near the work site, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on or near the location where the work is being performed. Work site safety is the responsibility of the Contractor. When contacted by the Port to do work, Contractor shall request the Port to temporarily halt or re-route bridge traffic to perform work if Contractor deems that to be necessary to protect persons or property. Contractor may wait to perform the work until traffic has been cleared.

Contractor shall at all times work in a way that minimizes adverse effects on the environment. When handling materials Contractor will use its best efforts to assure that no release will occur that may pollute air or water or become hazardous.

In an emergency affecting the safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Port's authorized representative, shall act reasonably to prevent such threatened loss or injury, and shall also so act if instructed by the Port's authorized representative to do so.

## II. DELIVERABLES AND TIMEFRAME:

Contractor shall be scheduled for work by the Port as maintenance and other electrical work is identified by the Port. If Contractor is contacted by the Port to respond to a condition deemed by the Port to be an emergency, Contractor shall respond immediately to do necessary work. Requested work shall be paid as follows:

### CONSIDERATION:

Contract work shall be done on an on-call basis. Contractor shall be paid for labor at rates listed in Exhibit C. Contractor total payment amount shall not exceed \$20,000 without Port approval.

If materials or equipment are provided by Contractor to the Port as part of a work product, the Port shall pay Contractor a reasonable amount for such materials or equipment.

In addition to paying Contractor for work performed, at the outset of the Contract the Port shall pay Contractor \$2,250.00 (see exhibit C) to cover Contractor's annual premium for insurance coverage required by the Jones Act, for over water work. Contractor shall promptly provide the Port with proof that Contractor has Jones Act coverage. Contractor shall keep the Jones Act coverage in effect during the term of this agreement.

## III. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Equipment or materials billed included for a specific task.

Invoices for services will be submitted on a monthly basis.

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

**Intermediate Procurement Contract  
Exhibit B**

**INSURANCE**

**INSURANCE**

**Worker's Compensation:** All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or Subcontractors.

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

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

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

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

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

**Jones Act:** Contractor must be aware of the requirements of the Jones Act, and maintain Jones Act insurance coverage necessary to perform work on or over water at all times during the term of this Contract.

Exhibit C

***Labor Rates***  
***Insurance***  
***Reimbursement***  
**Hage Electric & Construction**  
**Services Inc. Contract**

Emergency Service Call .....	\$200.00
Industrial/Commercial Hourly Rate.....	\$175.00
Annual Jones Act Insurance Premium.....	\$2,250.00



# Commission Memo



Prepared by: Fred Kowell  
Date: September 10, 2019  
Re: PSquare LLC, Task Order 1 Amended

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Task Order 1 is an annual maintenance support contract with PSquare and allows for a constant monitoring of our lanes, hardware, mobile app and back-office support. This maintenance contract is a little different from last year in which it monitors and supports the oversight on the development process that we have with the NIOP (National Interoperability), WRTO (Western Region Interoperability – 6C), Port of Cascade Locks assistance with regard to the migration, and the support to our web portal and mobile application.

This year we have additional hardware (AVC – Automated Vehicle Classification) and (LPR – License Plate Recognition) that allows the Port to identify when a vehicle is passing through our facility that is different than what was established in our back-office system (i.e., log truck full versus empty). This allows the Port to address those vehicles that do not pay and to send a bill within seconds of such a violation. This contract addresses the support for that as well as the necessary diagnostics related to the hardware and the necessary backups to data being transferred real-time. This contract amount is included in our current budget.

**RECOMMENDATION:** Approve Amendment No. 1 to Task Order 1 with PSquare for maintenance and support for the BreezeBy tolling system, not to exceed \$129,680.

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## TASK ORDER 1 – Amendment No 1

### SCOPE OF SERVICES for ELECTRONIC TOLLING SYSTEMS SUPPORT AND MAINTENANCE

August 12, 2019

This Task Order No. 1 – Amendment No. 1 pertains to a **Personal Services Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and P-Square LLC (“**Consultant**”), dated August 12, 2019 (“the Agreement”). Consultant shall extend support Services on the project described below as provided herein as the Agreement for the Period July 1, 2019 to June 30, 2020. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

#### **PART 1.0 PROJECT DESCRIPTION & PURPOSE**

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability of acquiring legacy consulting assistance. The new system hardware and software is similar in functionality to what as in operation before. However, the Port has identified functions and features, such as a transition to multi-protocol sticker-style transponders, a violation processing system, a web portal, and a more robust customer service application that will be beneficial to our public.

The Port has procured P-Square Solutions LLC Services and has completed the migration to a new platform that will require ongoing system support for the lanes, loops, controllers, back office, web portal, and some development of the new systems. This contract will provide professional services support for the new system and related enhancements that will be beneficial for future development efforts. This agreement relates to the system application support that is warranted and continues to be an ongoing benefit to the Port. This agreement gives the Port continued access to specialized expertise for quality control over the project management, business rules development and support of our major system application.

#### **PART 2.0 SCOPE OF SERVICES**

##### **Task 1: Tolling Systems Upgrade Support**

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

- Continued support of existing functionality of equipment and back-office systems.
- Continued development of existing back office system to allow more efficient operation of tolling activities.
- Continued support to the AVC functionality and operations as well as the interface with the back-office system.
- Continued support to Web Portal and Mobile App and its interfaces.
- Continued assistance in the development of business rules that relate to best business practices and allows a more efficient and effective transition to the next phase of implementation.

- Advise the Port on all tolling technology enhancements and compatibility issues that arise due to federal, state or regional technical standards. Participate on behalf of the Port in WRTO and NIOP interoperability discussions.
- Continued trouble shooting of issues that arise due to known and unknown events such as power failures, user errors, and software updates.

### **Assumptions**

The following assumptions are made:

- All deliverables shall be electronic in MS Word and/or PDF format.
- Consultant's tolling staff will communicate with Port staff in monthly meetings via a phone conference and the internet.
- Electronic copies or hard copies of Tolling Systems Vendor submissions shall be made available by Port.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed amount of the contract, with the exception travel and related costs when required by Port staff.
- Any Feature enhancements, business rules changes, operational efficiency improvements in existing back office system and tolling technology implementation changes which are outside the scope of work and capabilities of the existing system would be performed as task order on a level of efforts estimates and approvals from Port.

### **Deliverables**

The following items shall be delivered to the Port:

- Summary notes for key correspondence with tolling vendor(s) in e-mail format
- Written deliverables in electronic format as requested

## **Task 2: Project Management & Administration**

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

- Provide monthly billings of services performed during the month as well as progress reports of issues that relate to the existing tolling system and enhancements of that system. Schedule updates shall be provided with month progress reports;
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;
- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

### **Deliverables**

The following items shall be delivered to the Port:

- Invoices and progress reports
- Conference/meetings as necessary

**PART 3.0 PORT’S RESPONSIBILITIES:**

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

**PART 4.0 PERIODS OF SERVICE:**

This contract is for the period starting July 1 2019 and ending June 30, 2020. Notice to proceed to Consultant is assumed to be not later than July 1, 2019.

**PART 5.0 PAYMENTS TO CONSULTANT:**

The total professional service fees for labor for this Task Order No. 1 shall be a not-to-exceed amount of \$129,680. This will be billed on a monthly basis to the agency. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

<b>SYSTEM MAINTENANCE (Jul 1, 2019 – Jun 30, 2020)</b>	<b>2019-2020</b>
BOS/Lane Software Maintenance (FY2020)	\$ 88,500
Customer Portal /Mobile App Software Maintenance (Breezeby)	\$ 6,180
Tolling System Consulting – System Security enhancements, SOW Development, NIOP, WRTO Participation, MOU assistance for POCL integration	\$ 35,000
<b>System Maintenance Amount Year 2019 -2020</b>	<b>\$129,680</b>

**PART 6.0 OTHER:**

None

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PORT OF HOOD RIVER  
 “Port”  
  
 BY: \_\_\_\_\_  
  
 NAME: Michael McElwee  
 TITLE: Executive Director  
 ADDRESS: 1000 E. Port Marina Drive  
 Hood River, OR 97031

P SQUARE SOLUTIONS LLC.  
 “Consultant”  
  
 BY: \_\_\_\_\_  
  
 NAME: Reddy Patlolla  
 TITLE: President  
 ADDRESS: 307 Fellowship Road,  
 Suite 104  
 Mount Laurel, NJ 08054

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# Commission Memo



Prepared by: Anne Medenbach  
Date: September 10, 2019  
Re: Lower Mill Access Road Paving

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The Port issued a solicitation for quotes for the paving of the Lower Mill Access road on September 3<sup>rd</sup>. As this is a quote process and the road was part of a recently bid and cancelled project, the quote timeline was very short. The solicitation was issued with a revised engineer's cost estimate (attached). The Solicitation is also attached with the sample contract.

This is a public improvement contract under \$100,000, hence the different contract template and process. Per the rules, the contract may go over the \$100,000 by 10% and still be considered a small contract. Quotes are due September 10 at 2:00 p.m. Staff will present the details of the quotes received during the meeting and a recommended action.

**RECOMMENDATION:** Information.

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## Port of Hood River

# Solicitation for Paving of the Lower Mill Access Road

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**Issued:** September 3, 2019  
**Closing Date:** September 10, 2019

### **Project Summary:**

The Port of Hood River is requesting quotes for the installation of base rock, leveling course and geotextile for a road base and the paving of said road.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the work described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The single contact point for questions regarding the Solicitation, Forms, Specifications, change, clarification, the award process, and/or any other issues that may arise, is Anne Medenbach at (541) 386-1138, fax (541) 386-1395 and email [amedenbach@portofhoodriver.com](mailto:amedenbach@portofhoodriver.com).

### **Pre-Quote Walk Through**

A walk through was held for this work and additional grading work on August 15. The scope of the road work has not changed since that walk through and bid process. However, due to budget constraints only the road work can be done and the grading will be rebid in the future.

### **Submittal Process**

The Closing date on which Quotes are due is **2:00 PM on Tuesday September 10, 2019** at the Port office or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031. All quotes must include the completed Quote Form and Quote Sheet. Quotes will not be received after 2:00 PM on Tuesday, September 10, 2019. Quotes will be reviewed by Port staff. The full solicitation can be downloaded on the project website located at [www.portofhoodriver.com/projects/rfp-bid-center/](http://www.portofhoodriver.com/projects/rfp-bid-center/)

The Port of Hood River reserves the right to 1) reject any or all proposals not in compliance with procedures and written instructions if it is in the best interest of the public to do so, 2) seek clarifications of each response, 3) waive informalities in the proposals, 4) choose different proposers for each task, 5) modify the project to fit within budgeted amounts, and 6) negotiate a final contract that is in the best interest of the Port.

### **Solicitation Laws and Rules**

This solicitation and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The solicitation and resulting Contract may be subject to other laws and rules. This is a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

### **Site Examination**

The bidder shall visit the sites and fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

The bidder acknowledges that he/she is satisfied as to the nature and location of the work, the various street surface conditions to be encountered and the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, surface water, storm drainage system, access of the site and coordination with the Port.

### **Award**

The contract will be awarded by competitive quotes to the contractor whose quote will best serve the interests of the Port of Hood River. Price, experience, availability, proposal for how to accomplish the work and contractor capacity will be taken into account in the evaluation process. All respondents will be notified of the award within 10 calendar days (September 20, 2019) of the Closing date. Work will be scheduled once all contract documents have been executed.

**Information to be submitted by successful contractor**

The successful Contractor shall provide all of the following required documents to the Port of Hood River within ten (10) calendar days of notification of the Intent-to-Award. Failure to present the required documents within ten (10) calendar days may result in rejection.

Respondents are encouraged to consult their insurance agent about the insurance requirements prior to Quote submission.

**1. Insurance:** Contractors will be required to provide proof of commercial general liability and automobile liability insurance in the amount of \$1,000,000.00, and proof of Workers Compensation coverage. The certificate shall be issued in the name of the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. The Port of Hood River, and its commissioners, employees, contractors and agents shall be named as additional insured.

**2. Bonds:**

a. Public Works Bond: Pursuant to ORS 279C.836 before starting work on the contract or subcontract for public works projects with a contract price that exceeds \$50,000, the contractor or subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in this state in the amount of \$30,000.

b. Performance Bond: Contractor shall, within ten days after award of the contract and prior to doing any work under this contract, furnish the Port, in a form and with a surety satisfactory to the Port:

1. . A performance bond in an amount equal to the full contract price conditioned upon the faithful performance of this contract upon the part of the Contractor in accordance with the specifications, and conditions of this contract, and also complying with the provisions of Oregon Revised Statute 279C.380 and any other laws of the State of Oregon relating to faithful performance bonds for construction of public works.

2. Pursuant to ORS 279C.836, a payment bond in an amount equal to the full contract price, solely for the protection of claimant under ORS 279C.600.

**Base Quote:** Contractors shall acknowledge that estimated quantities are not guaranteed and shall be based on the actual amounts to complete the work as outlined.

**Time and Completion:** The Bidder must agree to commence work on or before a date to be specified in a written “Notice to Proceed” from the Port, and to fully complete the project by November 1, 2019. The contractor must also agree to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until all construction is complete. Exceptions will be granted for foul weather days, which have been documented by Anne Medenbach, to prevent work.

The contact person and project manager for this contract will be Anne Medenbach, Port Development/Property Manager. Questions may be directed to Mrs. Medenbach at 541-386-5116. Once contracts are awarded, the Port’s owner’s representative will be the Port Maintenance Supervisor (contact information to be distributed with contract).

#### **Exhibits List**

Exhibit A – Statement of Work

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- Sample Contract

Exhibit F- Engineers Estimate

Exhibit G- Quote Sheet

Exhibit H- Plans and Specifications

**EXHIBIT A**

**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

**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:**

**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](mailto:porthr@gorge.net)

If faxed to: (541) 386-1395

**PORT SHALL MAKE PAYMENT TO:**

**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.

EXHIBIT C

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

**CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR**

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

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

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

\_\_\_\_\_  
 Signature Title Date

OR

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

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

- 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
- 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
- Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
- 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 telephoning.
- 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

Exhibit D

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



**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT**

between  
**PORT OF HOOD RIVER, OREGON**  
 and  
 Contractor

**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 (“Contractor”). The parties agree as follows:

**Project Title:**

**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:**

**Contact Person:**

**Address:**

**City, State, ZIP:**

**Business Telephone:**

**Fax:**

**Email:**

**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:
  - b. Anticipated Final Completion Date:
  - c. “Work Time in Calendar 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 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 manuals. Contractor shall install all products per the manufacture's specifications.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

**I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO 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.

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**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 I

**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](http://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](http://www.oregon.gov/boli). The applicable federal prevailing wage rates can be found online at [www.wdol.gov](http://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](http://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.

Exhibit K

**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.





**PORT OF HOOD RIVER  
 BID SHEET - Lower Hanel Mill Access Road Improvements**

**Exhibit F- Engineers Estimate**

Bid Number	Specification	Item Description	Unit	Quantity	Unit Cost	Bid Item Total
19-025-1	00210	<b>Mobilization</b>				<b>\$ 5,000.00</b>
19-025-1.1	00210	Contractor Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
19-025-2	00280	<b>Erosion Control</b>				<b>\$ 4,250.00</b>
19-025-2.1	00280.16	Furnish and Place Silt Fence	LF	500	\$ 4.00	\$ 2,000.00
19-025-2.2	00280.16	Furnish and Place Strawbale Barrier	EACH	5	\$ 150.00	\$ 750.00
19-025-2.3	00280.16	Furnish and Place Construction Entrance	EACH	1	\$ 1,500.00	\$ 1,500.00
19-025-3	00305	<b>Surveying and Testing</b>				<b>\$ 3,500.00</b>
19-025-3.1	00305	Construction Surveys	EACH	1,000	\$ 2.00	\$ 2,000.00
		Density/Testing to Subgrade, Aggregate and Asphalt paving		3	\$ 500.00	\$ 1,500.00
19-025-4.7	00330	<b>Roadway Construction</b>				<b>\$ 65,070.00</b>
19-025-5	00610	Scarification and Excavation of Existing Roadway	SY	1,761	\$ 1.50	\$ 2,641.50
19-025-5.1	00350	Furnish and Place - Geotextile	SF	16,900	\$ 0.30	\$ 5,070.00
19-025-5.2	00641	Furnish and Place- 4"-1.5" Minus Base Rock	CY	200	\$ 48.00	\$ 9,600.00
19-025-5.3	00641	Furnish and Place- 2"-3/4" Levelling Coarse Rock	CY	100	\$ 48.00	\$ 4,800.00
19-025-5.4	00744	Furnish and Place- 3" HMAc	TON	304	\$ 150.00	\$ 45,600.00
19-025-5.5	00867	Furnish and Place- Stop Bar	EACH	1	\$ 200.00	\$ 200.00
19-025-5.5	00940	Furnish and Place- Stop Sign	EACH	1	\$ 300.00	\$ 300.00
19-025-6		<b>Stormwater</b>				<b>\$ 10,200.00</b>
19-025-6.1	00415	Furnish and Place Ditch Inlet, Type D	Each	1	\$ 3,000.00	\$ 3,000.00
19-025-6.2	00445	Furnish and Place MP 12" Storm Drainage Pipe	LF	120	\$ 60.00	\$ 7,200.00
19-025-4.6	00330, 00370	Construct Finish Grade on Drainage Ditch	LF	425	\$ 2.50	\$ 1,062.50
19-025-7		<b>Sanitary Sewer</b>				<b>\$ 1,000.00</b>
19-025-7.1	00415	Extend Sanitary Cleanout	LS	2	\$ 500.00	\$ 1,000.00

Subtotal	\$	89,020.00
10% Contingency	\$	8,902.00
<b>Total</b>	<b>\$</b>	<b>97,922.00</b>

**Exhibit G- Quote Sheet**

<b>Bid Number</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Bid Item Total</b>
<b>19-025-1</b>	<b>Mobilization</b>	<b>Subtotal</b>			<b>\$ -</b>
<b>19-025-1.1</b>	Contractor Mobilization	LS	1		\$ -
<b>19-025-2</b>	<b>Erosion Control</b>	<b>Subtotal</b>			<b>\$ -</b>
<b>19-025-2.1</b>	Furnish and Place Silt Fence	LF	500		\$ -
<b>19-025-2.2</b>	Furnish and Place Strawbale Barrier	EACH	5		\$ -
<b>19-025-2.3</b>	Furnish and Place Construction Entrance	EACH	1		\$ -
<b>19-025-3</b>	<b>Surveying and Testing</b>	<b>Subtotal</b>			<b>\$ -</b>
<b>19-025-3.1</b>	Construction Surveys	EACH	1,000		\$ -
	Density Testing to Subgrade, Aggregate and Asphalt paving		3		\$ -
<b>19-025-4.7</b>	<b>Roadway Construction</b>	<b>Subtotal</b>			<b>\$ -</b>
<b>19-025-5</b>	Scarification and Excavation of Existing Roadway	SY	1,761		\$ -
<b>19-025-5.1</b>	Furnish and Place - Geotextile	SF	16,900		\$ -
<b>19-025-5.2</b>	Furnish and Place- 4"-1.5" Minus Base Rock	CY	200		\$ -
<b>19-025-5.3</b>	Furnish and Place- 2"-3/4" Levelling Coarse Rock	CY	100		\$ -
<b>19-025-5.4</b>	Furnish and Place- 3" HMAc	TON	304		\$ -
<b>19-025-5.5</b>	Furnish and Place- Stop Bar	EACH	1		\$ -
<b>19-025-5.5</b>	Furnish and Place- Stop Sign	EACH	1		\$ -
<b>19-025-6</b>	<b>Stormwater</b>	<b>Subtotal</b>			<b>\$ -</b>
<b>19-025-6.1</b>	Furnish and Place Ditch Inlet, Type D	Each	1		\$ -
<b>19-025-6.2</b>	Furnish and Place MP 12" Storm Drainage Pipe	LF	120		\$ -
<b>19-025-4.6</b>	Construct Finish Grade on Drainage Ditch	LF	425		\$ -
<b>19-025-7</b>	<b>Sanitary Sewer</b>	<b>Subtotal</b>			<b>\$ -</b>
<b>19-025-7.1</b>	Extend Sanitary Cleanout	LS	2		\$ -
				<b>Total</b>	

**Exhibit H- Plans and Specifications**

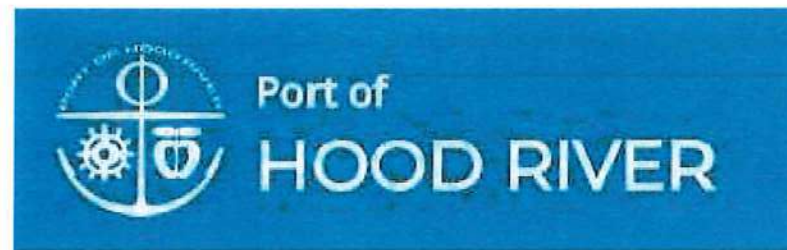
**Attached separately**

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# PROPOSED ACCESS ROAD IMPROVEMENTS LOWER HANEL MILL

TAX LOT 1017, NW 1/4  
SECTION 25, TOWNSHIP 2 NORTH, RANGE 10 EAST, W.M.,  
HOOD RIVER COUNTY, OREGON

FOR



1000 E PORT MARINA DRIVE  
HOOD RIVER, OREGON 97031

BY



489 N 8TH STREET - SUITE 201  
HOOD RIVER, OREGON 97031



SEPTEMBER 2019

REVISIONS:



**SITE MAP**  
NOT TO SCALE

DRAWING NUMBER	TITLE AND DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	EROSION AND SEDIMENT CONTROL
4	PLAN AND PROFILE
5	STANDARD DETAILS

APPROVED:

CARLOS GARRIDO, C.E. - PROJECT MANAGER 9/03/2019  
DATE

JAMES JONES, P.E. - ENGINEER OF RECORD 9/03/2019  
DATE



ISSUED FOR REVIEW

1:WELL HOOD RIVER/PORT OF HOOD RIVER/015 - 19-025 POHR LOWER HANEL MILL ACCESS ROAD IMP 2019AUTOCADV19-025 POHR LOWER HANEL MILL ACCESS ROAD - 02 GENERAL NOTES (1).DWG PLOTTED: 9/9/2019 4:42 PM ON ANSI FULL BLED D (34.00 X 22.00 INCHES)

GENERAL NOTES:

- 1. CONTRACTOR SHALL PROCURE AND CONFORM TO ALL CONSTRUCTION PERMITS REQUIRED BY THE PORT... OWNER TO PAY ALL PROJECT PERMIT COSTS...
2. CONTRACTOR TO PAY ALL PROJECT UTILITY TAPPING, TV, AND CHLORINATION COSTS...
3. CONTRACTOR SHALL PROVIDE ALL BONDS AND INSURANCE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION...
4. ALL MATERIALS AND WORKMANSHIP FOR FACILITIES IN STREET RIGHT-OF-WAY OR EASEMENTS SHALL CONFORM TO APPROVING AGENCIES' CONSTRUCTION SPECIFICATIONS...

EXISTING UTILITIES & FACILITIES:

- 1. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREON HE WILL RECORD ANY APPROVED DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS...
2. UPON COMPLETION OF CONSTRUCTION OF ALL NEW FACILITIES, CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT DRAWINGS TO THE ENGINEER FOR USE IN THE PREPARATION OF AS-BUILT DRAWINGS FOR SUBMITTAL TO THE PORT AND OWNER...

GRADING, PAVING, & DRAINAGE:

- 1. UNLESS OTHERWISE NOTED, ALL GRADING, ROCKING, AND PAVING SHALL CONFORM TO APWA STANDARD SPECIFICATIONS, CURRENT EDITION.
2. THE CONTRACTOR SHALL CLEAR AND GRUB WITHIN WORK LIMITS ALL SURFACE VEGETATION, TREES, STUMPS, BRUSH, ETC. STRIP WORK LIMITS, REMOVING ALL ORGANIC MATTER THAT CANNOT BE COMPACTED INTO A STABLE MASS...
3. IMMEDIATELY FOLLOWING STRIPPING OPERATIONS, THE CONTRACTOR SHALL COMPACT SUBGRADE TO 95% WITHIN THE PUBLIC RIGHT-OF-WAY (90% IN OTHER AREAS) OF THE MAXIMUM DRY DENSITY PER AASHTO T-99 TEST METHOD...

STORM DRAINAGE SYSTEM:

- 1. STORM DRAINAGE PIPING MATERIALS SHALL CONFORM TO THE CONSTRUCTION DRAWINGS AND COUNTY REQUIREMENTS. UNLESS OTHERWISE NOTED OR SHOWN ON THE DRAWINGS, STORM DRAINAGE PIPING MATERIALS WITH WATERTIGHT JOINTS SHALL CONFORM TO TABLE 2. CONTRACTOR SHALL USE UNIFORM PIPE MATERIAL ON EACH PIPE RIM BETWEEN STRUCTURES UNLESS OTHERWISE DIRECTED OR APPROVED...
2. UNLESS OTHERWISE SPECIFIED, STORM DRAINAGE PIPE SHALL BE PVC IN CONFORMANCE WITH ASTM D3034, SDR 35. MINIMUM STIFFNESS SHALL BE 46 PSI PER ASTM D-2412 AND JOINT TYPE SHALL BE ELASTOMERIC GASKET CONFORMING TO ASTM D-3212...

TABLE 1: REQUIRED TESTING & TESTING FREQUENCY. CONTRACTOR RESPONSIBLE FOR PAYMENT FOR ALL TESTING. CONTRACTOR RESPONSIBLE FOR SCHEDULING OF ALL TESTING. MATERIAL, REQUIRED TESTING, TESTING FREQUENCY. Includes rows for SUBGRADE, ASPHALT PAVEMENT, ALL PIPED UTILITIES (WATER, SANITARY SEWER, STORM DRAINAGE), WATER PIPE, SANITARY SEWER PIPED UTILITIES, and STORM DRAINAGE PIPED UTILITIES.

TESTING & INSPECTION:

- 1. THE CONTRACTOR SHALL ENSURE THAT ALL REQUIRED OR NECESSARY INSPECTIONS ARE COMPLETED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO PROCEEDING WITH SUBSEQUENT WORK, WHICH COVERS OR THAT IS DEPENDENT ON THE WORK TO BE INSPECTED...
2. UNLESS OTHERWISE SPECIFIED, TABLE 1 OUTLINES THE REQUIRED MINIMUM TESTING SCHEDULE FOR THE PROJECT. THIS TESTING SCHEDULE IS NOT COMPLETE, AND DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF OBTAINING ALL NECESSARY INSPECTIONS FOR ALL WORK PERFORMED...

PRIVATE UTILITIES:

- 1. UNLESS OTHERWISE SHOWN ON THE DRAWINGS OR APPROVED BY JURISDICTION HAVING AUTHORITY, ALL NEW PRIVATE UTILITIES (POWER, CABLE TV, AND GAS) SHALL BE INSTALLED UNDERGROUND. INSTALLATION OF PRIVATE UTILITIES IN A COMMON TRENCH WITH WATER, SANITARY SEWER, OR STORM DRAINAGE PIPING IS PROHIBITED.
2. CONTRACTOR SHALL COORDINATE WITH POWER, TELEPHONE, AND CABLE TV COMPANIES FOR LOCATION OF VAULTS, PEDESTALS, ETC. ALL ABOVE GRADE FACILITIES SHALL BE PLACED IN A LOCATION OUTSIDE THE PROPOSED SIDEWALK LOCATION.

TABLE 2: SPECIFICATIONS FOR STORM DRAINAGE & SANITARY SEWER PIPING. COVER DEPTH TO PIPE INVERT, SPECIFICATIONS FOR PIPING 8 INCHES TO 48 INCHES IN DIAMETER. Includes rows for LESS THAN 2 FEET OF COVER, 2 TO 2.5 FEET OF COVER, and 2.5 FEET OR MORE OF COVER.

FIATK ENGINEERING & FIELD SERVICES. 489 N 8TH STREET - SUITE 201 HOOD RIVER, OREGON 97031 (541) 386-6480. PROJECT NO. 19-025

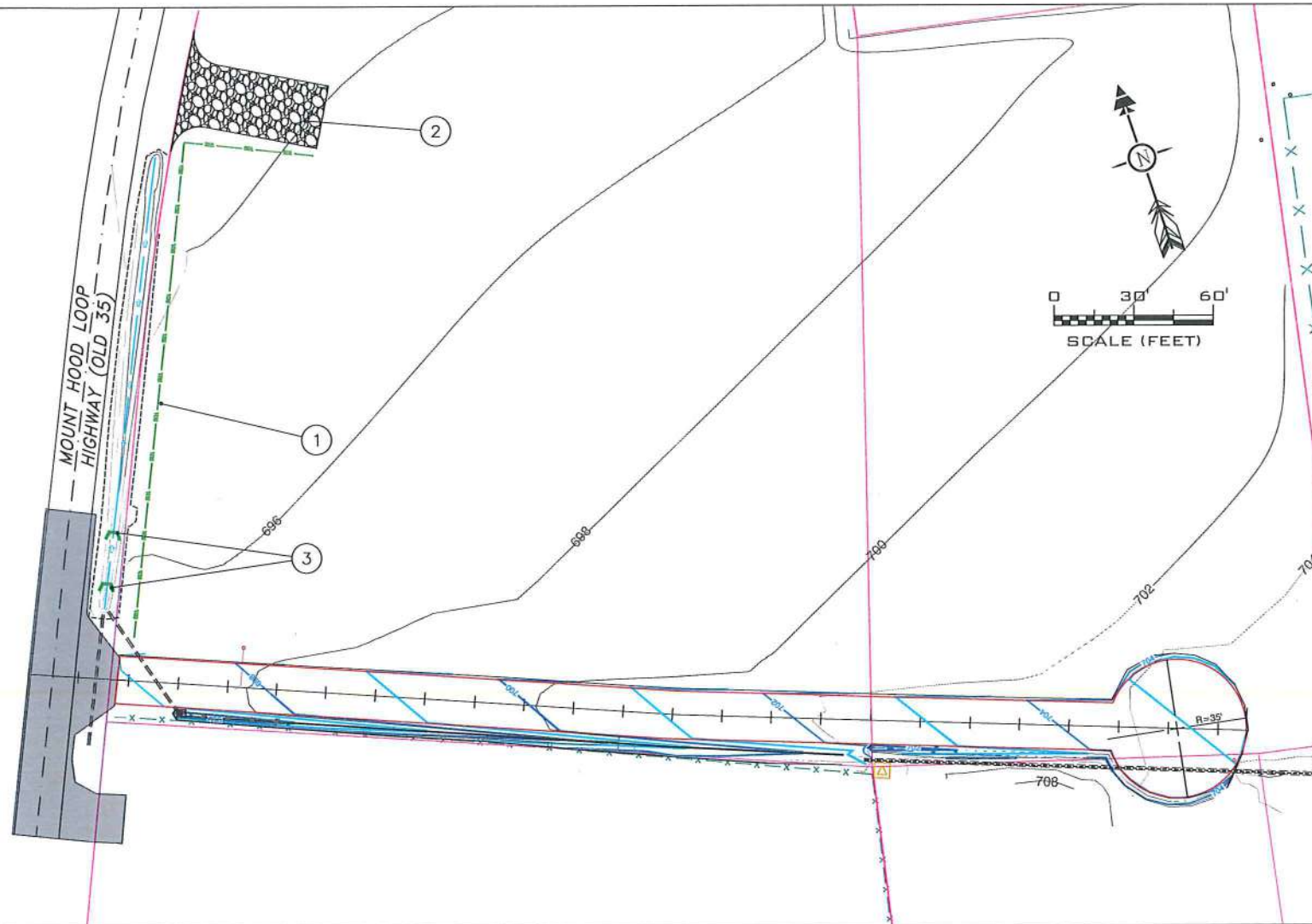
REVISION TABLE with columns: REV, DATE, DESCRIPTION, DES, DRN, APP. Includes rows for revisions 1 through 11.

DATE: 9/03/19. REGISTERED PROFESSIONAL ENGINEER. 9069 PIPE. THOMAS THOMAS JONES. EXPIRES 06/30/2021.

LOWER HANEL MILL - ACCESS ROAD IMPROVEMENT. PORT OF HOOD RIVER. 1000 E. PORT MARINA DRIVE. HOOD RIVER, OREGON 97031. GENERAL NOTES.

DRAWING NO. C2 OF 5

I:\ELL HOOD RIVER\PORT OF HOOD RIVER\015 - 19-025 POHR LOWER HANEL MILL ACCESS RD IMP 2019\AUTOCAD\19-025 POHR LOWER HANEL MILL ACCESS ROAD - 09 EROSION AND SEDIMENT CONTROL.DWG PLOTTED: 9/3/2019 4:45 PM ON ANSI FULL BLEED D (34.00 X 22



**EROSION CONTROL NOTES:**

- CONTRACTORS AND BUILDERS SHALL KEEP CUTTING AND CLEARING TO A MINIMUM AND WITHIN THE PHASE UNDER CONSTRUCTION. EVERY EFFORT SHOULD BE MADE TO DISTURB AS LITTLE EXISTING VEGETATION AS POSSIBLE, AND TO REESTABLISH GOOD GROUND COVER AS SOON AS POSSIBLE AFTER GRADING.
- SEEDING OF DISTURBED AREAS, SUCH AS CUTS, FILLS, AND STORAGE AREAS SHALL BE DONE AS SOON AS POSSIBLE AFTER USE OF THE AREA IS CONCLUDED, OR CONSTRUCTION IS FAR ENOUGH ALONG THAT THE AREA WILL NOT BE DISTURBED.
- IF AN AREA IS NOT, OR CANNOT BE SEEDDED ADEQUATELY TO PROTECT IT FROM EROSION, THEN IT SHALL BE PROTECTED BY COVERING WITH SOME PROTECTIVE MATERIAL, SUCH AS MULCH, STRAW, TARPS, PLASTIC AND CHIPPED BRUSH.
- SILT FABRIC SHALL BE PLACED OVER THE CATCH BASIN INLETS SO THAT NO SEDIMENT WILL ACCUMULATE IN THE CATCH BASINS. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSIDE.
- WHERE SEEDING FOR TEMPORARY EROSION CONTROL IS REQUIRED, FAST GERMINATING GRASSES SHALL BE APPLIED AT AN APPROPRIATE RATE (E.G. ANNUAL OR PERENNIAL RYE APPLIED AT APPROXIMATELY 80 POUNDS PER ACRE). SEEDING OF CLEARED AREAS SHALL BE ACCOMPLISHED WITHIN SEVEN DAYS UNLESS OTHERWISE STABILIZED. TEMPORARY IRRIGATION MAY BE REQUIRED TO ESTABLISH AND MAINTAIN VEGETATION. ALL DISTURBED AREAS SHALL BE SEEDDED.
- THE CONTRACTOR SHALL INSPECT ROADS DAILY AND CLEAN AS NEEDED SO THAT NO SEDIMENT IS WASHED OR CARRIED OFF-SITE.
- APPROVAL OF THIS EROSION/SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.)
- THE IMPLEMENTATION OF THESE ESC PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED, AND VEGETATION/LANDSCAPING IS ESTABLISHED.
- THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
- THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
- THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
- THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 24 HOURS FOLLOWING A STORM EVENT.
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
- WATER WILL BE USED AS NEEDED FOR DUST CONTROL DURING CONSTRUCTION ACTIVITIES.

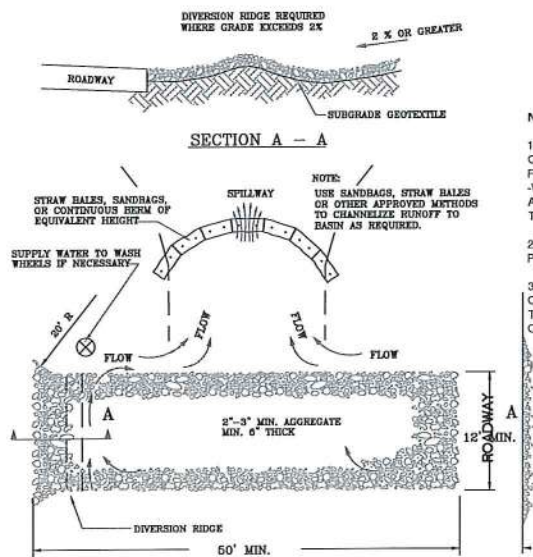
**NOTES FOR SEDIMENT FENCES:**

- THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST, OR OVERLAP 2x 2" POSTS AND ATTACHED AS SHOWN ON DETAIL.
- THE FILTER FABRIC FENCE SHALL BE INSTALLED TO FOLLOW THE CONTOURS WHERE FEASIBLE. THE FENCE POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 18 INCHES.
- THE FILTER FABRIC SHALL HAVE A MINIMUM VERTICAL BURIAL OF 6 INCHES. ALL EXCAVATED MATERIAL FROM FILTER FABRIC FENCE INSTALLATION SHALL BE BACKFILLED AND COMPACTED ALONG THE ENTIRE DISTURBED AREA.
- STANDARD OR HEAVY DUTY FILTER FABRIC FENCE SHALL HAVE MANUFACTURED STITCHED LOOPS FOR 2' x 2" POST INSTALLATION. STITCHED LOOPS SHALL BE INSTALLED ON THE UPHILL SIDE OF THE SLOPED AREA.
- FILTER FABRIC FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY PROTECTED AND STABILIZED.
- FILTER FABRIC FENCES SHALL BE INSPECTED BY APPLICANT/CONTRACTOR IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

**EROSION & SEDIMENT CONTROL NOTES:**

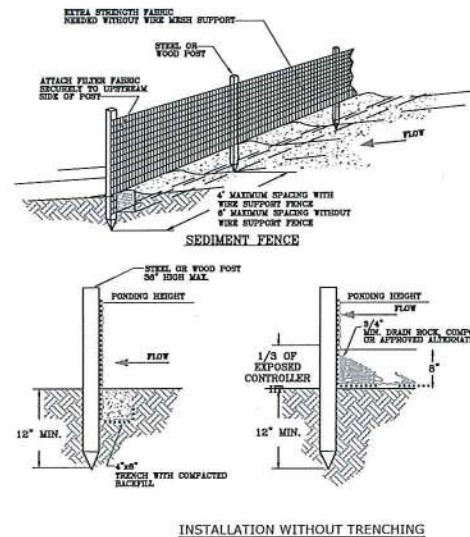
- ① INSTALL 350 LF OF SILT FENCE
- ② INSTALL GRAVEL CONSTRUCTION ENTRANCE
- ③ INSTALL STRAWBALE BARRIER

**GRAVEL CONSTRUCTION ENTRANCE DETAIL:**



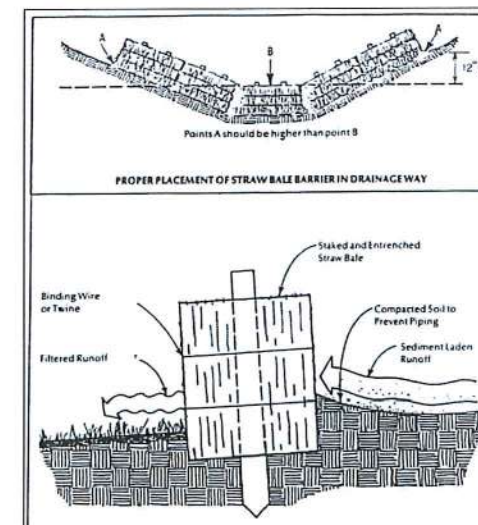
- NOTES:**
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

**SILT FENCE STANDARD DETAIL:**



- NOTES:**
- SEDIMENT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
  - INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN IT EXCEEDS 1/3 THE EXPOSED HEIGHT OF CONTROLLER STORAGE DEPTH.
  - REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT RUN-OFF AND CAN BE PERMANENTLY STABILIZED.

**STRAWBALE BARRIER STANDARD DETAIL:**



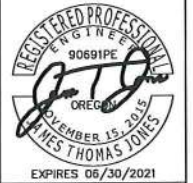
- NOTES:**
- STRAWBALE BARRIER SHALL FULLY ENCLOSE CULVERT OPENING.
  - INSPECT AND REPAIR BARRIER AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN IT EXCEEDS 1/3 THE EXPOSED HEIGHT OF CONTROLLER STORAGE DEPTH.
  - REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT RUN-OFF AND CAN BE PERMANENTLY STABILIZED.

**HMK ENGINEERING & FIELD SERVICES**  
 489 N 8TH STREET - SUITE 201  
 HOOD RIVER, OREGON 97031  
 (541) 386-6480

PROJECT NO. 19-025

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DATE: 9/03/19



LOWER HANEL MILL - ACCESS ROAD IMPROVEMENT  
 PORT OF HOOD RIVER  
 1000 E. PORT MARINA DRIVE  
 HOOD RIVER, OREGON 97031

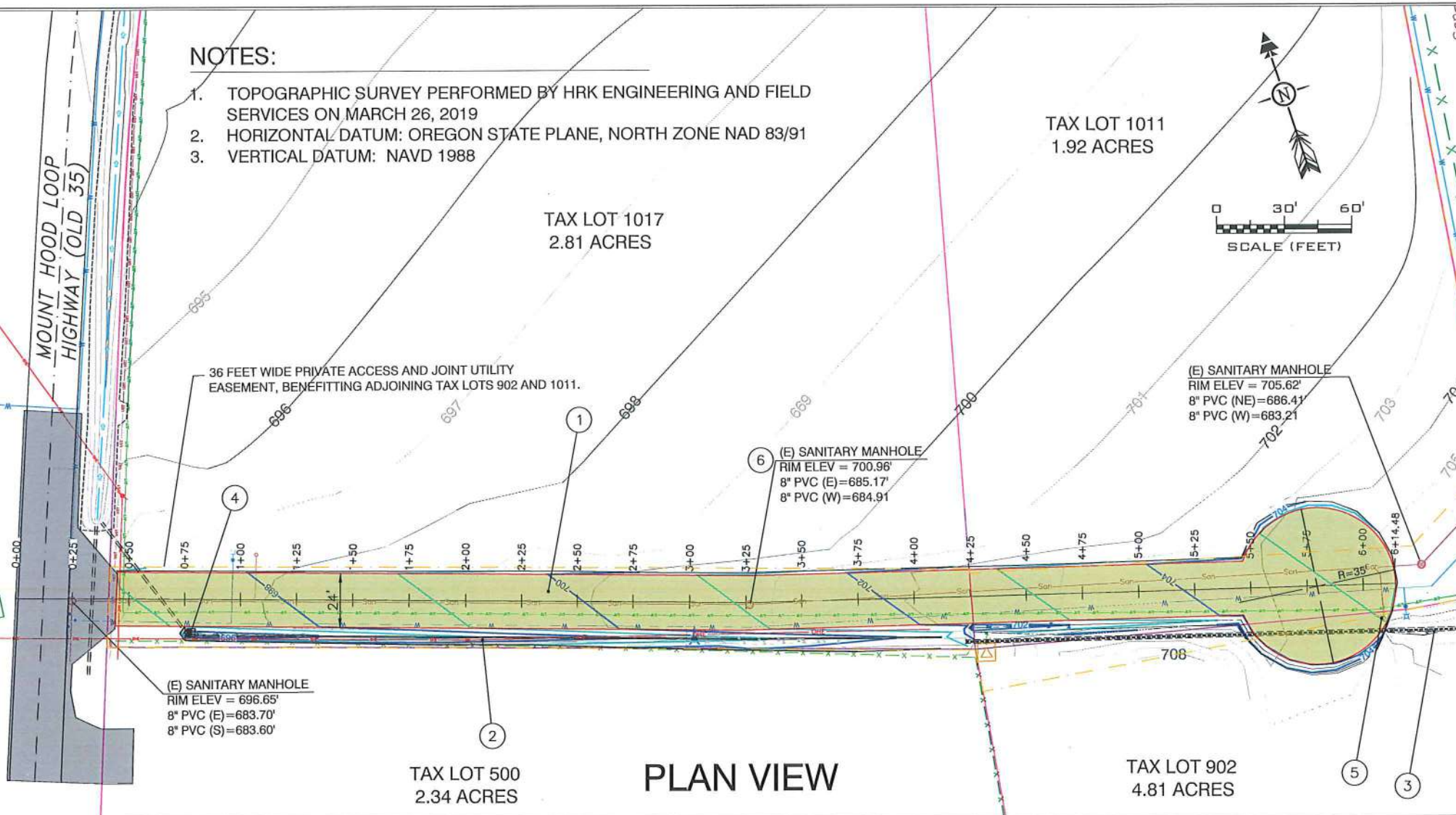
EROSION AND SEDIMENT CONTROL

DRAWING NO. **C3**

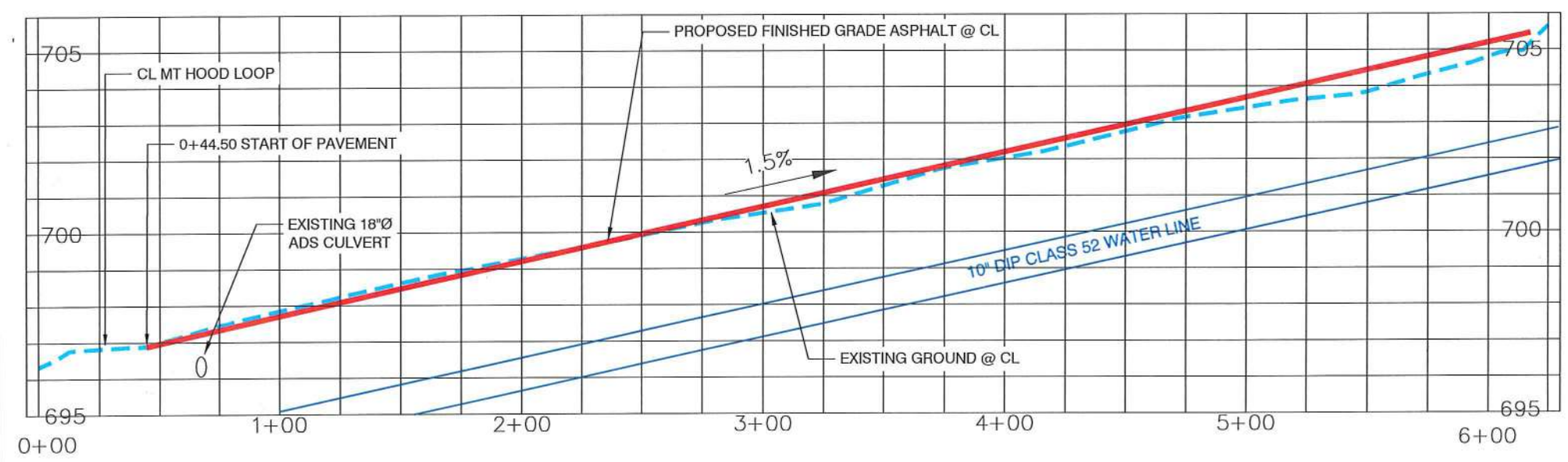
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**NOTES:**

1. TOPOGRAPHIC SURVEY PERFORMED BY HRK ENGINEERING AND FIELD SERVICES ON MARCH 26, 2019
2. HORIZONTAL DATUM: OREGON STATE PLANE, NORTH ZONE NAD 83/91
3. VERTICAL DATUM: NAVD 1988



**PLAN VIEW**



**PROFILE**

**LEGEND:**

- EXISTING STORM SEWER
- EXISTING SANITARY MANHOLE
- PROPOSED DITCH INLET
- EXISTING CONTOUR LINE
- PROPOSED INDEX CONTOUR LINE
- PROPOSED CONTOUR LINE
- EXISTING FENCE LINE
- PROPERTY LINE
- EXISTING WATER LINE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED UNDERGROUND POWER
- EXISTING ELECTRIC VAULT

**HATCH LEGEND:**

- EXISTING ASPHALT
- PROPOSED ASPHALT

NOTE: ALL OTHERS AS NOTED ON PLAN

**CONSTRUCTION NOTES:**

1. PROPOSED ACCESS ROAD. (SEE ROAD SECTIONS ON SHEET C5)  
 (16,900 SF OF HOT MIX ASPHALT CONCRETE, LEVEL 2, 1/2" DENSE WEARING COURSE (PG 64-22).  
 GEO6108 WOVEN GEO-TEXTILE = 16,900 SF  
 4"- 1 1/2" MINUS BASE ROCK = 200 CY  
 2"- 3/4" MINUS LEVELING COARSE = 100 CY  
 3" HMAC = 304 TONS  
  
 SUBGRADE EARTHWORK:  
 CUT = 350 CY  
 FILL = 0.0 CY
2. CONTRACTOR TO RE-SHAPE EXISTING ROAD DITCH ACCORDING TO ROAD SECTION SHOWN ON SHEET C5.
3. CONTRACTOR TO VERIFY LENGTH AND REMOVE (APPROX.) 120 LF OF EXISTING 18" Ø CMP CULVERT PIPE; AND REPLACE WITH ADS N-12 HDPE CULVERT PIPE. SET CULVERT PIPE @ 1% MIN SLOPE AND 2 FEET OF MIN COVER.
4. INSTALL DITCH INLET. SET INVERT TO MATCH EXISTING CULVERT ELEVATION. (SEE STANDARD DETAIL ON SHEET C5)
5. RELOCATE 2-EXISTING SANITARY CLEAN OUT 5 FEET TO THE EAST AS SHOWN.
6. ADJUST ASPHALT GRADE TO MEET RIM ELEVATION OF EXISTING SANITARY MANHOLE.

**GENERAL NOTES:**

- I EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFY LOCATIONS AND DEPTH OF ALL EXISTING UTILITIES.
- II CONTRACTOR SHALL COORDINATE EXCAVATION ACTIVITIES WITH UTILITY COMPANIES WHEN EXCAVATING WITHIN PROXIMITIES.
- III CONTRACTOR SHALL PROVIDE POWER UTILITY COMPANY SUFFICIENT NOTICE TO PROVIDE TEMPORARY POLE ANCHORING IF NECESSARY AS TO NOT DELAY CONTRACTORS EXCAVATION ACTIVITIES.
- IV EXISTING 8" Ø - PVC SANITARY LINE NOT SHOWN ON PROFILE DUE TO THE DEPTH OF THE LINE EXCEEDING PROFILE SETTINGS.
- V 350 CY OF EXCAVATION WILL BE STOCKPILED IN A DESIGNATED AREA TO BE USED IN THE PROPOSED ENGINEERED FILL FOR THE EXISTING WETLAND LOCATED 150 FEET TO THE SOUTHEAST OF THE CUL DE SAC.

**HRK ENGINEERING & FIELD SERVICES**  
 489 N 8TH STREET - SUITE 201  
 HOOD RIVER, OREGON 97031  
 (541) 386-6480

PROJECT NO. 19-025

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**LOWER HANEL MILL - ACCESS ROAD IMPROVEMENT**  
 PORT OF HOOD RIVER  
 1000 E. PORT MARINA DRIVE  
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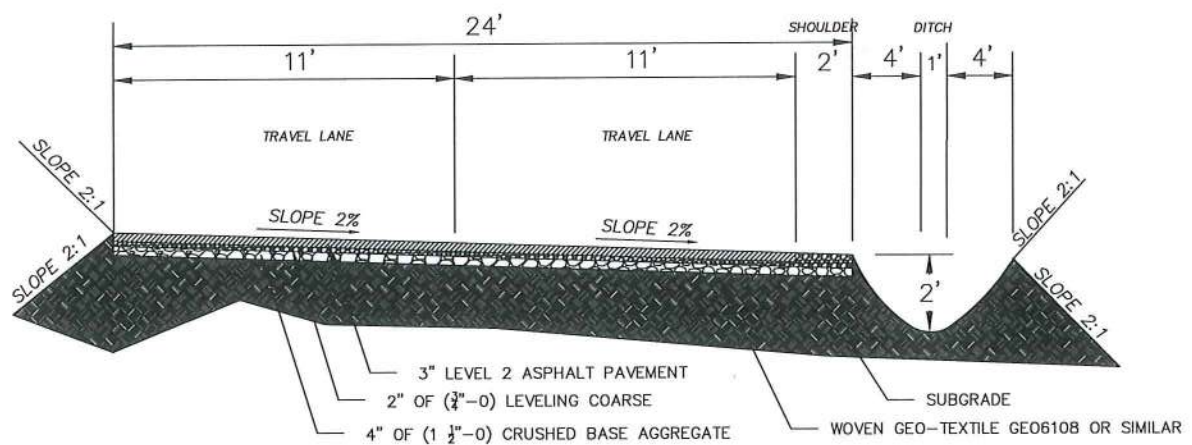
**PLAN AND PROFILE**

DRAWING NO.

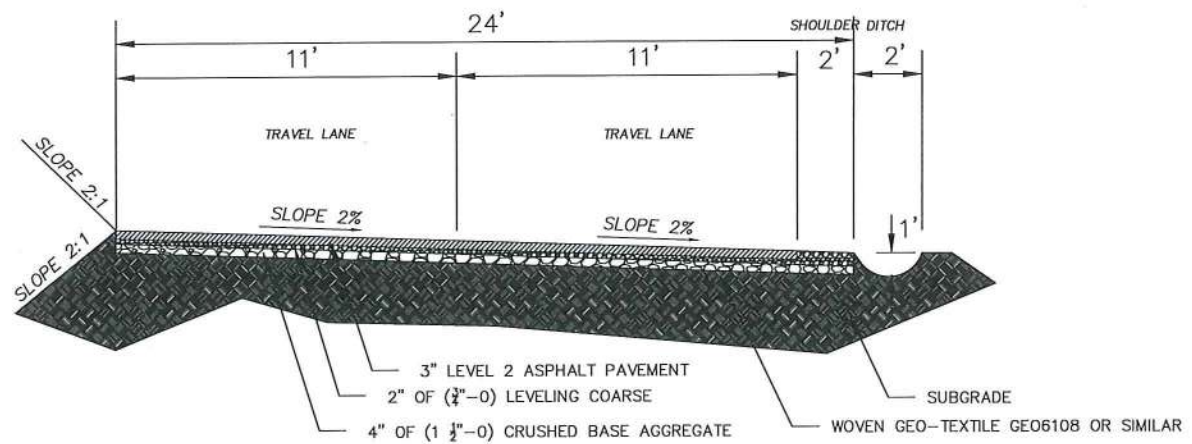
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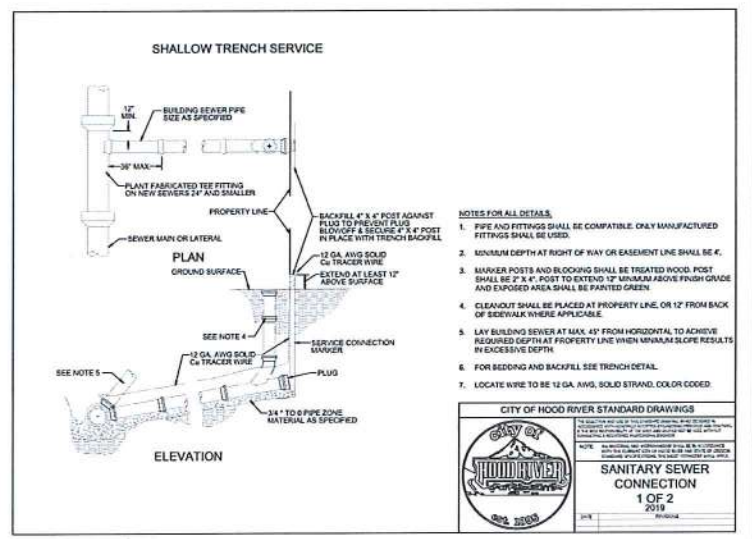
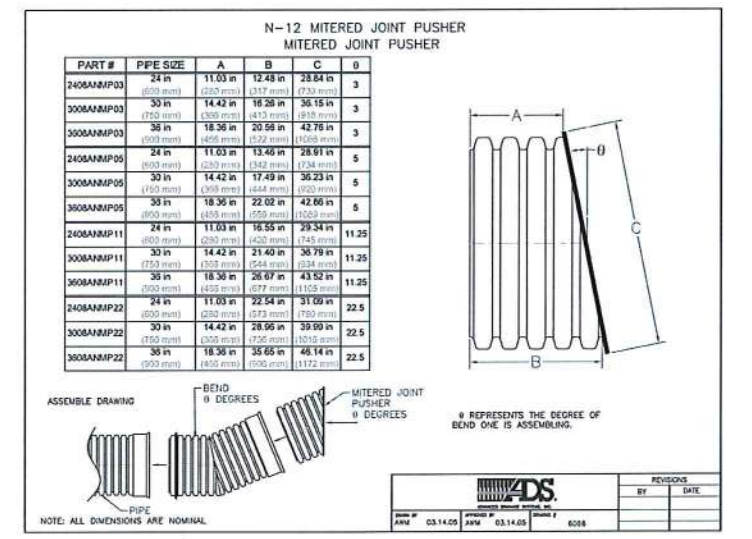
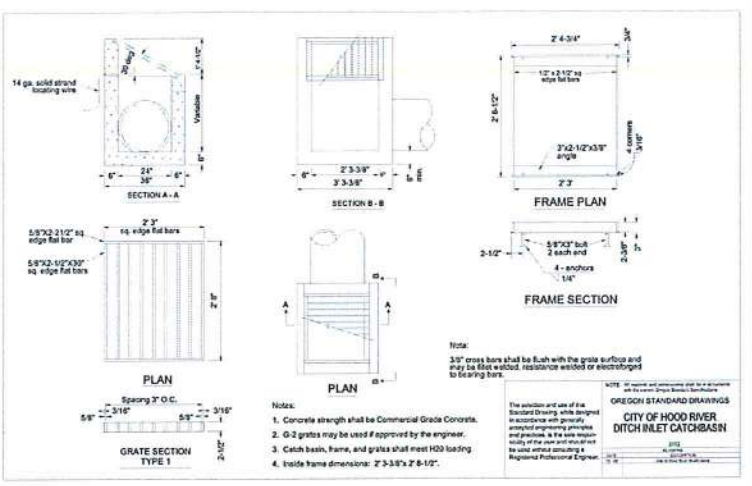
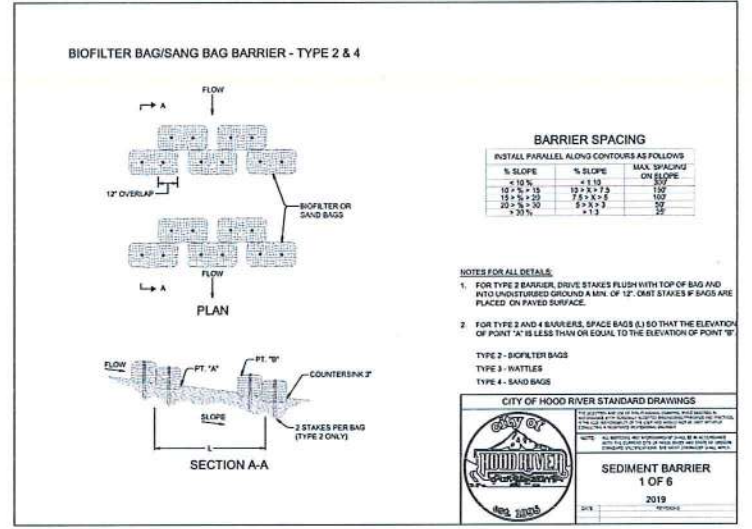
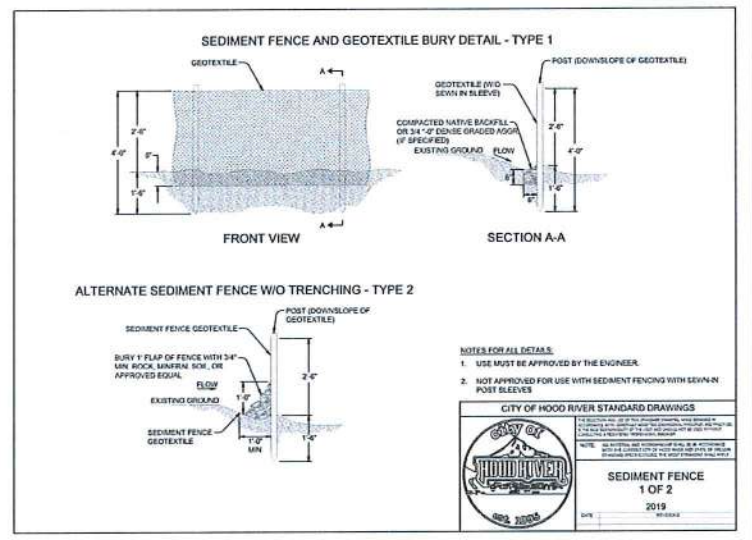
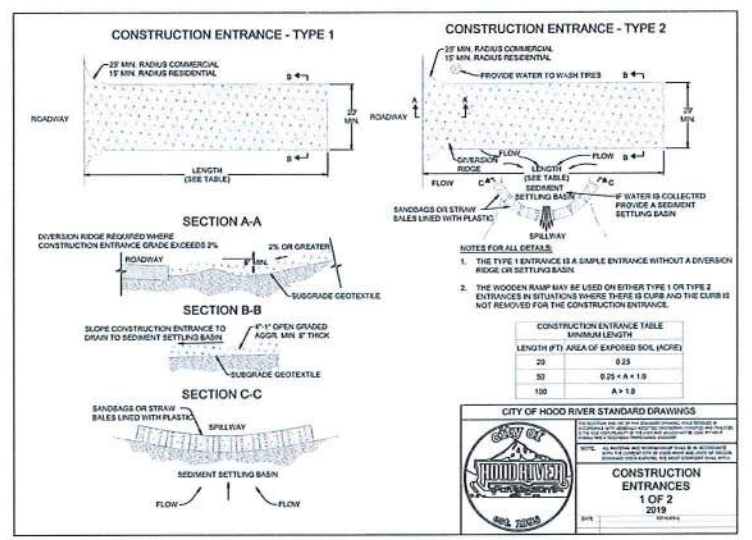




LOWER HANEL MILL ACCESS ROAD  
0+00 TO 4+25  
NTS  
**DETAIL A**



LOWER HANEL MILL ACCESS ROAD  
4+25 TO 5+50  
NTS  
**DETAIL A**



**FINN & FIELD SERVICES**  
489 N 8TH STREET - SUITE 201  
HOOD RIVER, OREGON 97031  
(541) 386-6480

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP

DATE: 9/03/19

REGISTERED PROFESSIONAL ENGINEER  
90891PE  
THOMAS JONES  
EXPIRES 06/30/2021

LOWER HANEL MILL - ACCESS ROAD IMPROVEMENT  
PORT OF HOOD RIVER  
3335 NEAL CREEK ROAD  
ODELL, OREGON 97031

STANDARD DETAILS

DRAWING NO. **C5**

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# Commission Memo



Prepared by: Michael McElwee  
Date: September 10, 2019  
Re: Recreational Services Efficiency  
Study

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At the August 21<sup>st</sup> meeting, the Commission discussed carrying out a limited assessment of how the Port might collaborate with other public agencies to provide recreational services more efficiently and cost effectively.

Mark Hickock, Executive Director of the Hood River Valley Parks & Recreation District (“HRVPRD”) expressed interest in participating in such a study. Staff then contacted Terry Moore, Executive Director at Portland State University’s Initiative for Exceptional Governance (IEG) in the Center for Public Service (CPS) who provided the memorandum and draft scope that was presented at the August 21<sup>st</sup> meeting.

Services provided by PSU are carried out through Inter-Governmental Agreement (IGA). Attached is the IGA for the Recreational Services Limited Efficiency Study to be conducted here. The total cost of the work is \$16,000. HRVPRD would also be a signatory and responsible for 1/3 of the cost.

While this work would evaluate the potential for operational collaboration only between HRVPRD and the Port, if areas of cost savings or enhanced service delivery are identified, they may serve for further discussion with the City of Hood River and Hood River County, who also provide parks and recreation services within the Port District.

**RECOMMENDATION:** Approve Inter-Governmental Agreement and Task Order No. 1 with Portland State University for Recreational Services Efficiency Study not to exceed \$10,665 subject to legal counsel review.

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**PORTLAND STATE UNIVERSITY**

**INTERGOVERNMENTAL AGREEMENT**

**PROFESSIONAL SERVICES**

This Agreement ("Agreement") is entered into between Port of Hood River and the Hood River Valley Parks and Recreation District, hereinafter referred to as AGENCIES, and Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service, hereinafter referred to as UNIVERSITY.

This Agreement is authorized pursuant to ORS 190.010.

WITNESSETH:

WHEREAS AGENCIES desires UNIVERSITY's professional services, in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

UNIVERSITY will provide professional services to AGENCIES, which may include, but are not limited to the following service areas:

- Organizational Assessment and Development
- Program and Service Effectiveness Evaluation
- Strategic Planning
- Policy Analysis and Research
- Professional and Leadership Training
- Talent Development
- Citizen and Community Engagement

AGENCIES may request UNIVERSITY to provide any professional services within the scope of services set forth above. Upon receipt of a request for specific services, UNIVERSITY will respond with a project proposal or may decline to provide services. A project proposal will describe the scope of work, its timeline, budget, and the assignment of duties and responsibilities. Upon mutual acceptance of the project proposal, UNIVERSITY will prepare a task order ("Task Order" or "Task Orders") based upon the accepted proposal, which AGENCIES and UNIVERSITY must execute. A Task Order for this project is attached hereto and is labeled Task Order 1. The Task Order for a particular project supplements this Agreement. All Task Orders relating to projects mutually agreed upon by UNIVERSITY and AGENCIES are covered under the terms of this Agreement.

ARTICLE II - AGREEMENT PERIOD

This Agreement is effective on the date of last signature and remains in effect until December 31, 2021. The term of this Agreement may be extended for additional periods by written mutual consent between the parties. The terms of this Agreement will remain in full force and effect for any Task Order authorizing performance of services under this Agreement that is executed prior to the expiration or termination of this Agreement.

ARTICLE III – CONSIDERATION

For fee-for-service projects, professional services will be billed according to the following rates:

**Center for Public Service (CPS) Rates List**

<b>Published CPS Services Fees effective July 1, 2019 (rates include indirect costs for the University)</b>	
<b>Personnel Type</b>	<b>Billable Hourly Rates</b>
Faculty	\$180 - \$250
Staff	\$50 - \$80
First Stop Portland Study Tour Services	\$32 - \$250
Senior Fellows	\$120 - \$200
Fellows	\$50 - \$120
PSU Specialists (GIS, Data Visualization, etc.)	\$50 - 250
PhD Students	\$30 - 50
Master's Students	\$20 - 40
Consultants	\$50 - \$250

<b>Examples of Reimbursable Expenses (rates DO NOT include administrative overhead)</b>	
<b>Type of Expense</b>	<b>Cost/Unit</b>
Mileage	54.5 cents/mile
Parking	\$1.60/hour
Copies (black & white)	10 cents/copy
Copies (color)	69 cents/copy
Mailings	USPS rates
Supplies for workshop sessions (flipcharts, post-its, etc.)	\$35.00/workshop session
Materials (binders, tabs, etc.)	\$12.00/participant

Services will be billed at the above rates through June 30, 2020, and may be adjusted annually at the start of UNIVERSITY's fiscal year (July 1). UNIVERSITY will provide advance written notice to AGENCIES of any rate adjustments.

Unless otherwise indicated in a specific Task Order, UNIVERSITY will submit invoices to AGENCIES quarterly (September, December, March, and June), which will be paid within 30 days of receipt.

AGENCIES certifies that sufficient funds are available to finance AGENCIES'S obligations under this Agreement within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation AGENCIES will notify PSU of its intent to terminate this Agreement. AGENCIES shall pay UNIVERSITY in full, upon completion of the project, for services provided in accordance with the specific project's Task Order as stated under Article I.

Invoices shall be sent to AGENCIES on a quarterly basis or upon completion of workshops as defined in individual Task Orders, to the address indicated in ARTICLE IV, Notice. Payment shall be sent payable to PSU-CPS to the Center for Public Service, PO Box 751 (PA-ELI), Portland, OR 97207.

#### ARTICLE IV - NOTICE

Any notice provided for under this Agreement is sufficient if in writing and delivered to the following:

If to AGENCIES: Port of Hood River  
 1000 E. Port Marina Dr.  
 Hood River, Oregon 97031  
 541-386-1645  
[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

Hood River Valley Parks and Recreation District

1601 May Street  
Hood River, Oregon 97031  
(541) 386-1303  
[mark@hoodriverparksandrec.org](mailto:mark@hoodriverparksandrec.org)

If to UNIVERSITY: Center for Public Service  
Portland State University  
PO Box 751, MC: PA-ELI  
Portland, OR 97207  
Attn: CPS Budget Administrator  
Telephone: 503-725-8259  
Email: everettj@pdx.edu

**WITH A COPY TO:**

Portland State University  
Contracting & Procurement Services  
Attn: Contracts Officer  
PO Box 751, MC: FAST-CAPS  
Portland, OR 97207-0751  
Telephone: (503) 725-3441  
Facsimile: (503) 725-5594  
Email: contract@pdx.edu

ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work as stated in ARTICLE I - SCOPE OF WORK. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least six (6) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY's performance hereunder.

ARTICLE VI – CONFIDENTIALITY

Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), UNIVERSITY agrees to keep confidential any AGENCIES proprietary information that AGENCIES designates as such and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by AGENCIES. Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), AGENCIES agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such and supplies to AGENCIES during the course of this Agreement.

ARTICLE VII - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.

ARTICLE VIII - ASSIGNMENT

Neither party may assign or transfer any interest in this Agreement, or assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE IX – WORK PRODUCT

All work product of UNIVERSITY that results from this Agreement (the "Work Product") is the exclusive property of UNIVERSITY. UNIVERSITY and AGENCIES do not intend that such Work Product be deemed a "work made for hire" where AGENCIES would be deemed the author. If for any reason the work product is deemed a "work made for hire," AGENCIES hereby irrevocably assigns to UNIVERSITY all its right, title, and interest in

and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Notwithstanding the foregoing language, AGENCIES in all circumstances retains the right to use, circulate and reproduce the Work Product for its own use.

#### ARTICLE X - PATENT RIGHTS

All rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. Any such inventions and discoveries shall be disposed of in accordance with UNIVERSITY's policy. AGENCIES has a time-limited first right to negotiate a license to such inventions and discoveries.

#### ARTICLE XI - PUBLICATIONS

UNIVERSITY agrees that all publications that result from work under this Agreement will acknowledge that the project was supported by an award from AGENCIES.

#### ARTICLE XII - GENERAL PROVISIONS

In the absence of reference to the terms and conditions contained within the prime source of funding, UNIVERSITY is not responsible for compliance with any terms that are not included or specifically referenced in this Agreement.

#### ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

#### ARTICLE XIV – CERTIFICATIONS

By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or AGENCIES.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.
3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
  - (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal AGENCIES, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal AGENCIES, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UNIVERSITY shall require that the language of this certification be included in the award documents for all federal sub-awards at all tiers (including agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federal funds shall certify and disclose accordingly.



- 5. UNIVERSITY shall notify AGENCIES immediately if there is any change of UNIVERSITY's status to the extent that UNIVERSITY is no longer able to comply with ARTICLE XIV – CERTIFICATIONS.

ARTICLE XV –SIGNATURES

This Agreement may be signed in two (2) or more counterparts, each of which is deemed an original, and which, when taken together, constitutes one and the same agreement. AGENCIES and UNIVERSITY agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

**THIS AGREEMENT TOGETHER WITH EXHIBIT 1 CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE A R E NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT BINDS EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. UNIVERSITY AND AGENCIES, BY THE SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.**

**PORTLAND STATE UNIVERSITY**

By: \_\_\_\_\_  
Center for Public Service Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PSU Contracts Officer

Date: \_\_\_\_\_

**PORT OF HOOD RIVER**

By: \_\_\_\_\_  
Title:Executive Director

Date: \_\_\_\_\_

**HOOD RIVER VALLEY PARKS AND RECREATION DISTRICT**

By: \_\_\_\_\_  
Title:Executive Director

Date: \_\_\_\_\_

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## TASK ORDER 1

Attachment to Inter-Governmental Agreement among:

PORTLAND STATE UNIVERSITY and

PORT OF HOOD RIVER and HOOD RIVER VALLEY PARKS AND RECREATION DISTRICT

### Overview of Project

Assessment of opportunities for collaboration among public sector providers of park and recreation facilities and services in Hood River County.

This Task Order supplements the Inter-Governmental Agreement for Professional Services (Agreement) entered into between UNIVERSITY and AGENCIES. The parties agree that the Agreement is hereby supplemented as follows.

### Description of Services

#### Overview of the Research Framework

PSU will build from work already done for the Port and District, principally the District's Draft Plan, and will supplement that information with a review of best practices in other jurisdictions, primarily in the Northwest. If the contracting for this agreement can move quickly (a notice to proceed by mid-September), PSU will have draft work ready to present at a Port Commission workshop in mid-November. Comments from the Commissioners at that meeting will allow PSU to submit a draft report by the end of November, and a final report by the end of the 2019.

### Activities

1. *Initial meeting* with staff at the Port and District (and others they may suggest) to discuss and agree on the details of issues, desired outcomes, and activities.
2. *Compilation and review of relevant local data.* This activity can be shorter than usual because the Draft Plan of the District has already assembled most of the documents (page 14 on) and data (Chapters 3 – 10), done outreach to citizens and stakeholders (Appendices B – E), and looked at some national data on comparables and standards. PSU will summarize that more information more specifically in the context of collaboration and efficiency. The Port and District will provide all the relevant information they have available (or links to electronic files) at the initial meeting.
3. *Staff interviews.* In a preliminary proposal PSU suggested some interviews with stakeholders. Though the District's Draft Plan is supported by interviews, those interviews were about recreation in general, and not focused on the opportunities and obstacles for specific collaboration possibilities. Subsequent conversations with the Agency staff eliminated stakeholder interviews—interviews with staff should be sufficient because the focus is on operations and cost.
4. *Preliminary assessment and presentation:* The focus will be on collaboration possibilities for increased efficiency of service delivery. PSU will discuss its preliminary findings with Agency

staff in early November. Based on that conversation, PSU will prepare a summary presentation (of 15 minutes) suitable for a presentation to the Port and District commissioners. PSU would make that presentation in mid-November (the assumption is that it will be able to make one presentation to a joint assembly of the two bodies, or present separately but on the same day).

5. *Draft report.* Based on feedback at and following that presentation, PSU will prepare a concise report (on the order of 10 pages) with supporting appendices as necessary. That report will add new information (not in the Draft Plan) about possible intergovernmental working relationships that could increase the efficiency or quality of facilities and service. Staff at the agencies will assemble comments from their respective governing bodies and staff, and consolidate them into a single memorandum for PSU to review and address as appropriate in a final report.
6. *[Optional] Second presentation and work session.* PSU believes there could be value in a second work session with some elected officials and senior staff from the Agencies (and, possibly from the other main providers of public recreation facilities and services (i.e., City, County, and School District) to discuss and evaluate the possibilities. The objective would be looking for some kind of agreement on “next steps.”
7. *Final report.* The idea would be to assemble and doing an informal vetting of a package that could go to the senior staff and ultimately elected bodies of the five main providers. How far the agreement goes depends upon how far the agencies get in the prior work session

### Products

- Presentation at an Agency work session of interim assessment and supporting presentation materials
- Draft report
- Second work session (optional)
- Final report

### Compensation

PSU shall be paid \$16,000. The Port shall pay two-thirds and District shall pay one-third of the amount billed at each invoice cycle.

### Schedule

Four months, Sept-Dec 2019

### Project Contacts

PSU: Terry Moore

Agencies: Michael McElwee and Mark Hickok

### Other terms

IN WITNESS HEREOF, the parties have duly executed this Task Order effective the date of last signature:

**PORTLAND STATE UNIVERSITY**

By: \_\_\_\_\_  
Center for Public Service Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contracts Officer

Date: \_\_\_\_\_

**PORT OF HOOD RIVER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HOOD RIVER VALLEY PARKS AND RECREATION DISTRICT**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_