



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, November 3, 2020
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment
 2. Consent Agenda
 - a. Approve Minutes of the October 6 and October 20, 2020 Regular Sessions (*Maria Diaz, Page 3*)
 3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 15*)
 - b. Financial Report for the 3 Months Ending September 30, 2020 (*Fred Kowell, Page 29*)
 4. Presentations & Discussion Items – (*None*)
 5. Executive Director Report (*Michael McElwee, Page 39*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Contract with Bulldog Welding for Bridge Deck Repair Welding (*John Mann, Page 45*)
 - b. Approve Use Agreement with Columbia Area Transit for Ski Resort Shuttle Parking at the Event Site (*Michael McElwee, Page 59*)
 - c. Approve Amendment No. 2 to Contract with ODOT for Consultation Services Related to Bridge Replacement (*Kevin Greenwood, Page 65*)
 - d. Approve Amendment No. 3 to Contract with Lerner Computer Support for IT Services (*Fred Kowell, Page 71*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 10. Possible Action
 11. Adjourn

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

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

*Port of Hood River Commission
 Meeting Minutes of October 6, 2020 Regular Session
 Via Video Teleconference & Marina Center Boardroom
 5:00 p.m.*

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

**5:00 p.m.
 Regular Session**

Present: Commissioners Kristi Chapman, Hoby Streich, David Meriwether, and Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Anne Medenbach, and Daryl Stafford.

Absent: Jon Everitt and Genevieve Scholl

Media: None

1. **CALL TO ORDER:** Acting President Ben Sheppard called the regular session to order at 5:01 pm.
 - a. **Modifications or additions to the agenda:** Consent Item (b): Change to Change Order No. 2, slight increase in scope and slight increase in cost. New amount is \$3,016.
 - b. **Public Comment:** None

2. **CONSENT AGENDA:**
 - a. Approve Minutes of the September 15, 2020 Regular Session
 - b. Approve Change Order No. 2 with Competitive Commercial Roofing, Inc for Big 7 Reroof Project Not to Exceed \$3,016
 - c. Authorize Contract with Flowing Solutions, Inc. for Engineering Services at the Marina Jetty Not to Exceed \$8,500
 - d. Authorize Contract with Flowing Solutions, Inc. for Engineering Services at the Marina Boat Launch Not to Exceed \$9,000
 - e. Approve Contract with Coffman Engineering for Bridge Floorbeam Structural Analysis Not to Exceed \$6,000
 - f. Approve Hood River County Multi-Jurisdictional Parks & Recreation Master Plan

Motion: Approve the Amended Consent Agenda with Modification to Item (b).

Move: Meriwether

Second: Streich

Discussion: None

Vote: Unanimous

3. INFORMATIONAL REPORTS – None

4. PRESENTATION AND DISCUSSION ITEMS:

a. Bridge Replacement Project Update

BUILD Grant Award Report: Greenwood reviewed the BUILD Grant, the 2020 Statistics on the program, the eligible costs and resources, key timelines, and key tasks in the next fiscal year. These are discretionary funds awarded for surface transportation projects (mainly construction), this year they were awarded for planning grants. Greenwood restated that the Port will likely use cash reserves from the Feb. 2018 toll increase as match as a joint application with Klickitat County. BUILD grant agreements must be signed by Sept. 2022 and projects must be completed and funds spent by Sept. 2026. The Port will be following the Federal Highways Oregon Division rules for public contracting.

This program is a reimbursement program. \$6.25M project, submitted invoices will be reimbursed at 80% rate. There was a total of 13 applications from Oregon, and this was the only successful one. Greenwood showed proposed BUILD costs to be \$6,250,000 along with a chart showing how the total amount would be sorted. He then listed a summary of the future actions and noted the contracts/amendments that he anticipates bringing to the Commission in the coming months. Greenwood then reviewed the post-NEPA goals, one of which has already been reached (Establish Formal Interim Work Group). Greenwood states the post-NEPA phases will likely be reduced to 2 instead of 4. Greenwood then provided a short summary how the curve funding will be split into the individual work tasks. A budget of \$450K from HB2017 includes contingency for NEPA work. There will be a \$6.25M budget for post NEPA BUILD and looking forward there could be an additional award that would cover things like AE/Design, Governance Work, financial ratings, etc.

1. Question from Commissioner Streich: Pertaining to Title 23 and how the \$5M grant affects it and what it does to the P3 perspective client. Commissioner McElwee then restates what Title 23 entails with further detail.
2. Question from Commissioner Meriwether: Pertaining to the Environmental Impact Statement; whether there are delays moving forward will that impact the BUILD program and complicating the work. Greenwood replied that is not currently anticipated, but relayed an example involving the location of piers to be a possible issue.

b. Lower Mill Conceptual Design Discussion:

Anne Medenbach reviewed the original contact with Livermore Architects to provide 10% preliminary building designs in March. Over the past several months, many preliminary plans were made until two options were selected for each lot. Medenbach then guided a review of the plans, reiterating that the plans shown are just a 10% base model, so the illustrations are meant to be straight forward and efficient as far as the design. Medenbach summarized the cost estimates, expected to be over \$300 per square foot. Possible budget reductions will be possible, but will not be discussed until later during Fall Planning. Commissioner Sheppard emphasized that that was an overly expensive price per sq. ft. for a simple warehouse and asked why the plan is made so conservatively. Medenbach then provided reasoning behind the high cost, stating that there are comparable projects that were made around the same sq. footage price. Streich asked if there were any potential buyers looking for the type of space planned to be built. Commissioner Chapman then asked for further clarification pertaining to the comparable buildings, which Medenbach provided the comps that were sent to her for further information.

5. EXECUTIVE DIRECTOR REPORT:

McElwee presented a draft agenda for the Fall Planning work session, providing 5 key discussion points recommended by staff. He suggested that topic (A) Strategic Business Plan and topic (C) Real Estate Strategy to be the top two but reiterates that the remaining topics are also very important. McElwee suggests dates of either November 3, November 10, or November 17. His recommendation is to have the meeting on November 10th, in which Commissioner Chapman, Meriwether, Streich consensus the meeting date chosen. The meeting is to be over Zoom on November 10, 2020 and will start at 12 PM. McElwee reports a new highlighted staff item; long-time Facilities crew member Louie Almers is retiring December 31st. There is a recruitment currently underway for the Port of Klickitat Executive Director. McElwee mentions several items underdevelopment. There is still tentative approval from Pacific Power for the grant application submitted through the Energy Trust. Which includes a charging station to be put by the port building assessing the fleet for its fuel consumption

and possible alternative vehicles. The storm line issue has also been resolved along with the mainline remaining in place until phase 4. McElwee reported there is a delay on performing the more extensive, nondestructive, testing of the trunnions till next spring, due to the requirements needed to use the high-level lifts. These requirements include an electrical inspection and the instillation of remote communication links which will be scheduled within the next several weeks. Commissioner Chapman then asked for further clarification on the charging station, which she had assumed was only for Port vehicles, but McElwee clarified in his statement, explaining that the charging station would be made available to Port vehicles and the public.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. **Airport Advisory Committee.** Medenbach reports that The AAC would like to recommend to the Commission that they move the anemometer as part of the CIP list for next year as it is a major safety concern. Also, to look at a location to add a supplementary wind cone midfield.
- b. **Tolling Committee.** Commissioner Everitt, who is not present tonight, has submitted a written report from the first meeting of the new Tolling Committee, included in the packet for review.

7. ACTION ITEMS:

- a. **Approve Task Order No. 6 with PSquare, Not to Exceed \$50,000 for Payment Card Interface and Reporting Enhancements to Tolling System, Subject to Legal Counsel Review.**

Motion: Approve Task Order No. 6 with PSquare, Not to Exceed \$50,000 for Payment Card Interface and Reporting Enhancements to Tolling System, Subject to Legal Counsel Review

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

- b. **Authorize Purchase Agreement with Marina Controllers for Marina Management Software Not to Exceed \$11,879.**

Motion: Authorize Purchase Agreement with Marina Controllers for Marina Management Software Not to Exceed \$11,879.

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

- c. **Approve Amendment No. 2 to Contract with Coffman Engineering for Approach Ramp Analysis & Capital Project Planning Not to Exceed \$50,533**

Motion: Approve Amendment No. 2 to Contract with Coffman Engineering for Approach Ramp Analysis & Capital Project Planning Not to Exceed \$50,533

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

d. Authorize Application to COAR Grant for AV Gas Tank at Airport

Motion: Authorize Application to COAR Grant for AV Gas Tank at Airport

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

e. Authorize 2021-2025 Waterfront Food Concession Lease with the Sandbar Café and Downwinder for spaces #1 and #2 at the Event Site Cruise Ship Dock for the 2021-2025

Motion: Authorize 2021-2025 Waterfront Food Concession Lease with the Sandbar Café and Downwinder for spaces #1 and #2 at the Event Site Cruise Ship Dock for the 2021-2026

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

f. Authorize Waterfront Concession School, Rental & Lesson Seasonal Concession Permits for the 2021-2025 Term with Big Winds, Brian’s (BWKS), Cascade Kiteboarding, Gorge Kiteboard, Gorge Paddle Center, HR SUP and Kayak, Kite the Gorge, New Win and Oregon Kiteboarding

Motion: Authorize Waterfront Concession School, Rental & Lesson Seasonal Concession Permits for the 2021-2026 Term with Big Winds, Brian’s (BWKS), Cascade Kiteboarding, Gorge Kiteboard, Gorge Paddle Center, HR SUP and Kayak, Kite the Gorge, New Win and Oregon Kiteboarding

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

8. COMMISSION CALL: Commissioner Streich sought clarity regarding Port’s staff moving forward to work with Hood River Warming Shelter and whether approval or consensus from all Commissioners is required to move forward with direct orders to staff. Commissioner Meriwether suggested to vote or make a consensus to clarify the topic or an ask. Commissioner Meriwether and Commissioner Sheppard suggested to have the Board Chair summarize at the end of a discussion or a topic to ensure clarity on the board direction moving forward.

9. EXECUTIVE SESSION:

Commissioner Ben Sheppard recessed Regular Session at 6:26 pm 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

Motion:

Motion to adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 6:53 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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*Port of Hood River Commission
 Meeting Minutes of October 20, 2020 Regular Session
 Via Remote Video Teleconference & Marina Center Boardroom
 5:00 p.m.*

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

**5:00 p.m.
 Regular Session**

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

Absent:None

Media: None

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:01 pm.
 - a. **Modifications or additions to the agenda:**
 - 1) Addition of Action Item (f) : Emergency Storm Line Contract Authorization
 - 2) Addition of Discussion Item (b) : Discussion of New Estimate Port Has Received for Additional ODOT Services Related to the Bridge Replacement
 - b. **Public Comment:** None

2. **CONSENT AGENDA:**
 - a. Approve Minutes of the September 15, 2020 Regular Session
 - b. Approve Accounts Payable with Jaques Sharp in the Amount of \$7,450

Motion: Approve the Consent Agenda

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Unanimous

3. **INFORMATIONAL REPORTS:**
 - a. **Bridge Replacement Project Update** – accepted.
 - b. **Waterfront Annual Report** – accepted.

4. **PRESENTATION AND DISCUSSION ITEMS:**
 - c. **Enterprise Zone Update, Jessica Metta, MCEDD:** McElwee introduced Jessica Metta, Executive Director of Mid-Columbia Economic Development District, to give an update and information about the renewal of the Enterprise Zone designations for our area. Ms. Metta gave background information relating to Port of Hood River’s involvement with the Enterprise Zone renewal as a current sponsor. She explained that the Enterprise Zone designation encourages additional private sector investments in the region by providing a property tax abatement on qualified property. The focus is mainly on traded sector businesses that draw in outside investment. Ms. Metta provided further details as to what businesses would do to receive their standard abatement or extended abatement, along with the current number of abatements in the Enterprise Zone that have created a significant number of jobs and investments. Ms. Metta explained the process to redesignate the Enterprise Zone; involving contacting Business Oregon, reviewing/adjusting the map, outreach to the

taxing districts impacted, and submit within 2021 deadlines. She overviewed the Cascade-Hood River Enterprise Zone map. McElwee asked for clarification as to if the map included the lower Hanel Mill.

Question (Medenbach)- What were the majority of Enterprises Zone benefits were used for? A - Best guess would be that they were used for construction of buildings or equipment.

Question (Everitt)- Would there be any downsides to the Enterprise Zone? A - the only downside is that it keeps the property taxes off of the tax rolls for a few years.

Question (Streich) – What is typical term for designation? A - the average was 5 years.

Question (Meriwether) – Asked for further clarification as to if we would be guaranteed the same region/section if went ahead and approved, or if we would have to compete for one. A – confident the zone would be received again.

Call for Consensus Approval to support MCEDD’s efforts to redesignate the Enterprise Zones: Unanimous Consensus aside from Commissioner Chapman, who abstained because she had only arrived at the end of the discussion.

- d. **ODOT Personal Services Contract:** Kevin Greenwood provided a review of the new estimate from ODOT for the next phase of their work for the bridge replacement project. In April 2019, the board had approved the ODOT contract but in the process of finalizing the contract, ODOT did not respond to request until October 19th, 2020. In this contract the EIS (response to questions) increased to 768 hrs. and about \$70,000. This effect was caused by their reassessment in payment per employee from \$68 to \$90 an hour. Greenwood is concerned over the increase in price and the possible backend work that will not be accomplished this year. No formal action is required at this time, but he suggested that the board commit to \$50,000 for ODOT and wait until the public comments were answered to approve this contract. To review, this contract would raise the EIS to \$70,000 and the total contract to \$300,000 leading to a decrease in backend work. Greenwood is hoping to have more material for the next meeting.

Question (Everitt) – Do we have any leverage on the new contract and if we could say no. Greenwood replied that compromise is possible.

- 5. **EXECUTIVE DIRECTOR REPORT:** Michael McElwee asked for feedback pertaining to the Fall Planning Work Session agenda. Coming bridge closures were discussed. Bridge deck welding will be underway in November, resulting a week-long period of extended daytime single lane closures.
- 6. **COMMISSIONER, COMMITTEE REPORTS:** President Everitt summarized his take away from his Tolling Committee meeting and stated that the level of commitment, financial commitment and risk that we’re making to electronic tolling system is really quite small.

7. ACTION ITEMS:

- a. **Approve Public Works Contract with DKB Limited for Construction of the Steve Gates Memorial Project not to exceed \$31,000.**

Motion: Approve Public Works Contract with DKB Limited for Construction of the Steve Gates Memorial Project not to exceed \$31,000.

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

b. Approve Resolution 2020-21-1 adopting the Disadvantaged Business Enterprise Goals for 2121-23

Motion: Approve Resolution 2020-21-1 adopting the Disadvantage Business Enterprise Goals for 2121-23

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

**c. Approve 2021 Marina Rules & Regulations, Subject to Legal Counsel Review
 Approve 2021 Marina Moorage Lease Rate Schedule.**

Motion: Approve 2021 Marina Rules & Regulations, Subject to Legal Counsel Review
 Approve 2021 Marina Moorage Lease Rate Schedule.

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

**d. Approve 2021 T-Hangar Lease Agreement
 Approve 2021 Airport T-Hangar Lease Rates**

Motion: Approve 2021 T-Hangar Lease Agreement
 Approve 2021 Airport T-Hangar Lease Rates

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

e. Approve Memorandum of Understanding Regarding the Development of the Hood River-White Salmon Interstate Replacement Bridge

Motion: Approve Memorandum of Understanding Regarding the Development of the Hood River-White Salmon Interstate Replacement Bridge

Move: Chapman
 Second: Streich
 Discussion: Commissioner Meriwether express his objections and concerns aboutt Section 7.1 of the MOU and urged inclusion of directive to the BSWG to involve the Washington and Oregon state Departments of Transportation to take over the replacement bridge project at some point. After discussion, Commissioner Chapman withdrew motion, and requested the issue be tabled to a special session next week. Commissioner Streich withdrew his second to the motion. Consensus for a Special Session on October 27, 2020 at 5:00 p.m.

Vote: None.

f. Authorize Emergency Contract with Rick Zeller Excavating Inc. to Install Drainage Pipe from the Halyard Bldg. Site to a New City Drainage Pipe in N. 8th Street, for a Price not to Exceed \$7,000.

Motion: Authorize Emergency Contract with Rick Zeller Excavating Inc. to Install Drainage Pipe from the Halyard Bldg. Site to a New City Drainage Pipe in N. 8th Street, for a Price not to Exceed \$7,000.

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

8. COMMISSION CALL:

Commissioner Chapman noted that a letter from a local home owners association located near a church in the Heights in regards to the Hood River Warming Shelter temporary location. Sheppard highlighted the great work on information provided to the public on the Port of Hood River Facebook page.

9. EXECUTIVE SESSION:

President John Everitt recessed Regular Session at pm 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: 6:49 p.m.

Motion:
Motion to adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 6:49 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report
November 3, 2020

The following summarizes Bridge Replacement Project activities from October 10-29, 2020:

FEIS/ROD CRITICAL PATH ACTIVITIES

The Supplemental Draft EIS (SDEIS) is receiving final edits and is on schedule to be released to the public in mid-November. The release will start a 45-day public comment period.

SDEIS Open House, Dec. 3 – Attached is the plan for the Open House. RSVPs will be taken for limited seating in the Commission Board Room for individuals unable to view the presentation and/or make comment online.

There are several environmental compliance processes that are underway at the time the SDEIS is published. These processes, listed below, will be completed prior to publishing the combined Final EIS and Record of Decision (ROD).

- Biological Opinion from NOAA Fisheries completing ESA Section 7 consultation; early January
- Concurrence Letter from USFW completing ESA Sec. 7 consultation; early January
- Additional fieldwork for testing and evaluation of any traditional cultural properties identified through prior study work; mid-November
- Finalize all Section 4(f) “recreational resource” documentation with correspondence from property owners; mid-December
- Continue tribal consultation to identify impacts and mitigation for cultural resources and treaty fishing rights; mid-December

Programmatic Agreement Consulting Parties review #2, early December - The programmatic agreement (PA) is a document that acknowledges the mitigation requirements needed as a part of applying for permits. Tribes, resource agencies and historic preservation offices will review and identify mitigation related to replacement project. This separate agreement will be issued as a part of the Final EIS/ROD.

Geotech Permits Approved, Nov. 21 – The project currently has an approved permit, but it is for a limited period. The USACE is working with the Port to expand the boring period. Team anticipates getting a longer permit period by the end of November.

WSP’s September Invoice is included in the meeting packet. We are now past the 75% mark on WSP’s contract.

BI STATE WORKING GROUP UPDATE

With the Port Commission's approval of the Memo of Understanding (MOU) on Oct. 27th, all six local governments have agreed to the document. The next meeting of the BSWG is scheduled for November 13th and will begin reviewing contracts related to Phase 2 tasks. Included in your packet is Steve Siegel's scope of work for researching, writing, workshopping with the BSWG and formalizing for member agency adoption. Siegel currently has about \$50k remaining on his original contract that can be applied to the legislative amendment.

LEGISLATIVE AFFAIRS

Staff has been working with our legislative affairs teams in Salem and Olympia to prepare hand-outs for distribution during advocacy efforts. There is a two-pager that summarizes the project, a one-pager supporting the Bi-State Bridge Authority legislation, and another one-pager supporting the \$5-million appropriation request to complete Phase 2 work. A Powerpoint is also being developed that will serve as a backdrop for legislative meetings.

ENGINEERING FIRM INQUIRIES

Ever since the receipt of the BUILD award, staff has seen increased inquiries from engineering/design firms interested in learning more about the project. These are excellent opportunities for staff to ask questions about scope and discuss informally opinions on the best way to proceed. Since the announcement, staff has met with at least six different design firms. This is great news as it builds excitement within the engineering industry about this "signature" project.

MEETING SCHEDULE

- WSP Weekly Check In, Nov. 2
- Thorn Run Check In, Nov. 3
- Regular Commission Meeting, Nov. 3
- Election Day, Nov. 3
- MCEDD Symposium, Nov. 6
- WSP Weekly Check In, Nov. 9
- Fall Planning, Nov. 10
- NEPA Coordination Meeting, Nov. 12
- BSWG Meeting, Nov. 13
- WSP Weekly Check In, Nov. 16
- Thorn Run Check In, Nov. 17
- Sec. 106 Consulting Meeting, Nov. 17
- Regular Commission Meeting, Nov. 17



Hood River – White Salmon BRIDGE REPLACEMENT PROJECT

SDEIS Public Comment & Meeting Plan

DRAFT Updated 10/26/2020

Overview

The Port of Hood River will publish the Hood River-White Salmon Bridge Replacement Project Supplemental Draft EIS (SDEIS) on **Nov. 13, 2020**. The public is invited to comment on the SDEIS during the public comment period, from **Nov. 13 – Dec. 28, 2020**. Both verbal and written comments will be accepted in a variety of ways, which is further detailed in this plan.

In addition, the Port will host a public meeting to provide more information on the SDEIS and offer an opportunity for the public to provide oral testimony. This public meeting will be held online to encourage physical distancing due to COVID-19. However, the Port will provide in-person options for those who are unable to participate online and who wish to provide oral testimony. Details for this public meeting are also further described in this plan.

Public Meeting Plan

The public meeting will be hosted online using Zoom Webinar. Zoom can be used on laptops, desktops, tablets, and smartphones (audio and video). It can also be used on landlines with audio only. While the majority of participants will be encouraged to participate online, accommodations will be made available for those needing to join in-person.

Meeting time and location

Date: December 3, 2020

Time: 5:30-7:00 p.m.

Location: **Online:** Virtual Zoom meeting links to be provided
Limited in-person: 1000 E. Port Marina Drive, Hood River, OR 97031

Run of show:

The public meeting will include a presentation by project staff and an opportunity for public comment. A general outline of the meeting agenda and format is detailed below. Details will be further confirmed as the planning process continues.

Time	Description
4:30 – 5:30 p.m.	Staff set up: <ul style="list-style-type: none"> Staff at Port’s office set up room, and seat any in-person guests to meet COVID guidelines (see in-person set up further below) Staff running webinar begin webinar and set up livestream

<p>5:30 p.m.</p>	<p>Meeting Begins Welcome, ground rules and Zoom overview (Candace/Anne)</p> <ul style="list-style-type: none"> • Review meeting agenda • Review how people can provide comments during the meeting: <ul style="list-style-type: none"> ○ Use the “Q&A” feature in Zoom to ask clarifying questions during the presentation. Staff will be collecting your questions and we will take a few minutes at the end of the presentation to answer questions. People can also submit questions to the project inbox at newbridge@portofhoodriver.com ○ Use the “raise hand” feature in Zoom to provide verbal testimony. We will be taking verbal public comment at the meeting. Comments will be timed at 2 minutes, using an on-screen timer. You will be unmuted when it is your turn to make a comment. People attending in person will sign-up with staff in the room to make a verbal comment.
<p>5:40 p.m.</p>	<p>Presentation (25 mins)</p> <ul style="list-style-type: none"> • Overview of project schedule and work done to date, including public feedback (Kevin) • Overview of SDEIS (Angela) <ul style="list-style-type: none"> ○ Preferred Alternative (EC-2) and Alternative (EC-3) ○ Impact analysis ○ Suggested areas for public feedback • Answer questions received through Zoom “Q&A” or via email (5-10 mins)
<p>6:15 p.m.</p>	<p>Facilitated public comment/testimony (2 minutes per comment, depending on the number of people wanting to comment)</p> <ul style="list-style-type: none"> • Meeting facilitator will monitor a queue of “raised hands” through Zoom for people who wish to provide public comment. • Port staff will monitor any people attending in person and will communicate with the meeting facilitator to add these people to the queue
<p>6:55 p.m.</p>	<p>Closing remarks</p> <ul style="list-style-type: none"> • Reminder of how comments can be accepted through Dec. 28th
<p>7:00 p.m.</p>	<p>Event ends</p> <ul style="list-style-type: none"> • Staff end webinar and download Zoom recording and attendance/comment spreadsheets • Staff disassemble in-person set-up
<p>Staff debrief – to be scheduled for following day (TBD)</p>	

Key details for Zoom Webinar:

- **Joining the meeting:** The public will join the webinar by clicking on a link that will be posted to the Port’s website. The link to join the meeting can also be shared in notification materials.
- **Recording:** The meeting will be livestreamed to the Port’s YouTube account and the recording will be made available after the meeting on the Port’s website. [Note: if desired, the recording can also be livestreamed via Facebook Live]. The recording will also be used to capture public comments verbatim, in lieu of a court reporter.
- **Accessibility:** After the meeting, closed captioning will be added to the meeting recording. Captions will also be translated into Spanish.

- **Chat:** This feature will be disabled. The Zoom host has no control over the chat, so disabling this feature helps ensure that it cannot be used inappropriately during the meeting.
- **Q&A:** The “Q&A” feature on Zoom will remain active so that people can submit questions to project staff. Only project staff will be able to see the questions received via the Q&A feature. A staff person will monitor questions submitted via the “Q&A” feature and project inbox throughout the meeting. All questions submitted via the “Q&A” will be recorded in Zoom and can be exported as a spreadsheet after the meeting.

In-person accommodations:

The Port will help accommodate people who wish to attend the virtual public meeting in-person in a manner that complies with COVID-19 health guidelines. This includes:

- **RSVP:** People wishing to attend the meeting in-person will need to RSVP either by emailing the Project at newbridge@portofhoodriver.com or by phone at through at (541) 961-9517. Port staff will monitor RSVPs.
- **Socially distanced in-person setting:** The Port will set up their board room to accommodate in-person seating spaced 6-feet apart. The virtual public meeting will be broadcasted on a screen in the board room for in-person participants to view. During the public comment portion of the meeting, in-person attendees will be able to come up to the laptop in the room and provide a verbal comment. Port staff will be available in-person to assist with set-up and with taking public comment.
- **Document review:** Hard copies of the document will be available at local libraries. In addition, Port staff will maintain hard copies at the Port’s office along with the informational factsheet. Members of the public can make appointments to visit the Port’s office to view these documents and meet with project staff to ask questions. To make an appointment, people can email or call the project office.

Staffing plan (to be confirmed):

Staff	Role	Location
Kevin Greenwood	Presenter	In-Person
Angela Findley	Presenter	Remote
Scott Polzin	Available to answer questions	Remote
Brian Carrico	Available to answer questions	Remote
Anne Presentin	Facilitator (agenda)	Remote
Candace Goodrich	Facilitator (questions & public comment)	Remote
Sarah Omlor	Zoom tech support	Remote
Genevieve Scholl	On-site set up and comment support	In-person
Port Staff (TBD)	In person Spanish interpreter	In-person

Notifications

Notifications for the public meeting and comment period will utilize methods that have been successful in previous engagement efforts and satisfy NEPA requirements. The schedule for these planned notifications is detailed below.

- **Print and digital display advertisements:** 5" x 7" ads will be placed in the Columbia Gorge News (both print and digital) and run for the duration of the comment period. Estimated costs for ad placements during this 6-week period is being developed, and initial estimates are shown in a table further below. [Note: EnviroIssues' anticipates having additional budget available in the direct expenses budget. It is recommended that any additional budget be used to also place ads on social media including ads in Spanish].
- **Social media posts (Facebook and Twitter):** The Port will use social media to spread the word about the comment period and virtual public meeting and will post at various times throughout the comment period. Social media content will also be translated in Spanish by Port staff. Below is a proposed schedule:
 - **Schedule:**
 - Week of Nov. 16: Announcement of the release of the SDEIS and start of the comment period.
 - Week of Nov. 30: Reminder about the Virtual Public Meeting on Dec. 3.
 - Week of Dec. 21: Final reminder about the comment period.
 - **Boosted Posts:** Facebook posts will be boosted to reach a larger audience.
 - **Translated Ads:** If desired, remaining consultant budget could be applied to placing ads on social media, including ads in Spanish.
- **Email to project stakeholders:** The Port will send email updates to the project email list and key stakeholders including Working Group members and elected officials. Similar to social media, email updates will be sent throughout the comment period.
 - **Schedule:**
 - Week of Nov. 16: Announcement of the release of the SDEIS and start of the comment period.
 - Week of Nov. 30: Reminder about the Virtual Public Meeting on Dec. 3.
 - Week of Dec. 21: Final reminder about the comment period.
 - **Translations:** Unless otherwise specified, Spanish emails will not be sent.
- **News release:** The Port will send one news release to announce the release of the SDEIS and the start of the public comment period (Nov. 13 or 16).
- **Website updates:** The Port will update the project website to include links to the SDEIS, information about how to comment, and details on the virtual public meeting. Website updates will be in place by the start of the comment period on Nov. 13.
- **Port's monthly newsletter:** The Port will share information about the SDEIS, comment period, and public meeting date in their regular newsletter. The next scheduled newsletter will be distributed in early December.
- **Radio advertisement (TBD):** If desired, Port staff can coordinate a radio announcement with bi-coastal.

Public comment opportunities

The Port will offer a variety of ways that the public can submit comments on the SDEIS, including options that are online, by phone and mail. In-person opportunities will also be available per NEPA requirements, but in limited capacity given current public health guidelines.

The virtual public meeting will be an important tool for collecting public comments. The public meeting will provide opportunities for people to submit both verbal and written comments, as described earlier

in this plan. In addition to the public meeting, the Port will collect public comments throughout the entire public comment period using the following methods:

Method	How it will be used
Online	<p>Email: People can email their SDEIS comments to newbridge@portofhoodriver.com with required subject line “SDEIS Public Comment”</p> <p>Online comment form: People can submit their comment using an online comment form posted to the Port’s website. <i>If desired, additional questions including contact info or demographic info could be collected using this form.</i></p>
Phone	<p>People can call (541) 386-1645 and leave their comment via voicemail. Port staff will be available to help transcribe voicemails received in Spanish. <i>Note: it is recommended that this be set up as a voicemail service only.</i></p>
Mail	<p>People can submit written comment to the following address. Mailed comments must be postmarked before the end of the comment period.</p> <p>1000 E. Port Marina Drive, Hood River, OR 97031</p>
In-person	<p>People can drop off hand-written comments at the Port’s office.</p>

Informational materials

The consultant team will prepare other informational materials that the Port can use to help share information about the SDEIS, comment period, and virtual public meeting. These include:

- **Factsheet/newsletter:** The factsheet/newsletter will provide information on the project timeline, SDEIS overview, and how people provide comments. The factsheet/newsletter will be translated into Spanish and posted to the Port’s website by Nov. 13 with the start of the public comment period.
- **Website:** The project website will be updated to include the latest information on the project, including schedule, SDEIS overview and information on the SDEIS public meeting and comment period. The public meeting presentation will also be posted to the project website after the meeting occurs. Website updates will be made by Nov. 13.
- **Flyer:** A flyer notifying people about the public comment period and the public meeting will be prepared and can be distributed to toll booth workers and available at the Port’s office. The flyer can also be shared electronically. [Note: this item is not specified in EI’s scope, but likely can be accommodated under the remaining budget for informational materials, if desired].

Document distribution

Hard copies of the SDEIS will be delivered to local libraries. The Port staff will coordinate printing of the document and process to drop the document off in compliance with COVID guidelines and the guidelines of each individual library. Suggested libraries include:

- Hood River Library
- White Salmon Valley Community Library
- Parkdale Library
- Cascade Locks Library
- The Dalles Wasco County Library

Legal notices: It is not anticipated that a legal notice in a local paper will be required. Consultant team members are confirming with FHWA.

Estimated expenses (costs are being confirmed)

Below is a breakdown of estimated expenses through the end of the SDEIS comment period. If possible, it is recommended that any remaining budget be used to better reach and serve the low-income and Spanish speaking communities that have been harder to engage during COVID.

Item	Consultant	Port	Total
Print ad (CGN)	\$360		\$360
Digital ads (CGN)	\$375.00		\$375.00
Boosted FB Posts		\$200	\$200
Radio ad		TBD	
Printing		TBD	
Translation of factsheet/newsletter	\$370		\$370
Closed captioning meeting recording & translating	\$240		\$240
<i>Court reporter (scoped, although not anticipated to be needed)</i>	\$100		---
Subtotal			
TOTAL	\$1,345		\$1,545

-###-



*ok to pay
Greenwood
Bridge Replacement*

10/26/2020
\$51,956.71

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: October 26, 2020
Invoice No: 1000249
Project No: 80550A

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

Project Name: Hood River Bridge Replacement
Project Manager: Angela Findley
Customer Order No: 2018-01
Invoice Description: Invoice 26 PE 30Sep20

Services provided from September 01, 2020 to September 30, 2020

**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	\$32,555.82	\$0.00	\$30,043.29	\$30,043.29	\$2,512.53	92.28%	92.00%
1	Project Management	\$493,710.10	\$11,291.43	\$372,706.88	\$383,998.31	\$109,711.79	77.78%	73.56%
2	Public Involvement	\$244,109.91	\$6,466.50	\$145,028.96	\$151,495.46	\$92,614.45	62.06%	65.08%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
5	Environmental	\$1,595,448.56	\$29,597.44	\$1,173,451.96	\$1,203,049.40	\$392,399.16	75.41%	74.58%
6	Engineering	\$466,850.60	\$3,406.66	\$386,143.69	\$389,550.35	\$77,300.25	83.44%	84.50%
7	Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%
8	Permit Assistance	\$154,560.70	\$1,194.68	\$148,743.24	\$149,937.92	\$4,622.78	97.01%	97.50%
9	Contract Contingency	\$31,487.29	\$0.00	\$0.00	\$0.00	\$31,487.29	0.00%	0.00%
Totals		\$3,148,000.00	\$51,956.71	\$2,385,286.37	\$2,437,243.08	\$710,756.92	77.42%	76.76%

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

Date: September 27, 2020

To: Kevin Greenwood, POHR

From: Steve Siegel

Subj: Contract Amendments for Calendar Year 2021

This memo responds to your request for proposed contract amendments to address work during Calendar Year 2021. This memo shows the proposed contract amendments and some background calculations explaining what I assumed would be required.

Contract Amendments

1. Governance contract will be amended to include all 2021 work and budget.
2. NEPA contract will be terminated, and remaining funding will be transferred to the governance contract.
3. I assume the current governance contract budget will be fully expended this year, and therefore nothing will carryforward to 2021. I assume about \$50,000 will be remaining in the NEPA contract to be transferred to the Governance Contract (as of August 31st there was about \$52,240 remaining in the NEPA contract).
4. Required amendments to Governance Contract:
 - a. Exhibit A, scope and budget, to existing Governance Contract will be fully replaced with a new Exhibit A, which is attached to this memo.
 - b. The termination date in Section 3 of the Governance Contract will be changed to December 31, 2021.
 - c. The compensation shown in Section 6 of the Governance Contract will be increased by \$200,575.00 to a total of \$275,575.00 (which includes the \$75,000 spent in calendar year 2020).

Funding Plan

1. Governance contract will be amended to include all 2021 work and budget.
2. To pay the \$200,575.00 of new work that is being added to the Governance Contract, \$50,000 will come from carryover from the terminated NEPA contract and the remaining \$150,575.00 will need to be new money from your reserves.

Background Data

1. The 180 hours proposed for on-call project assistance assumes on average you would request 15 hours per month.
1. The background calculations for the hours spent on governance are attached.

**EXHIBIT A
SCOPE OF WORK**

Fee Category 1: Governance	515
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Prepare and seek concurrence on legislation establishing a bi-state authority to oversee the design, development, construction, and operation of the Replacement Bridge.

- Support legislative activities during 2021 Legislative Session
- Prepare 1-2 drafts of bi-state authority legislation
- Meet with BSWG to review drafts of bi-state authority legislation
- Support BSWG efforts to review bi-state authority with stakeholders
- Coordinate with OR and WA attorneys as to legal issues
- Review final "interim committee" draft with BSWG
- Prepare for and participate in Interim committee presentations
- Prepare responses to interim committee questions
- Prepare revised bill draft, as necessary based in interim committee meetings
- Meet with BSWG to review final bi-state authority legislation proposal

Fee Category 2: Project Assistance	180
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On-call services to support efforts of Project Director, Port of Hood River, and Bi-State Working Group to analyze project issues, manage project activities, and select courses of action. As requested:

- Review consultant scopes of work
- Review procurement materials
- Assess issues for Project Director
- Assess issues for BSWG
- Review traffic and toll revenue studies
- Prepare finance plans
- Review grant applications
- Other technical and coordinative assistance, as requested.

Budget

Total Hours	695
Professional Services Fee (at \$285 per hour)	\$198,075.00
Expenses	\$2,500.00
Total Budget	\$200,575.00

Governance: Background Calculations of Hours

CALENDAR YEAR 2021			
Governance	Hours	Start	End
Support 2021 Legislation	40	1-Jan	30-Jun
Prepare 1st draft of bi-state authority legislation	160	1-Jan	30-Apr
Review 1st draft with BSWG	10	1-May	31-May
Prepare 2nd draft of bi-state legislation	60	1-Jun	30-Jun
Review 2nd draft with BSWG	10	1-Jul	30-Jul
Review 2nd draft with Stakeholders	20	1-Jul	15-Sep
Coordinate with OR and WA attorneys as to legal issues	20	1-Jul	15-Sep
Prepare final draft of bi-state legislation	40	15-Sep	30-Sep
Review final "interim committee" draft with BSWG	10	1-Oct	15-Oct
Prepare for and participate in Interim committee presentations	40	15-Oct	30-Nov
Responses to interim committee questions	20	1-Dec	15-Dec
BSWG review of interim committee conclusions	5	1-Dec	31-Dec
Prepare revised bill draft, as necessary based in interim committee	40	1-Dec	31-Dec
Contingency	40		
Total Hours	515		

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Commission Memo



Prepared by: Fred Kowell
 Date: November 3, 2020
 Re: Financial Review for the Three Months
 Ended September 30, 2020

Attached are the following four reports for financial review:

- 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 year-to-date by 12% as compared to FY 2019-20, as the coronavirus pandemic has impacted vehicle traffic. One thing to note is that we are seeing a flattening of traffic between 10-12% lower than the year before. I can extrapolate that our traffic volumes will continue at this level until the pandemic is mitigated. Revenues are down 17% as compared against last year this time. Although we are on target with our budget, we are seeing more customers shift to Breezeby as this pandemic continues which explains the revenue difference between the years. The good news is that traffic counts are more predictable and are showing a flattening trend, which most likely will continue for a while.

Schedule of Expenditures by Cost Center by Fund

Personnel Services is slightly higher than the budget due to the seasonality of the 1st quarter, with interns and seasonal workers being a large portion of the cost. However, it should be noted that we will have 27 pay periods for the fiscal year which hasn't happened in over 10 years. So, our personnel services will run slightly higher than the budget for the remainder of the year. Staff will keep a close eye on this to see what we can do over the winter months to mitigate the impact of 27 pay periods.

Materials & Services is tracking well below budget overall, with only three asset centers that will overspend their Materials & Services by year end. Due to the pandemic, the Port used porta potties and dumpsters at the Waterfront and Marina Park instead of opening our restrooms. This was done to mitigate risks to staff from exposure to the virus. Port staff is preparing a CARES Act reimbursement for these costs and our hope is that we will be reimbursed. The CARES Act request will be \$102,870.

Capital Outlay is tracking well below budget as most of the capital projects are moving forward or staff is waiting for the latest invoices from these projects (i.e., Big 7 roof) The Airport North Apron Rehabilitation project is on track with another month of work to completion.

Schedule of Revenues

Toll revenues are slightly ahead of budget as the budget was reduced due to the uncertainty of the impact the pandemic will have to our bridge revenues. As described above we are seeing a flattening of the bridge traffic which, if nothing changes, will be in line with our budget.

Our leased properties overall are slightly below budget due to some leases being deferred and others being waived. That said, the variance between budget and actuals will start to decrease over the next 2 quarters.

Waterfront parking should outperform the budget with a strong 1st quarter result. As street parking moves into the fall and winter months, revenues will be significantly reduced, however, revenues will meet and beat the budget in the spring.

Waterfront Recreation looks like it is ahead of budget but this can be deceiving since pass revenues should be higher. With the Port selling passes earlier in the season, revenues have been extended over a longer period. Also, Events and Concessions and their related revenues have been significantly impacted for the summer and the hope is that the spring will bring back those two forms of revenue.

The Marina and Airport leases are billed at the beginning of January so those revenues will be recorded in the following quarter.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, staff will need to keep an eye on personnel expenditures for the remainder of the year. Lease revenues should come back on track over the next two quarters with deferments expiring and payments being made based upon the payment plans provided to tenants. Bridge traffic and the related revenues will continue to lag prior year numbers but are in line with the budget. Overall, the Port is doing fine in certain areas (i.e., Materials & Services, Capital Outlay and Debt Service) but will need to be watchful to changes in revenues, if any, and personnel services for the remainder of the year.

Accounts Receivables Update – With the exceptions of those on a payment plan (i.e., deferments, waivers, etc.) receivables are in line based upon aging. There are a few tenants (i.e., Electronic Assemblers, etc.) that staff is working with regarding differences between what we have recorded and what they have on their books. These should be resolved over the next month.

I am available at your convenience to discuss this matter in more detail.

RECOMMENDATION: Discussion.

**PORT OF HOOD RIVER
Bridge Traffic and Revenue Report
For the Year Ended June 30, 2020 and Four Prior Years**

	2016-17		2017-18		2018-19		2019-20		2020-21		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	382,194	\$ 653,208	0.88	1.08
AUG	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	389,379	\$ 506,045	0.90	0.82
SEPT	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	341,474	\$ 460,173	0.88	0.84
OCT	357,180	\$ 337,294	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481			0.00	0.00
NOV	330,795	\$ 313,529	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364			0.00	0.00
DEC	285,209	\$ 260,625	324,278	\$ 298,530	395,038	\$ 408,966	327,627	\$ 416,540			0.00	0.00
Calendar Year Total	4,280,160	\$4,028,417	4,377,500	\$ 4,038,137	4,546,163	\$ 5,969,681	4,328,694	\$ 5,896,268	2,884,343	\$ 3,738,619	0.88	0.83
JAN	245,670	\$ 238,709	327,522	\$ 293,677	323,461	\$ 428,669	313,603	\$ 360,066			0.00	0.00
FEB	266,202	\$ 244,472	296,977	\$ 387,737	241,313	\$ 302,296	325,895	\$ 395,221			0.00	0.00
MAR	350,470	\$ 324,146	357,160	\$ 501,543	345,915	\$ 437,390	274,160	\$ 255,792			0.00	0.00
APR	362,559	\$ 334,362	362,150	\$ 491,217	346,668	\$ 459,806	236,700	\$ 4,393			0.00	0.00
MAY	399,271	\$ 368,296	407,141	\$ 564,038	370,757	\$ 523,822	288,565	\$ 353,299			0.00	0.00
JUN	408,626	\$ 421,541	406,529	\$ 566,765	395,038	\$ 587,179	332,373	\$ 750,423			0.00	0.00
Fiscal Year Total	4,243,153	\$4,024,985	4,502,181	\$ 4,911,588	4,411,836	\$ 5,903,866	4,076,838	\$ 5,276,299	1,113,047	\$ 1,619,426	0.88	0.83

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PORT OF HOOD RIVER
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
 BUDGET AND ACTUAL - 25% THROUGH THE BUDGET
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2020

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>	1,232,200	323,253	908,947	26%	1,662,500	173,119	1,489,381	10%	306,000	-	-	306,000	0%	-	-	-	-	3,200,700	496,371	2,704,329
<i>Industrial Facilities</i>																				
Big 7	59,800	16,642	43,158	28%	171,200	29,205	141,995	17%	350,000	7,048	7,048	342,952	2%	-	-	-	-	581,000	52,896	528,104
Jensen Property	68,400	19,029	49,371	28%	214,700	25,297	189,403	12%	195,000	6,063	6,063	188,937	3%	1,986,000	1,904,693	81,307	96%	2,464,100	1,955,081	509,019
Maritime Building	43,000	11,951	31,049	28%	82,800	5,353	77,447	6%	20,000	-	-	20,000	0%	-	-	-	-	145,800	17,304	128,496
Halyard Building	66,300	18,482	47,818	28%	329,500	55,743	273,757	17%	28,000	-	-	28,000	0%	-	-	-	-	423,800	74,225	349,575
Timber Incubator Building	31,000	8,608	22,392	28%	37,500	3,563	33,937	10%	15,000	-	-	15,000	0%	-	-	-	-	83,500	12,170	71,330
Wasco Building	54,000	14,788	39,212	27%	97,000	10,041	86,959	10%	50,000	-	-	50,000	0%	-	-	-	-	201,000	24,829	176,171
Hanel Site	38,200	10,080	28,120	26%	26,900	6,120	20,780	23%	1,730,000	3,760	3,760	1,726,240	0%	153,500	-	153,500	0%	1,948,600	19,960	1,928,640
	360,700	99,580	261,120	28%	959,600	135,322	824,278	14%	2,388,000	16,871	16,871	2,371,129	1%	2,139,500	1,904,693	234,807	89%	5,847,800	2,156,466	1,762,694
<i>Commercial Facilities</i>																				
State Office (DMV) Building	26,200	7,122	19,078	27%	47,700	12,305	35,395	26%	15,000	-	-	15,000	0%	-	-	-	-	88,900	19,427	69,473
Marina Office Building	41,700	11,663	30,037	28%	51,300	4,714	46,586	9%	28,000	-	-	28,000	0%	-	-	-	-	121,000	16,377	104,623
Port Office Building	40,300	11,249	29,051	28%	41,700	2,405	39,295	6%	140,000	9,796	9,796	130,204	7%	-	-	-	-	222,000	23,450	198,550
	108,200	30,034	78,166	28%	140,700	19,424	121,276	14%	183,000	9,796	9,796	173,204	5%	-	-	-	-	431,900	59,254	372,646
<i>Waterfront Industrial Land</i>	89,400	23,717	65,683	27%	215,400	42,119	173,281	20%	4,475,000	18,797	18,797	4,456,203	0%	160,100	-	160,100	0%	4,939,900	84,634	4,855,266
<i>Waterfront Recreation</i>																				
Eventsite	137,900	38,431	99,469	28%	62,200	31,767	30,433	51%	41,000	168	168	40,832	0%	-	-	-	-	241,100	70,366	170,734
Hook/Spit/Nichols	56,900	15,423	41,477	27%	47,500	21,435	26,065	45%	56,000	11,150	11,150	44,850	20%	-	-	-	-	160,400	48,009	112,391
Marina Park	192,800	50,979	141,821	26%	69,600	29,685	39,915	43%	140,000	2,000	2,000	138,000	1%	-	-	-	-	402,400	82,664	319,736
	387,600	104,833	282,767	27%	179,300	82,887	96,413	46%	237,000	13,318	13,318	223,682	6%	-	-	-	-	803,900	201,039	602,861
<i>Marina</i>	169,500	44,392	125,108	26%	130,100	20,450	109,650	16%	145,000	-	-	145,000	0%	92,500	90,876	1,624	98%	537,100	155,718	381,382
<i>Airport</i>	163,400	42,518	120,882	26%	158,100	29,687	104,680	19%	4,513,900	3,011,647	3,011,647	1,502,253	67%	-	-	-	-	4,835,400	3,083,853	1,751,547
Administration	27,500	-	27,500	0%	270,400	38,508	231,892	14%	304,000	-	-	304,000	0%	-	-	-	-	601,900	38,508	563,392
Maintenance	-	-	-	-	151,800	37,078	114,722	24%	95,000	-	-	95,000	0%	-	-	-	-	246,800	37,078	209,722
<i>Total Expenditures</i>	2,538,500	668,328	1,870,172	26%	3,867,900	578,594	3,265,573	15%	12,646,900	3,070,429	3,070,429	9,576,471	24%	2,392,100	1,995,569	396,531	83%	21,445,400	6,312,921	13,203,839
Bridge Repair & Replacement Fund	290,100	75,976	214,124	26%	1,435,700	339,069	1,096,631	24%	4,090,000	5,420	5,420	4,084,581	0%	109,100	-	109,100	0%	5,924,900	420,465	5,504,435
General Fund	189,600	54,199	135,401	29%	548,150	96,970	451,180	18%	-	-	-	-	-	-	-	-	-	737,750	151,170	586,580

Unfavorable Variance - Expenditures

Personnel Services is tracking higher than budget (7/27 payperiods=26%) due mostly to the seasonal time of the year, but this year we have 27 pay periods in the year which Port staff will need to keep a watchful eye on over the remainder of the year. Materials & Services is higher than budget for Waterfront recreation due to the closure of our restrooms and using contract services for portable restrooms and dumpster removals. Capital Outlay is well below budget for some projects as they have not started or just started in the first quarter like the Big 7 roof. However, the airport is right on target with some work being completed in the 2nd quarter.

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PORT OF HOOD RIVER
Schedule of Revenues by Cost Center By Fund
Budget to Actuals - 25% Through Budget
For the Three Months Ended September 30, 2020

	REVENUES				
	Budget	Actual	Total	Variance	%
REVENUE FUND					
<i>Toll Bridge</i>					
Bridge Tolls	5,846,500	1,612,318	1,612,318	(4,234,182)	28%
Cable Crossing Leases	12,500		-	(12,500)	0%
Other	1,030,000	30,937	30,937	(999,063)	3%
	6,889,000	1,643,254	1,643,254	(5,245,746)	24%
<i>Industrial Facilities</i>					
<i>Big 7</i>					
Lease Revenues	359,000	70,080	\$ 70,080	(288,920)	19% Sonic Aerospace vacated
Reimbursements/Other	86,800	12,643	\$ 12,643	(74,157)	
<i>Jensen Property</i>					
Lease Revenues	524,000	112,566	112,566	(411,434)	19% Note 1
Reimbursements/Other	90,600	6,049	6,049	(84,551)	
Financing Source	50,000	48,156			
<i>Maritime Building</i>					
Lease Revenues	473,900	87,623	87,623	(386,277)	18% Note 1
Reimbursements/Other	-		-	-	
<i>Halyard Building</i>					
Lease Revenues	288,800	1,155	1,155	(287,645)	9% Deferred lease payments
Reimbursements/Other	275,700	48,155	48,155	(227,545)	
<i>Timberline Incubator Building</i>					
Lease Revenues	94,800	21,460	21,460	(73,340)	21% Note 1
Reimbursements	16,700	1,858	1,858	(14,842)	
<i>Wasco Building</i>					
Lease Revenues	313,500	62,898	62,898	(250,602)	20% Note 1
Reimbursements	-		-	-	
<i>Hanel</i>					
Land Sales	734,400	-	-	(734,400)	
Other Financing Sources	1,730,000	-	-	(1,730,000)	0%
	5,038,200	472,643	424,488	(4,563,712)	9%
<i>Commercial Facilities</i>					
<i>State Office (DMV) Building</i>					
Lease Revenues	36,000	9,951	9,951	(26,049)	28%
Reimbursements	-		-	-	
<i>Marina Office Building</i>					
Lease Revenues	96,400	16,778	16,778	(79,622)	16% Waived lease payments
Reimbursements	22,300	2,654	2,654	(19,646)	
<i>Port Office Building</i>					
Lease Revenues	48,550	12,137	12,137	(36,413)	25%
Reimbursements	-		-	-	
	203,250	41,521	41,521	(161,729)	20%
<i>Waterfront Industrial Land</i>					
Lease Revenues	0	0	0	-	100%
Grants	10,750	-	-	(10,750)	
Parking	98,300	85,527	85,527	(12,773)	87%
Other Income	5,000	6,715	6,715	1,715	134%
Financing Source	4,350,000	-	-	(4,350,000)	
	4,464,050	92,242	92,242	(4,371,808)	2%
<i>Waterfront Recreation</i>					
<i>Eventsite, Hook and Spit</i>					
Eventsite - Passes/Permits and Concessions	172,500	59,089	59,089	(113,411)	34%
Hook/Spit/Nichols	8,300	3,600	3,600	(4,700)	43%
<i>Marina Park</i>					
Sailing Schools, Showers and Events	9,500	1,850	1,850	(7,650)	19%
Lease Revenues	7,200	1,849	1,849	(5,351)	26%
Reimbursements	2,600	4,835	4,835	2,235	186%
	200,100	71,223	71,223	(128,877)	36%
<i>Marina</i>					
Lease Revenues	236,900	4,969	4,969	(231,931)	2% January billing
Moorage Assessment	84,900	-	-	(84,900)	0%
Reimbursements/Other	49,300	6,348	6,348	(42,952)	13%
Grant	27,050	-	-	(27,050)	0%
	398,150	11,317	11,317	(386,833)	3%
<i>Airport</i>					
Lease Revenues	213,800	14,602	14,602	(199,198)	7% January billing
Reimbursements	19,700	3,503	3,503	(16,197)	18%
Grants	3,769,000	670,321	670,321	(3,098,679)	18%
Other Financing Sources	-		-	-	
	4,002,500	688,426	688,426	(3,314,074)	17%
Budget to Actual Revenues	21,195,250	3,020,626	2,880,229	(13,800,971)	14%
Revenues less Other financing sources	11,258,450	2,319,368	2,178,971	(3,585,429)	21%
GENERAL FUND					
Property taxes	75,000	765	765	(74,235)	1% November Collections
Other Sources	7,000	567			
Transfers from other funds	687,750	151,170	151,170	(536,580)	22%
	\$ 769,750	\$ 152,502	\$ 151,935	\$ (610,815)	20%
BRIDGE REPAIR & REPLACEMENT FUND					
Grants	2,060,800	-	-	(2,060,800)	0%
Transfers from other funds	\$ 2,715,300	\$ 420,465	420,465	(2,294,835)	15%

Note 1: Annually we true-up those tenants on the new lease structure with the costs incurred over the previous 12 months. The budget is completed before these adjustments are made thus causing a difference in what is projected (budget) and what actually is the true-up going forward.

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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 THREE MONTHS ENDED SEPTEMBER 30, 2020

OPERATING REVENUES	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport				Administration Maintenance
Tolls	\$ 1,643,254									\$ 1,643,254	
Leases		\$ 355,783	\$ 38,867	\$ 0	\$ 1,849	\$ 4,969	\$ 14,602			416,069	
Reimbursements		68,705	2,654		4,835	6,348	3,503			86,045	
Fees, Events, Passes and Concessions				85,527	64,539					150,066	
Property taxes								765		765	
Total Operating Revenues	1,643,254	424,488	41,521	85,527	71,223	11,317	18,105	-	765	2,296,199	
Operating Expenses											
Personnel Services	323,253	99,580	30,034	23,717	104,833	44,392	42,518	-	54,199	75,976	798,503
Materials & Services	173,119	135,322	19,424	42,119	82,887	20,450	29,687	75,586	96,970	339,069	1,014,634
Total Operating Expenses	496,371	234,902	49,458	65,837	187,720	64,842	72,206	75,586	151,170	415,045	1,813,137
Operating income/(Loss)	1,146,883	189,586	(7,937)	19,690	(116,498)	(53,525)	(54,101)	(75,586)	(150,405)	(415,045)	483,062
Other Resources											
Income from other sources	-	48,156		6,715	-	-	-	1,562	567	3,459	60,459
Grants							670,321	25,566	-	-	695,887
Sale of land	-			-	-	-	-	-	-	-	-
Note receivables	-			-	-	-	-	-	-	-	-
Total Other Resources	-	48,156	-	6,715	-	-	670,321	27,128	567	3,459	756,346
Other (Uses)											
Capital projects	-	(16,871)	(9,796)	(18,797)	(13,318)	-	(3,011,647)	-	-	(5,420)	(3,075,849)
Debt service	-	(1,904,693)	-	-	-	(90,876)	-	-	-	-	(1,995,569)
Total Other (Uses)	-	(1,921,564)	(9,796)	(18,797)	(13,318)	(90,876)	(3,011,647)	-	-	(5,420)	(5,071,418)
Transfers In/(Out)	(420,465)							(151,170)	151,170	420,465	-
Net Cashflow	\$ 726,418	\$ (1,683,823)	\$ (17,733)	\$ 7,608	\$ (129,816)	\$ (144,402)	\$ (2,395,427)	\$ (199,627)	\$ 1,332	\$ 3,459	\$ (3,832,010)

BUDGET VS ACTUAL PERFORMANCE

FY 2020-21 Budget

Operating revenues - Budget	\$ 5,859,000	\$ 2,523,800	\$ 203,250	\$ 103,300	\$ 200,100	\$ 371,100	\$ 233,500	\$ -	\$ 75,000	\$ -	\$ 9,569,050
Operating revenues - Actuals	1,612,318	424,488	41,521	92,242	71,223	11,317	18,105	-	765	0	2,271,978
Actuals greater/(Less) than budget	(4,246,682)	(2,099,312)	(161,729)	(11,058)	(128,877)	(359,783)	(215,395)	-	(74,235)	-	(7,297,072)
	28%	17%	20%	89%	36%	3%	8%		1%	100%	24%
Operating expenses - Budget	2,894,700	1,320,300	248,900	304,800	566,900	299,600	321,500	449,700	737,750	1,725,800	8,869,950
Operating expenses - Actuals	496,371	234,902	49,458	65,837	187,720	64,842	72,206	75,586	151,170	415,045	1,813,137
Actuals (greater)/Less than budget	2,398,329	1,085,398	199,442	238,963	379,180	234,758	249,294	374,114	586,580	1,310,755	7,056,813
	17%	18%	20%	22%	33%	22%	22%		20%	24%	20%
Other Resources - Budget	1,030,000	\$ 1,780,000	-	4,360,750	-	27,050	3,769,000	166,000	7,000	5,294,300	16,434,100
Other Resources - Actuals	30,937	48,156	-	-	-	-	670,321	27,128	567	3,459	780,567
Actuals greater/(Less) than budget	(999,063)	(1,731,844)	-	(4,360,750)	-	(27,050)	(3,098,679)	(138,872)	(6,433)	(5,290,841)	(15,653,533)
Other (Uses) - Budget	306,000	4,527,500	183,000	4,635,100	237,000	237,500	4,513,900	399,000	-	4,199,100	\$ 19,238,100
Other (Uses) - Actuals	-	1,921,564	9,796	18,797	13,318	90,876	3,011,647	-	-	5,420	\$ 5,071,418
Actuals (greater)/Less than budget	306,000	2,605,936	173,204	4,616,303	223,682	146,624	1,502,253	399,000	-	4,193,681	14,166,682
	0%	42%	5%	0%	6% ₃₇	38%	67%	0%	#DIV/0!	0%	26%
Net Position - Budget vs Actuals	\$ (2,541,417)	\$ (139,823)	\$ 210,917	\$ 483,458	\$ 473,984	\$ (5,452)	\$ (1,562,527)	\$ 634,242	\$ 505,912	\$ 213,594	\$ (1,727,110)

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Executive Director's Report

November 3, 2020

Administrative

- The final proposed agenda for the Fall Planning Meeting is attached. The meeting will be on November 10 starting at 1:30 and conducted via Zoom.
- Various actions and efforts underway with regard to COVID-19 pandemic:
 - Oregon OSHA released the final draft of temporary rules, set to go into effect November 1, for workplace safety measures related to COVID-19. The temporary rules are good for 180 days. OSHA intends to hold a public process to make them permanent until the end of the pandemic. These rules contain a number of new requirements and a tight deadline for compliance. I have asked Genevieve to take the lead on the various steps required which include an assessment of The Port's facilities, practices, employee surveys, staff training, and signage.
 - Governor Brown extended a [declaration of a state of emergency](#) regarding COVID-19 for an additional 60 days, until January 2, 2021.
 - Divco was retained to adjust all HVAC units in all Port buildings to ensure compliance with air exchange standards and filter requirements.
- Staff has arranged two meetings to brief local State elected officials on Port activities. A Zoom meeting is set with Rep. Anna Williams on November 9. The meeting with Senator Thomsen will be rescheduled.

Recreation/Marina

- The lease agreements that were approved by the Commission on October 20 for waterfront schools and food concessionaires are being finalized.
- All trash can were removed from the waterfront in spring for COVID-exposure risk mitigation, replaced by dumpsters at select sites. We typically do not have trash cans during the winter months. At this time, all dumpsters have been removed except for the moorage parking lot. Due to continued waterfront use, we are now seeing trash left at various locations and negative feedback from some users. Staff is considering reinstalling small dumpsters at high use sites.

Development/Property

- The storm line connection from the Halyard Building site to the new storm line has been successfully installed. This was a very challenging connection to make due to a large number of existing utilities in the work area and a quick timeline. Zeller Excavating and

the City's contractor were able to coordinate their work extremely well, City engineering staff was very responsive and John Mann managed the work with great diligence.

- One outcome of the new connection, however, is that the Building Inspector for the Pfriem expansion project has stated that the Occupancy permit will not be issued until an ADA-compliant driveway apron is installed. Staff is working with the City to delay this requirement until next fiscal year.

Airport

- The concrete pad for the fuel tank was poured on October 29th.
- One outcome of the COVI project is a grade difference between the new asphalt and Jeannette Rd. This has caused water to pond on Jeannette Rd. and eliminates a turn-around for snow plows and fire trucks. Anne is working with the adjacent homeowner to resolve this situation.
- The application for a COAR grant to fund a new Av-gas tank has been submitted to the State.
- The motorized gate for the north end of Orchard Road was installed the week of October 19th. The original electric connection proved not possible and the new route will mean some additional expense for wiring. Port crews will trench and install conduit.

Bridge/Transportation

- Per the attached press release, the bridge will be closed to all vehicle traffic for 5 hours starting at 11:00 p.m. on Thursday, November 5 until 4:00 a.m. the morning of Friday, November 6. Facilities staff will be installing shims to the lift span bearings. This is intended to alleviate a longstanding condition where the weight of one side of the lift span is being carried by the wire ropes. Direct contact has been made to public safety agencies and 911 call centers on both sides of the river.
- Deck welding is scheduled for two weeks in November. Six-point welds will be installed at all points where cracks have occurred. This detail takes longer but has proven to be much more durable.

Agenda
2020 Fall Planning Work Session
 November 10, 2020, 1:00 – 5:00 P.M.
 Via Remote Video Conference and Marina Center Boardroom

- I. Overview/Objectives** 5 min. *John Everitt*
- II. Financial Overview** 25 min. *Fred Kowell*
- Financial Summary
 - COVID Impacts
- III. Discussion Topics**
- A. 2021-26 Strategic Business Plan** 60 min. *Genevieve/Michael*
Goal: Re-start the SBP preparation process, review progress status prior to delay, determine scope of additional public outreach and discuss preliminary list of key strategies.
- **Discussion Focus:**
 - Situation Assessment Review
 - Key Assumptions Review
 - Second Public Outreach Scope
- B. Hood River Bridge Replacement** 60 min. *Kevin/Michael*
Goal: Discuss and finalize key advocacy actions, roles and responsibilities for bridge replacement legislative authority and funding.
- **Discussion Focus:**
 - Phase 2 Contracts funded by both HB2017 and BUILD.
 - Use of HB2017 and/or Feb. 2018 tolls as match to BUILD.
 - Legislative Goals and Strategy for Bridge Replacement.
- C. Real Estate Development Strategy** 60 min. *Anne/Michael*
Goal: Review funding availability and finalize priority projects, objectives, and primary next steps for advancing real estate development projects.
- **Discussion Focus:** Development project action list
- D. Airport Noise Mitigation** 30 min. *Anne/Michael*
Goal: Consider Airport Noise Committee recommendations for operational changes at the airport and discuss enforcement capabilities.
- **Discussion Focus:** Noise reduction priority projects
- IV. Other Issues – open discussion time permitting.**
- Near Term Bridge Capital Upgrades and Repairs
 - Ordinance 24 modifications
 - Staff succession planning
 - Toll System

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5-Hour Late Night Full Bridge Closure Coming Next Week for Repairs to Lift Span

The Hood River-White Salmon Interstate Bridge will be closed to all vehicle traffic for 5 hours starting at 11:00 p.m. Thursday night, November 5 until 4:00 a.m. the morning of Friday, November 6.

This total closure is required for repairs to the bridge's lift span bearings. Bridge access will be closed at the Washington and Oregon approach ramps and motorists must use alternate routes to cross the Columbia River during these hours. The closest crossings are the Bridge of the Gods to the west and The Dalles Bridge to the east.

Emergency response vehicles will need to coordinate emergency crossings through their 911 dispatch departments, but there will be extended periods during which no crossings are possible.

For more information, contact the Port of Hood River via email to porthr@gorge.net.

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Se acerca el cierre completo del puente de 5 horas a altas horas de la noche próxima semana para reparaciones para levantar el palmo

El puente interestatal Hood River-White Salmon estará cerrado al tráfico de vehículos durante 5 horas a partir de las 11:00 p.m. La noche del jueves 5 de noviembre hasta las 4:00 a.m. de la mañana del viernes 6 de noviembre.

Este cierre total es necesario para las reparaciones de los cojinetes del tramo de elevación del puente. El acceso al puente estará cerrado en las rampas de acceso de Washington y Oregon y los automovilistas deben usar rutas alternativas para cruzar el río Columbia durante estas horas. Los cruces más cercanos son el Bridge of the Gods al oeste y el Dalles Bridge al este.

Los vehículos de respuesta a emergencias deberán coordinar los cruces de emergencia a través de sus departamentos de despacho del 911, pero habrá períodos prolongados durante los cuales no serán posibles los cruces.

Para obtener más información, comuníquese con el puerto de Hood River por correo electrónico a porthr@gorge.net.

Port of Hood River

1000 E. Port Marina Drive, Hood River, OR 97031

portofhoodriver.com

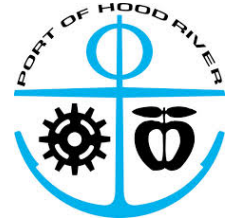
(541) 386-1645

Email: porthr@gorge.net

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Commission Memo



Prepared by: John Mann
Date: November 3, 2020
Re: Bi-Annual Bridge Deck Welding

The Port contracts bi-annually to complete needed repair welding to the steel grated bridge decking on the Hood River Interstate Bridge. We have worked with Bulldog Welding, whose crews are trained in the specific type of welding we do on the Bridge for many years.

The attached contract will cover work planned for November 9 through November 20. Bulldog Welding shall provide four (4) welders and equipment for 10 working days on the bridge with a not to exceed amount of \$25,600. The work will take place 7:30am-3:00pm Monday through Friday and will require single lane closures for the two week period.

RECOMMENDATION: Approve contract with Bulldog Welding for bridge deck welding not to exceed \$25,600.

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PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
And
Bulldog Welding.

**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 Columbia River Contractors Inc. (“Contractor”). The parties agree as follows:

Project Title: Bridge Welding Fall 2020

Purpose: To weld bridge decking starting on the north end of the south bound lane and completing as much welding as possible in the 10 day period.

Location of Work: 1000 E Port Marina Drive Hood River, OR. 97031

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: Bulldog Welding & Specialties, LLC.

Contact Person: Sheanna Schacher

Address: 6876 Wells Rd

City, State, ZIP: The Dalles OR. 07058

Business Telephone: 541-769-0556

Fax:

Email:

Oregon CCB License Number: 155219

Contract Amount Not To Exceed: \$25,600.00

***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: November 9 , 2020
 - b. Anticipated Final Completion Date: November 20, 2020
 - c. “Work Time In Calendar Days”: 10 working 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 agreed to in writing prior to signing.
 - 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; N/A as it is an emergency repair
 Exhibit G – Contractor’s Response to Quotation
 Exhibit H – W-9 Taxpayer Identification Number and Certification. To be submitted to Port.
 Exhibit I – ORS Chapter 279C Standard Terms for Public Works
 Exhibit J – ORS Chapter 279B Standard Terms
 Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

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

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

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Michael McElwee, Executive Director

Date

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

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 1000 East Port Marina Dr. Hood River OR, 97031

Bridge Welding Fall 2020, Hood River Interstate Bridge**SCOPE AND SPECIFICATIONS OF WORK**

The Contractor shall provide four (4) welders and provide ten (10), eight(8) hour work days of welding. The Port of Hood River will provide flagging operations for this work.

Deliverables

The Contractor shall provide 4 welders for 10 days from November 9, 2020 -November 20, 2020. 5 working days each week. The contractor shall work ten (10), eight (8) hours days. The hours include drive time from the Dalles. The contractor shall begin on the north end of the south bound lane.

Contract total: \$25,600.00

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 NOT TO EXCEED: \$25,600.00

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

John Mann
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO: Bulldog Welding & Specialties, LLC.

**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. **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.**

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

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

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

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

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

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

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

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

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

Signature

Date

Not Applicable

**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

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

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

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

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

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

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS

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

839-025-0020(2)(c).

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

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

Commission Memo



Prepared by: Michael McElwee
Date: November 3, 2020
Re: Event Site Seasonal Parking Agreement

For the last four years the Port has executed a temporary use agreement with Mt. Hood Meadows that allows parking at the Event Site for skier shuttle transportation to the Mountain. This year, Columbia Area Transit (CAT) has assumed responsibility for managing both shuttle operations and the parking agreement.

The attached parking permit is valid all days from November 15 through April 4. Skiers may park private vehicles in the Event Site parking Lot and board busses for travel to Mt. Hood Meadows Ski Area. There are multiple round trips back and forth during each day of operations. This year users will pay a \$5 fee per trip.

Approval of this agreement provides support to a major employer in Hood River County and facilitates an alternative means of transport to the mountain, reducing both vehicle congestion and carbon emissions.

RECOMMENDATION: Authorize Agreement with Columbia Area Transit for skier shuttle parking at the Event Site during the 20/21 ski season.

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Port of Hood River 2020/21 Guest Park & Ride Permit
Hood River County Transportation District

PORT OF HOOD RIVER

EVENT SITE PARKING LOT PERMIT

The PORT OF HOOD RIVER (hereafter “Port”) hereby authorizes Hood River County Transportation District, dba Columbia Area Transit (hereafter “Permittee”) to utilize the Port Waterfront Event Site parking lot (“Parking Lot”) for a seasonal park and ride shuttle parking location for Permittee’s guests subject to the terms of this Permit and applicable statutes, ordinances and rules.

The Port reserves the right, in the Port’s sole discretion, at any time during the term of this permit to require Permittee to cease operations for a specified period, to change Permittee’s permitted hours of operation, to change Permittee’s location of operation, to require removal or concealment of signs or other advertising used by Permittee, and reserves the right to restrict or prohibit the sale of any product by Permittee at the Parking Lot. The Port will provide two weeks’ notice prior to any change to this authorization.

The Event Site Parking Lot Permit will be valid for the following days (“ Permit Days ”):

- **All days between December 14, 2020 – April 4, 2021 from 7:00am – 6:00pm**

The fee for this Parking Lot use will be **\$2,000** which shall be paid no later than January 15, 2020.

Permittee will be allowed to post temporary-low impact (sandwich board) signage designating the Parking Lot as a park and ride and outlying the bus schedule during the Permit Days. Permittee shall not display any other advertising signs without the Port’s prior consent.

To the extent reasonably possible, Permittee shall refer to the “Port of Hood River Event Site” in flyers or electronic communication advertising or promoting the use of the Parking Lot for skier park and ride activities.

Permittee agrees to promptly remove any debris caused by or related to Permittee’s use of the Parking Lot and to keep the area in a clean condition.

Permittee shall comply with any conditions imposed by the City of Hood River applicable to Permittee’s activities at the Parking Lot. Failure to comply with those conditions will lead to the revocation of this Parking Permit.

The Port makes no representations that vehicular ingress or egress routes, or parking spaces will be accessible to Permittee or Permittee’s customers on Permit Days due to snow, ice or other conditions. Port will not be responsible for plowing or sanding of any part of the Parking Lot or Parking Lot entrance areas. Permittee acknowledges that the existing restroom facility near the Parking Lot will be closed; however, the Port will maintain a temporary restroom.

Permittee acknowledges that the Port has installed parking payment kiosks in the Parking Lot. Permittee shall inform its customers that Parking Lot requires a daily parking fee during Permit Days. Overnight parking in the Parking Lot is not allowed between the hours of 11:00 p.m. and 6:00 a.m. Overnight parking of Permittee’s employees or customers is not allowed unless prior arrangements are made with Port.

Port of Hood River 2020/21 Guest Park & Ride Permit
Hood River County Transportation District

Permittee agrees to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the Port with **insurance limits of a minimum of \$1,000,000**, to name the Port as additional insured, and to promptly provide to the Port proof of insurance during the Permit period.

Permittee agrees to hold the Port, the Port’s Commissioners, officers, employees or agents harmless from and to indemnify them against all losses, including expenses and attorneys’ fees incurred by them before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee’s negligence or wrongful acts on Port property or in any way connected with Permittee’s use of the Parking Lot to the extent any such loss is not covered by Permittee’s insurance.

The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the Permit.

In addition, the Port may revoke the permit, in its complete discretion, after giving Permittee at least fourteen (14) days prior notice of its intent to do so.

Permittee shall not be entitled to receive a refund of any part of the Permit fee nor be entitled to be compensated by the Port for damages of any kind caused by or related Permittee’s use of the Parking Lot or resulting from Port actions or restrictions, loss of parking during Permit Days or resulting from Port suspension or termination of this Permit.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2020.

PERMITTEE: _____
Patricia F. Fink, Executive Director
Hood River County Transportation District
P.O. Box 1147
Hood River, Oregon 97031
541-386-4202 x 1
patty.fink@catransit.org

PORT: _____
Michael S. McElwee, Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1138
mmcelwee@portofhoodriver.com



Columbia Area Transit
224 Wasco Loop
Hood River, OR 97031
rideCATbus.org
541-386-4202

October 16, 2020

Michael McElwee
Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031

Use of Port Lot for Winter Park & Ride

Dear Michael:

Thank you and your Board for considering our request to use the Hood River Port Event site again this year as a winter park & ride opportunity for our Gorge to Mountain Express (G2M) bus route. As you know the G2M route is provided in partnership with Mount Hood Meadows (MHM) ski resort and the US Forest service.

The G2M route is one of our most popular. Last year, our first year to run seven (7) days a week, we carried over 18,000 riders to the Mountain or back in the short 8-week period that it was running.

As you may remember, the COVID-19 pandemic became a major issue for Oregon in March and both the G2M and MHM operations were shut down two weeks early. Since then, both CAT and MHM have re-engineered every aspect of their operations to ensure the safety of their guest and employees.

While a full overview of the COVID-19 response can be found here for [MHM](#) and [CAT](#). Key elements include:

- Requiring riders to make a reservation and pay a fare in order to ride the bus – this way we can ensure we are complying with social distancing standards on the bus, limiting riders and avoiding long lines at the park & ride or up at the mountain.
- Requiring all riders and guest to wear masks (and providing them to folks who do not have them) while riding the bus and in all facilities up on the mountain.
- Offering hand sanitizer on the bus and at major facility touch points at Meadows' facilities.
- Wiping down key touch points on the bus and up at the Mountain throughout the day.
- Instituting a generous sick policy for employees and providing COVID-19 information to guests, including asking them to stay home if they are not feeling well.

- Cancelling the G2M services should the Governor declare another “stay at home order” for Oregon.

CAT values the strong partnership we have with the Port and MHM and while we understand this year poses different challenges, we can assure you that we will continue to do our utmost to keep the community and riders safe – whether by monitoring operations on the street or by keeping updated on practices that meet or exceed COVID prevention guidelines.

Thanks in advance for your consideration.



Patricia Fink
Executive Director
Hood River County Transportation District
dba Columbia Area Transit - CAT
patty.fink@catransit.org
(503) 793-1256

Gregory B Pack

Greg Pack
General Manager
Mount Hood Meadows
greg.pack@skihood.com
(503) 337-2222



Enriching the lives of our team, guests, and community.

Commission Memo



Prepared by: Kevin Greenwood
Date: November 3, 2020
Re: ODOT Bridge Replacement Consultation
Services Amendment No. 2

ODOT invoices the Bridge Replacement project for its staff time reviewing, editing, and otherwise consulting on the Port’s NEPA effort. A summary of the Port’s contract history is as follows:

Original Contract: Approved April 2019, \$160,000, staff reimbursement
Amendment No. 1: Approved December 2019, \$40,000, ethnographic surveys

Earlier this month, staff was alerted that there would be a need to add more capacity to the contract, requiring a second Amendment. Since that first notification, two items have changed that will lower the new amendment amount from \$120,000 to \$50,000.

This contract amendment removes tasks related to anticipated ODOT services required based upon comments received during the release of the Supplemental Draft EIS. An assessment will be conducted in early January and a third Amendment will be drafted, based upon a firmer understanding of post-comment needs.

ODOT also agreed to lower the planning level hourly rate to \$75/hr. from \$90/hr. for this Amendment No. 2, though the Port will continue to be billed at the actual hourly rate for staff time. The Port’s legal counsel has yet to review this amendment at time of printing, though it does contain standard language consistent with prior amendments.

RECOMMENDATION: Approve Amendment No. 2 with the Oregon Department of Transportation for Consultation Services related to bridge replacement, subject to legal counsel review.

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**AMENDMENT NUMBER 02
INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services**

This is Amendment Number 2 (“Amendment”) to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and the **Port of Hood River**, acting by and through its elected officials, hereinafter referred to as “Agency.” State and Agency entered into the Agreement on April 25, 2019 and Amendment Number 1 on January 8, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the not to exceed amount and to update the scope of the work to be performed by State.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

A. Exhibit A is deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” are now references to “Revised Exhibit A.”

B. TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:

2. Agency shall pay to State for State’s performance of the Services an amount not to exceed \$200,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

Is deleted in its entirety and replaced with the following:

2. Agency shall pay to State for State’s performance of the Services an amount not to exceed \$250,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

C. AGENCY OBLIGATIONS, Paragraph 1, Page 2, which reads:

2. Upon receipt of written request from State, Agency shall forward to State an advance deposit or irrevocable letter of credit in the amount of \$160,000 for the total estimated cost of State’s provision of the Services.

Is deleted in its entirety and replaced with the following:

2. Upon receipt of each itemized invoice from State for State’s performance of the Services, Agency shall reimburse State for the Services in that invoice

Agency/State
Agreement No. 33078-02

within thirty (30) days, provided that such payments shall not exceed \$250,000 in total.

D. AGENCY OBLIGATIONS, Paragraph 5, Page 2, which reads:

5. Upon receipt of written request from State, Agency shall forward to State an additional advance deposit or irrevocable letter of credit in the amount of \$40,000, such amount equaling the difference between the not to exceed amount of \$200,000 and Agency's advance deposit of \$160,000 under Agency Obligations paragraph 1.

Is deleted in its entirety and marked as RESERVED.

D. STATE OBLIGATIONS, Paragraphs 3 and 4, which read:

3. If State completes the Services and State's total costs are less than \$200,000, State shall refund to Agency the portion of Agency's advance deposit that exceeds State's actual total costs for the Services.
4. State's obligation to perform the Services is limited to a maximum of \$200,000, as calculated by State.

Are deleted in their entirety and replaced with the following:

3. RESERVED.
 4. State's obligation to perform the Services is limited to a maximum of \$250,000, as calculated by State.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
 4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signature Page to Follow

Agency/State
Agreement No. 33078-02

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

THE PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL

By _____

Date _____

Agency Contact:

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

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Major Projects Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

State Contact:

Kristen Stallman, Major Projects Manager
123 NW Flanders Street
Portland, OR 97209
503.731.4957
kristen.stallman@odot.state.or.us

Revised Exhibit A

Hood River EIS ODOT Staff Hours

<i>Tasks</i>	Total Hours	<i>Hourly rate \$69</i>
<i>Phase 1</i>		
Agency Coordination Plan	16	\$ 1,104
DEIS Reevaluation	12	\$ 828
Technical Reports (includes methods)	782	\$ 53,958
Cumulative Impacts	112	\$ 7,728
Phase 1 Subtotal	842	\$ 63,618
<i>Phase 2</i>		
Supplemental EIS	736	\$ 50,784
Biological Assessment/ ESA Section 7	228	\$ 15,732
Final EIS (including response to SEIS comments and mitigation plan)	456	\$ 31,464
Decision Document/Admin Record	116	\$ 8,004
Ethnographic Studies		\$ 30,000
Phase 2 Subtotal	1316	\$ 135,984
<i>Phase 3- Adjusted 11/20 - 7/21</i>		
		<i>Hourly rate \$75</i>
Complete SEIS- Adjusted	274	\$ 20,550
Biological Assessment/Opinion and ESA Section 7	88	\$ 6,600
Decision Document/Admin Record	208	\$ 15,600
Phase 3 Subtotal	570	\$ 42,750
TOTAL	2308	\$ 242,352

Commission Memo



Prepared by: Fred Kowell
Date: November 3, 2020
Re: IT Professional Service Contract

The attached contract amendment with Lerner Computer Support provides for continued IT support for the Port administration and facilities departments. In previous years, the annual cost for the contract has averaged around \$30,000 a year. The last revision occurred in June 2019, which increased the contract amount to \$35,000.

Staff recommends renewing the contract for \$35,000 to provide for another 12-18 months of IT support for these departments. Lerner Computer Support handles all office/maintenance computers, wireless routers, office applications and printers. Lerner Computer Support also assists PSquare/Kapsch/TDS on the the tolling system and also assists with the video cameras and smart phones.

This is an approved expense in the FY 2020-21 budget.

RECOMMENDATION: Approve Amendment No. 3 to contract Lerner Computer Support for information technology support not to exceed \$35,000.

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**Personal Services Contract – Amendment 3
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Jack Lerner Computer Support** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$35,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, 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.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. 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 above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under 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 provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall 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.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

Signature Date
President, Lerner Services, Inc.
6465 Trout Creek Ridge Road
Parkdale OR 97041
(541) 352-1036
Federal ID or Social Security Number: 26-0772147

Michael S. McElwee Date
Executive Director
1000 E. Port Marina Drive
Hood River OR 97031

Personal Services Contract Exhibit A

I. SCOPE OF WORK:

All information technology requests that are approved by Port management which relates directly to the Port's internet, computer hardware (servers, PC's, laptops, netbooks, etc.), mobile devices, telecommunications including phone systems, switches, security systems, computer software applications including the BreezeBy, copier, fax, wireless routers, and other IT applications (web portal for payment gateway).

This Personal Services Contract supersedes the contract last dated June 4, 2019.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: Respond within a 24 hour period or less based upon the severity and risk related to the issue at hand. Servers, tolling software, and telecommunications may need immediate attention versus the development of a program to accept payments. Thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

III. CONSIDERATION:

Hourly rates under this Contract shall be \$ 95/hr.

Port shall reimburse Contractor for reasonable expenses associated with the purchases that are made on behalf of the Port to repair or replace equipment or materials, that are not considered part of this contract limit.

IV. 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
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

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

**Personal Services Contract
Exhibit B**

INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

_____ Required and attached OR ___x___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

- 2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

_____ Required and attached Waived by Finance Manager ___X_____

- 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

_____ Required and attached Waived by Finance Manager ___X_____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

___x___ Required and attached Waived by Finance Manager _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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