

# Commission Memo



Prepared by: Genevieve Scholl  
Date: July 26, 2018  
Re: Supplemental Packets

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Enclosed are the supplemental materials for the July 31 Commission meeting. The meeting will begin at 4:00 p.m. with the Maritime Site work session. Regular Session begins at 5:00 p.m.

Please see the revised agenda and note the following changes and additions:

1. The Public Hearing and First Reading of Ordinance 23-2018 will need to be rescheduled to a meeting in August to allow for sufficient public notice.
2. A revised memo with attachment will introduce the Maritime Site work session. City Planning Director Dustin Nilsen will not be in attendance on July 31, but will attend a subsequent meeting.
3. There is an additional Consent Item (f) for a lease extension for Hearts of Gold Caregivers, LLC. (Supplemental packet page 7)
4. The draft minutes from the Marina Committee meeting that took place on June 21 are added to the ED Report (Supplemental packet page 11)
5. Also added to the ED Report is a draft Affidavit of Loss of Parking Pass Form, reviewed by legal counsel, for possible use to enable replacement of a lost season pass.
6. Additional Executive Session materials are also enclosed.

**RECOMMENDATION:** Please combine the supplemental packet materials with the Commission packets sent to you for the July 24 meeting.

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**PORT OF HOOD RIVER COMMISSION  
MEETING AGENDA  
Tuesday, July 31, 2018  
Marina Center Boardroom**

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**4:00 P.M.**

**Work Session: Maritime Site Development Discussion**

1. Zoning overview & Waterfront Refinement Plan Summary (*Anne Medenbach – Supplemental Packet*)
2. Real Estate Portfolio Analysis Summary
3. Site Evaluation Tool
4. Site Marking and Preferred Tenant/Buyer Type
5. Current Site Plan

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**5:00 P.M.**

**Regular Session**

1. Call to Order
  - a. Modifications, Additions to Agenda
  - b. Introduction of 2018 Summer Interns (*Michael McElwee*)
    - a. Melissa Manzo Andres, Administrative Intern
    - b. Aidan Liddiard, Land Development Intern
    - c. Connor Truax, Video Production Intern
  - c. Election of Officers & Committee Assignments (*Genevieve Scholl – Page 3*)
2. Public Comment (5 minutes per person per subject; 30-minute limit)
3. Consent Agenda
  - a. Approve Minutes of June 19, 2018 Bridge Replacement Work Session and Regular Session, and June 26, 2018 Regular Session (*Jana Scoggins – Page 21*)
  - b. Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2018-19 (*Fred Kowell – Page 31*)
  - c. Approve Reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2018-19 (*Fred Kowell – Page 31*)
  - d. Approve Amendment No. 3 to the Ground Lease Option with Hood Tech Corp Aero Inc. at the Ken Jernstedt Airfield (*Anne Medenbach – Page 33*)
  - e. Approve Addendum No. 3 to Lease with Wyeast Laboratories, Inc. in the Timber Incubator Building (*Anne Medenbach – Page 37*)
  - f. Approve Addendum No. 3 to Lease with Hearts of Gold Caregivers, LLC. in the Marina Park #1 Building (*Anne Medenbach – Supplemental Packet*)
  - g. Approve Accounts Payable to Jaques Sharp in the Amount of \$4,940 (*Fred Kowell – Page 41*)
4. Reports, Presentations and Discussion Items
  - a. Work Session: Maritime Site Development Discussion with City of Hood River Planning Director, Dustin Nilsen (*Anne Medenbach – Page 45*)
  - b. Bridge Replacement Project Update (*Kevin Greenwood – Page 69*)
5. Director's Report (*Michael McElwee – Page 73*)
6. Commissioner, Committee Reports
7. Action Items
  - a. Approve Contract with WSP Engineers for Engineering Services Associated with Bridge Replacement Final Environmental Impact Study Not to Exceed \$3,148,000 (*Kevin Greenwood – Page 83*)
  - b. Approve Amendment No. 5 to Contract with Steve Siegel for Consulting Services Related to Bridge Replacement Not to Exceed \$50,000 (*Kevin Greenwood – Page 157*)

- c. Approve Contract Renewal of Task Order 1 with P-Square for Maintenance and Support of Electronic Tolling System Not to Exceed \$71,000 (*Fred Kowell – Page 161*)

8. Commission Call

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9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(i) Chief Executive Officer Performance Review and Evaluation

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.*



Prepared by: Anne Medenbach  
Date: July 31, 2018, 4:00 PM  
Re: Maritime Site Development Work Session

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On June 26, the Commission provided feedback to staff regarding proposed and potential future development of the Maritime site. The Commission directed staff to provide more information and opportunity for input in the planning and evaluation phases now underway.

The discussion can be guided by the following five discussion topics, each to be addressed individually during the work session. Corresponding staff recommendations are noted below.

**1. Zoning overview**

Review the current LI zoning code and the Waterfront Refinement plan. Staff will compile a list of questions from this discussion for Dustin Nilsen, City Planning Director. Mr. Nilsen will attend one of the meetings in August to further clarify zoning implications for this site.

*Attachments: 1. Staff zoning overview 2. Refinement plan summary*

**2. Real Estate Portfolio Analysis (REPA) Summary**

Review and approve the REPA as a planning tool. Approve existing building recommendations. Approve Future Development Option actions and recommendations or discuss further.

*Attachments: 1. REPA 2. Cut Sheet for Barman*

**3. Site Evaluation Tool – (please fill out the attached questionnaire and bring to the meeting)**

Review the filled-out evaluation tool questionnaires to determine whether consensus regarding priorities for the sites use exists.

*Attachments: Evaluation tool*

**4. Site Marketing and Preferred Tenant/Buyer Type**

Review local market analysis provided by staff. Propose additional information as needed.

*Attachments: Market analysis*

**5. Current Maritime Site Plan**

The three site plan concepts completed by Livermore Architects should be discussed with the goal of reaching consensus on site plan direction. More discussion or further work session may be needed.

*Attachments: Site plan concepts*

**RECOMMENDATION:** Discussion.

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## Zoning Overview- Maritime

### 1. Hood River City Zoning Code

**Zoned- Light Industrial** (see attached code section)

Definition (17.01.060)-LIGHT INDUSTRIAL USE means industrial service (e.g. corporate laundry and cleaning, etc.), research and development, manufacturing, processing, fabrication, packaging, assembly of goods, and warehousing.

Permitted Uses: Those defined above

#### **A. Uses subject to site plan review**

1. Permitted uses and the following when accessory and essential to the permitted light industrial use: office uses, wholesale sales, marketing, training and outside storage
2. Industrial Office uses up to 25,000 square feet of gross floor area.
3. Sales and display of products provided: (i) sales are limited to those accessory and essential to the permitted use; and (ii) the total area devoted to sale and display of such products shall not exceed 2,500 square feet or 25% of the gross floor area within the building, whichever is less, except for LI uses in the Central Business District where the sales and display of products can be greater than 2,500 square feet or 25% of the gross floor area as long as the use remains incidental to the onsite light industrial use.
4. Parking lots of four (4) or more spaces, new or expanded, and or the equivalent of paving equal to four (4) or more parking spaces
5. Transportation facilities pursuant to 17.20.050(B)

#### **B. Refinement plan zoning overlay for Subarea 3**

Does not impact uses. Does change allowed footprint, height, setbacks, parking requirements and design. (see attached quick reference guide).

Does change requirements for a Variance negating need to meet the hardship requirements. Section M1 &2 outline this process and allow certain flexibility when applying for a variance. In summary, as long as you can make a good case that there are either or both 1. Physical characteristics of the site that require a variance or 2. The alternative better complies with the purpose or intent of the code (design standards, pedestrian friendly and improved access and visibility of waterfront) a Variance may be granted. This has been confirmed by the City Planning Manager.

### 2. Planning/study work to date

- a. Surveys- Topo, utility and boundary are complete. There is still some question regarding the east lot between the park (.30 acres). Terra surveying is researching to clarify that.
- b. Some geotechnical has been done, but a full study will need to be completed.
- c. Livermore Architects completed a concept master plan with 3 options.

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Prepared by: Anne Medenbach  
Date: July 31, 2018  
Re: Addendum No. 3, Hearts of Gold Caregivers, LLC

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Hearts of Gold Caregivers has been a tenant in the Marina Park #1 building since 2013. They have a 5-year renewal option, but would like to renew for only one year at this time. This will extend the lease to June 29, 2019.

**RECOMMENDATION:** Approve Addendum No. 3 to lease with Hearts of Gold Caregivers in the Marina Park #1 building.

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**ADDENDUM NO. 3 TO LEASE**

Whereas, the Port of Hood River ("Lessor") and Hearts of Gold Caregivers, LLC, ("Lessee") entered into a lease of 1,400 square feet at the Marina Park Office Building on May 24, 2013 ("Lease"); and,

Whereas, Lease Addendum No.1, dated September 8, 2013 amended Section 5 of the Lease to reflect increased costs of the Lease Premises improvements; and,

Whereas, Lease Addendum No. 2, Dated January 9, 2014, corrected an incorrect address in the Lease; and,

Whereas, Lessee wishes to renew the Lease through June 29, 2019;

Therefore, the parties agree as follows:

1. The Lease has remained in effect after June 29, 2018 and is currently in effect.
2. The Lease term is extended through June 29, 2019.
3. After June 29, 2019 the Lease shall expire.

Except as modified by Addendum No.1, Addendum No. 2 and this Addendum No.3, the terms of the Lease shall remain the same and the Lease shall remain in full force and effect.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

By: \_\_\_\_\_  
Michael McElwee, Port of Hood River, Executive Director

By: \_\_\_\_\_  
Thomas Keolker, Hearts of Gold Caregivers, LLC

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**Port of Hood River****MARINA COMMITTEE MEETING MINUTES****Thursday June 21st, 2018 – 8:00 a.m.****Port Conference Room**

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

**Present-** Members Josh Sceva, Shawn Summersett, Ted Lohr, Steve Carlson  
Staff Member: Daryl Stafford                      Boathouse Rep: Dan Bubb in for Steve Tessmer  
**Absent:** Committee: Steve Tessmer, Port: Brian Shortt, John Mann, Michael McElwee

The meeting was called to order at 8:00 by Daryl Stafford.

**Additions to Agenda:** None

**Marina Manager Report**

- Gate Lock Malfunction- repaired and resolved. We worked with Reese Security and Gorge Electric. New parts have been installed.
- Sheriff has a list of the Boats with expired Registrations. Tenants have been reminded to get their boats registered to avoid tickets. Goal is to have updated owner information for emergency and safety reasons.
- Two Boathouses have sold this month. Concerns have been raised.
- Discussion over Subleases and Annual Tenant terms of payment.
- Marina Tenants LOVE their new dock cart. Thank you.

**Dock walk reports**

**A Dock- Sceva:** Looking good

**B Dock- Carlson:** Great shape

**C Dock- Stafford:** A few dock boxes need to be moved off main walkway, owners have been contacted. A new C-dock representative is needed due to Lance stepping down. Stafford suggested Lisa Bloomster, a long term C-Dock tenant. She was contacted and has accepted.

**Boathouse Dock- Bubb:**

- The sales of the 2 boathouses raised several questions and concerns. It was agreed amongst the group that there needs to be a published standard level of expectations and minimum upkeep requirements for the boathouse owners consistent with the Clean Marina Standards, Army Core requirements and Port of Hood River Rules and Regulations.
- The Committee Boat house Reps offered to put together the document and it will be presented to all of the boathouse owners. Stafford suggested the Port consider Steve Carlson to perform inspections for electric, gray water, attachment, floats etc. as he is most familiar with our Marina systems.
- It was agreed that the Port should have a Purchase Process put in place for the sales of any Boathouse with safety being a priority.
- It was proposed that the committee should research to find out if any OSMB Grants are available for the clean-up of the boathouses.

**Youth Junior Sailing / South Basin Dock- Summersett:**

- It has been noted that the sailing school has been missed this year and that every effort would be made to keep it up and running in the future. They are taking a break in order to restructure and offer a quality product. Current management had life get busy and were no longer able to devote the time required to run the program.
- South Basin Dock is in need of repair, slats are missing on the ramp and the north finger pier has a twist in it. Stafford said she will put in a work order with the Port Facility Manager to facilitate the requests.
- Kite schools and tenants have been leaving lots of personal items on the docks. Stafford will Contact all SB dock Tenants to have them do a pick up.

**HR Canoe Club- Sceva:**

- Club has offered space to Kite Schools for Jet-ski moorage for this season.
- Lots of new members attending beginner sessions and club continues to experience quite a bit of growth. Boats are getting a lot of use.
- Josh mentioned safety concerns over a Jet ski anchored to old tire with post in the Basin and a pile of rocks someone keeps stacking at the entrance. Stafford will contact kite schools regarding jet-ski.
- Club will be keeping several canoes in the sand during the next few months to make it easier for getting groups in and out. Permission was given by Executive Director.
- Future plans for the new SUP/Canoe structure are in the 2018/2019 budget. Discussion of exact location needs TBD with any zoning restrictions. Lohr described some sheds he had seen that would be a good model for our needs.
- Josh said that he was ready to turn over management of the Shell dock to the Port or the HRYC. Ted said he would put it to a vote the club, Daryl said she would manage it if the club declined. The leases renew July 31<sup>st</sup>.

**HR Yacht Club- Lohr:**

- The committee welcomed Ted back as their HRYC Rep. He jumped right in and said that it is ultimately the HRYC's goal to support and foster any and all growth of sailing/boating in the community and should the need to participate organizationally or at arms-length they are ready to help.
- Regarding the Jr. Sailing Program and the High School Sailing team it's the HRYC's position that in the absence of a plan for Jr. Sailing in 2019, the Club will be ready to support any and all endeavors to make sure the program exists in 2019. On the ideas of building one organization that can let each of the programs thrive on their own under one umbrella, the club will offer full support to facilitate if this is the wish of the respective parties.
- Discussion involving the long-term planning that has already taken place, and the role that the Yacht Club has had with the Port, brought everyone up to speed. Ted expressed that the Club would like to grow its program and implement a hoist and ramp to facilitate the use of Lasers and small sailboats, however they needed a commitment from the Port in order to do so.
- Ted felt that the future boat ramp development in the works with the OSMB and the Port will help grow their club. As it is now, the ramp is a danger to those who use it in lower water, as it is not long enough. People are hesitant to bring their race boats to this ramp. He would like to see the current plans and to have input on the design. Stafford let him

know that the Executive Director has been in touch with the OSMB, and is working on moving forward.

- Ideas for Future improvements for the building were discussed. Stafford requested a Walk Thru of the Yacht Club and Yard to assess current conditions and develop strategy.

### Discussion Topics

1. Rules and Regulations- Stafford: Asked the Committee if they would agree to put the Annual Leasing Terms back to the way it was in 2017. There were no objections to that. Sublease terms are subject to change, however it was decided Commissioner Short should be present to weigh in.
2. Wiring on C dock- At our last meeting John Mann had identified a wire that appeared to not be marine grade. There has been money set aside in the 2018/2019 budget to replace. Carlson suggested staff contact manufacturer to see if it would be possible to encase the wire that is not the same versus replacing. If so he thought it may save the Marina lots of money.
3. Long Term Planning: A brief review of all the studies that had been conducted in the last 10 years led the committee to agree that it was time to formulate a time line with a plan. The group identified several ideas regarding what information they would like to have for our next meeting.
  - a. Area plat map with all of the current zoning and permitting opportunities/restrictions. It was agreed that plans from 10 years ago would now have different parameters and new criteria from the OSMB and the Army Core. Information from the City and the other government agencies will help determine the strategy going forward. Stafford will work with Ann & Michael to obtain.
  - b. Status with OSMB regarding plans for the Guest Dock and the Boat Ramp Parking Lot. Questions regarding possibility of extending A & B Docks at the same time if work was to be done on the Guest Dock in order to be cost effective. Need to identify what permits need to be applied for to be prepared.
  - c. Updates regarding Nichols Basin Portable float docks for water polo. With the transition of Marina Managers it wasn't clear as to where we are in the process. Storage of the docks during the off season was a concern. Stafford said she would discuss with Michael and John Mann to gather more information.
  - d. List of Marinas similar to ours that have Boat Houses with a compilation of Rules, Regs and moorage pricing.
4. Facility Upkeep- Concerns from tenants regarding Marina trash/recycling area and landscaping. Stafford said she will meet with John to revisit our current maintenance schedule to figure out how to do a better job.

Prepared by: Daryl Stafford

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**AFFIDAVIT OF LOSS OF PARKING PASS  
TO THE PORT OF HOOD RIVER**

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

I, \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*(First, Last Name) (Street Address) (State) (Zip)*

declare that my Port of Hood River Event Site parking pass, Number \_\_\_\_\_, is no longer in my possession for the reasons stated below. I have no knowledge of the location of the pass. I request issuance of a replacement pass.

Description of circumstances of lost/stolen parking pass:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that if Port personnel observe my pass in use on the waterfront this statement may be used as evidence of theft. If the lost pass is found I will notify the Port and turn it in immediately.

\_\_\_\_\_  
Signature

( ) \_\_\_\_\_ - \_\_\_\_\_  
Phone number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

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**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, July 24, 2018**  
**Marina Center Boardroom**

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

1. Call to Order
  - a. Modifications, Additions to Agenda
  - b. Introduction of 2018 Summer Interns (*Michael McElwee*)
    - a. Melissa Manzo Andres, Administrative Intern
    - b. Aidan Liddiard, Land Development Intern
    - c. Connor Truax, Video Production Intern
  - c. Election of Officers & Committee Assignments (*Genevieve Scholl – Page 3*)
2. **Open Public Hearing for First Reading of Port Ordinance 23-2018, Governing Conduct at the Ken Jernstedt Airfield and Replacing Ordinance 23** (*Anne Medenbach – Page 5*)
  - a) Authorize reading of Ordinance by Title Only
3. Public Comment (5 minutes per person per subject; 30-minute limit)
3. Consent Agenda
  - a. Approve Minutes of June 19, 2018 Bridge Replacement Work Session and Regular Session, and June 26, 2018 Regular Session (*Jana Scoggins – Page 21*)
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8. Commission Call

## 10. Possible Action

## 11. Adjourn

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# Commission Memo



Prepared by: Genevieve Scholl  
Date: July 24, 2018  
Re: Election of Officers for FY 2018-19

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The Port Governance Policy requires the election of officers at the first meeting in July, or at a subsequent meeting at the discretion of the Commission.

Officers elected for FY 17-18 were:

President – Hoby Streich (first term)  
Vice President – Brian Shortt  
Secretary – John Everitt  
Treasurer – Ben Sheppard

Staff recommends the Commission make nominations and hold elections for Commission officers for FY 18-19 during the July 24 meeting. Commissioners will also need to consider committee membership assignments for both internal and organizational appointments. The Commission should discuss committee assignments with the President-elect who will then confirm appointments with staff for action at the first meeting in August.

Appointments for FY 2017-18 were:

### Internal Committees

Airport Advisory: Two Commissioners (by Governance) - Everitt, Streich  
Budget: All Commissioners (by statute)  
Finance: Secretary and Treasurer (by Governance)  
Personnel: President and Vice President (by Governance)  
Waterfront Recreation: One Commissioner (by Governance) – Sheppard  
Marina: One Commissioner (by Governance) - Shortt

### Organizational Committees

PNWA: President or designee and Executive Director or designee  
Urban Renewal: Streich, Meriwether  
MCEDD: Port appointment rotates every two years between Cascade Locks, The Dalles, and Hood River. The Port of Cascade Locks currently represents the Oregon ports.  
OneGorge: Informally organized, all Commissioners and staff welcome to participate.  
Region 1 Area Commission on Transportation (ACT): Ports and Cities rotate every 4 years. Port of Hood River position will begin in 2019.

**RECOMMENDATION:** Discussion and possible action.

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# Commission Memo



Prepared by: Anne Medenbach  
Date: July 24, 2018  
Re: Ordinance 23-2018 First Reading

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This is the first of two public hearings and the first reading of Port Ordinance 23-2018.

The Port of Hood River implemented Ordinance 23 in 2011. The purpose of the ordinance was to clearly define correct procedures for access and operations (take offs and landings) at the Ken Jernstedt Airfield. The ordinance formalizes the Port's authority to act should an airport user carry out access or operations procedures incorrectly. Ordinance 23 requires updating for the following reasons:

- a. The glider operation area has moved.
- b. The 2013 runway shift project in addition to other physical airport changes require an update to the map exhibits.
- c. Clarification was needed to general definitions to include current airport conditions and planning as well to minimize redundancy.

The Airport Advisory Committee and the Fixed Base Operator have both reviewed and provided input on the new draft ordinance.

As airport operations grow and land is further developed, it is staff's opinion that the Port will see an increase in the diverse types of businesses wanting to operate on the airport. To ensure safety and efficiency as well as clarity for those potential new and current users, this update to Ordinance 23 and the imposition of new Minimum Standards is timely. If approved, Minimum standards will be put into effect with Ordinance 23-2018 in August. Following those approvals, updates to lease agreements, concession agreements and the FBO agreement can occur in a cohesive manner.

**RECOMMENDATION:** Discussion.

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**ORDINANCE NO. 23 - 2018**

**AN ORDINANCE REGULATING CONDUCT AT THE KEN JERNSTEDT AIRFIELD AND SUPERSEDING AND REPLACING PRIOR ORDINANCE 23, DATED MAY 24, 2011**

WHEREAS, the Port of Hood River, a public authority created pursuant to the laws of the State of Oregon, and owner and operator of Ken Jernstedt Airfield, possesses the authority to adopt ordinances in furtherance of the safety and welfare of the users of Ken Jernstedt Airfield and the general public, and to enforce the provisions of those ordinances;

WHEREAS, increasing use of the Ken Jernstedt Airfield, the need to clarify use procedures for airport improvements, the need to improve safety and requests by the Federal Aviation Administration require the formulation and implementation of the following Ordinance regulating use and activity at Ken Jernstedt Airfield;

NOW, THEREFORE, the Port of Hood River finds and ordains as follows:

**SECTION 1. Scope of Ordinance.** This Ordinance regulates conduct at the Ken Jernstedt Airfield.

**SECTION 2. Definitions.** Unless the context requires otherwise, for purposes of this Ordinance the following definitions apply, whether or not capitalized in the Ordinance text:

a. **"Alternative Grass Landing Area" or "AGLA"** means the grass area at the east end of the Airport and parallel to Runway 7/25 intended to accommodate aircraft landings. The AGLA is an alternative landing area but an integral part of Runway 7/25. The AGLA is shown on Exhibit 'A' attached hereto and incorporated herein by reference.

b. **"AGLA Procedures"** means Federal Aviation Administration approved rules that establish use of the AGLA, stated in Exhibit 'C', attached hereto and incorporated herein by reference.

c. **"Aircraft"** means any device that can be used for human flight, other than Ultralight vehicles as defined in Federal Aviation Regulation§ 103.

d. **"Airfield"** means any runway, taxi-way and area between a runway and taxi-way, and includes areas extending westerly and easterly beyond any runway and taxi-way, and all other areas used for "aviation activity" as defined below including within the Airport "Runway Protection Zone", as defined by the Federal Aviation Administration.

e. **"Airport"** means all real property owned or controlled by the Port that constitutes the area commonly known as the Ken Jernstedt Airfield, a public general aviation airport in Hood River County, bounded on the west by Tucker Road and on the east by vacated Orchard Road. To the North by Western Antique Aviation Auto Museum land and to the South by Airport Drive and private land, as shown on Exhibit 'A' attached hereto, and as may be

extended hereafter, including any Port structures or fixtures thereon.

f. **"Airport Administration Building"** means the structure(s) where the FBO conducts business, including areas within an FBO structure designated to be accessible to the general public.

g. **"Airport Road"** means the road south of and adjacent to the Airport.

h. **"Aviation Activity"** means parking, moving, operating, maintaining, modifying or repairing Aircraft on the Airport.

i. **"Board"** means Port of Hood River Board of Commissioners.

j. **"Camp"** means erecting a tent or shelter, arranging bedding or occupying a parked vehicle, trailer or camper for purposes of, or in such a way as will permit, sleeping or remaining overnight.

k. **"Commercial Activity"** means any Aviation Activity which originates at the Airport, is made available to the general public or involves two or more persons or entities, and is undertaken for profit or personal financial gain, irrespective of where or when payment occurs. Payment includes all forms of compensation, including financial, trade and donations.

l. **"Commercial Glider Operator"** means a person or business that is authorized by the Port to provide glider services to the public as a Commercial Activity.

m. **"Commercial Operator"** means any person or entity that carries out a Commercial Activity at the Airport.

n. **"Concession Agreement"** means a fully executed written agreement between the Port and a person or business entity authorizing the use or establishment of facilities for a Commercial Activity and setting forth the terms and conditions under which the Commercial Activity may take place.

o. **"Executive Director"** means the person the Board has appointed to act as the general manager of all Port operations.

p. **"FAA"** means the Federal Aviation Administration.

q. **"FARs"** means Federal Aviation Regulations which are regulations implemented by the FAA governing aviation activity within the United States and are designed to promote aviation safety and the safety and welfare of the general public.

r. **"FBO"** means the Fixed Base Operator who may be a Port employee, or may be a commercial entity or person having an agreement with the Port to manage aspects of Airport operations and conduct certain Commercial Activity including aircraft maintenance, instruction and retail sales and may be the authorized representative of the Port under designated circumstances; the FBO shall include owners or employees of the FBO or FBO contractors permitted by the Port to perform FBO functions.

s. **"Glider"** means a heavier-than-air Aircraft, that is supported in flight by the dynamic reaction of the air against its lifting surfaces and whose free flight does not depend principally on an engine.

t. **"Glider Flight Activity"** means final preparation of a Glider for launch prior to takeoff, moving a Glider to a takeoff location, and moving a Glider away from the area where a Glider has landed.

u. **"Glider Operations Area"** means the Airport areas shown on Exhibit 'A' and on Exhibit 'B' attached hereto and incorporated herein by reference, designating where Gliders are prepared for launching, launched, brought after landing, and temporarily parked during Glider Flight Activity.

v. **"Glider Support Area"** means that Airport area shown on Exhibit 'A' and Exhibit 'B' attached hereto and incorporated herein by reference, designating the area where all persons not directly involved in Glider Flight Activity but interested in observing Glider Flight Activity, gather; where recreational Glider pilots meet immediately prior to launch; and where Commercial Glider Operators meet with customers to transact business, including registering customers for Glider flights. Glider Flight Activity is prohibited in the Glider Support Area.

w. **"Instrument Flight Rule"** means Port and/or FAA adopted rules governing procedures for conducting instrument flight.

x. **"Limited Access Areas"** means those areas of the Airport the Port has made available to tie down Aircraft or to provide access to T-Hangars for use by Airport tenants or persons moving Aircraft, shown on Exhibit 'A' attached hereto and incorporated herein by reference.

y. **"Motor Vehicle"** means any self-propelled device or device designed for self-propulsion, in, upon or by which any person or property is or may be transported or drawn upon a street, roadway or path, but does not include a vehicle designed for flight.

z. **"No Access Areas"** means those areas where no pilot or public access is permitted unless a legal right exists, because the areas are leased for Commercial Activity, are used for Port purposes, or contain critical weather-related apparatus, shown on Exhibit 'A' attached hereto and incorporated herein by reference.

aa. **"Non-Commercial Operator"** means any person or entity that carries out Aviation Activities at the Airport other than a Commercial Operator.

bb. **"NOTAM"** (Notice-To-Airmen) means a notice containing timely information on unanticipated or temporary changes to components of hazards in the National Airspace System (NAS). Component changes may pertain to facilities, services, procedures or hazards in the NAS. A NOTAM provides information that becomes available too late to publish in the associated aeronautical charts and related publications. The NOTAM system is not intended to be used to impose restrictions on airport access for the purpose of controlling or managing noise, or to advertise data already published or charted.

cc. **"Official Sign"** means all signs, signals, markings, devices and placards placed, erected or provided by the Port or Port designee for the purpose of guiding, directing, warning or regulating Aircraft, Motor Vehicle traffic or personal conduct.

dd. **"Peace Officer"** means a Peace Officer appointed by the Port pursuant to ORS 777.190, or a Peace Officer as defined in ORS 161.015.

ee. **"Pilot in Command"** means the person responsible for the Aircraft as defined by FAA regulations.

ff. **"Port"** means Port of Hood River.

gg. **"Port Tenant"** means any person or business that has entered into a lease or rental agreement with the Port or FBO including renting T-Hangars, Tie-Downs or commercial properties at the Airport.

hh. **"Restricted Access Areas"** means an aircraft runway, all taxi-ways, and areas within 150 feet of a runway or taxi-way at the Airport, shown on Exhibit 'A' attached hereto and incorporated herein by reference.

ii. **"UNICOM"** (Universal Communications) means a ground-to-air radio communication station that may provide airport advisory information to aircraft pilots and persons involved with aviation activity.

jj. **"Ultralight"** is any Aircraft meeting the definitions set forth in FAR Part 103.1.

**SECTION 3. Commercial Activity.** No person shall engage in any Commercial

Activity at the Airport without the prior approval of the Port, under the terms and conditions prescribed by the Port.

When the Port determines that a person proposes to engage in Commercial Activity at the Airport in the future, the Port may grant that person permission to do so, may issue a Concession Agreement, may require the person to enter a lease or may deny permission to do so.

Minimum Standards, which are adopted by the Port by resolution, outline the type of activities, both commercial and non-commercial that may be carried out at the Ken Jernstedt Airfield as well as the basic requirements for each activity type. These Minimum Standards ensure that each Commercial and Non-Commercial Operator is held to uniform standards to ensure efficient, non-discriminatory and safe operations at the Airport. All persons engaging in Commercial and Non-Commercial Activities at the Airport must comply with Port resolutions establishing Minimum Standards.

**SECTION 4. Littering.** No person shall litter at the Airport. Littering is defined as the dumping, throwing, placing, depositing or leaving, or causing to be dumped, thrown, deposited or left any refuse of any kind or any object or substance which tends to pollute, mar or deface.

**SECTION 5. Fireworks.** No person shall ignite fireworks or similar incendiary devices of any kind at the Airport whether legally allowed in Oregon or not.

**SECTION 6. Animal Control.** No person shall allow a domestic animal which the person owns or for which he or she is caring to be on the Airport unless the animal is on a leash and under the person's control at all times.

**SECTION 7. Camping.** No person shall camp at any time on the Airport unless the person has written permission to do so from the FBO or Port.

**SECTION 8. Hunting.** No person shall discharge firearms, hunt, or attempt to trap animals on the Airport unless the person has received written permission to do so from the Port.

**SECTION 9. Fires.** No person shall build or attempt to build a fire on the Airport.

**SECTION 10. Access Prohibitions.** No person shall be on any portion of Limited Access Areas, Restricted Access Areas or No Access Areas unless one or more of the following conditions are met:

a. In the Limited Access Areas, they are a Port Tenant or an invited guest of a Port Tenant, a pilot with a legal right to use an Aircraft located at the Airport, or an invited guest under the direct supervision of a Pilot in Command who has a legal right to use an Aircraft located at the Airport.

b. In the Restricted Access Areas, they are a Pilot in Command of an Aircraft or a guest of the Pilot in Command and under the direct supervision of the Pilot in Command of an Aircraft.

- c. In the No Access Areas, they are a Port Tenant authorized by the Port to be there or an invited guest of a Port Tenant authorized to be there.
- d. They have permission from the Port or the FBO to be there.
- e. They are a Port employee or FBO, or a Port or FBO contractor with permission to conduct authorized business and are doing so.
- f. In the case of an emergency requiring access.

**SECTION 11. Aircraft Access to Airport.** Unless the Port or FBO grants prior permission otherwise, no person shall bring an Aircraft onto the Airport unless they are landing the Aircraft, are traveling across an existing Port Aircraft access easement, are traveling through an approved Aircraft corridor under a Through the Fence Agreement, or in an emergency. No person shall bring an Aircraft onto the Airport on or within a trailer unless the person obtains prior permission from the Port or FBO to do so, or, in the event the Port or FBO are unavailable, they check-in with the FBO at the earliest reasonable opportunity to obtain permission and determine Airport use rules.

**SECTION 12. Aircraft Storage.** No person shall tie down or in any other way attach any Aircraft to the Airport unless they use Port approved tie-down equipment and they have received permission of the Port or the FBO. No person shall store or park an Aircraft that is not tied down or in a hangar for more than twenty (20) minutes in Restricted Access Areas without permission of the Port or the FBO. Every person using the Airport for Aircraft storage or tie-down parking of Aircraft shall, at the time specified, pay to the FBO such fees as are from time to time fixed in the manner set forth by the Port; provided that the Port may waive any storage or tie-down fees for Aircraft in connection with authorized air shows and fly-ins. T-hangar rentals shall require a written agreement between the proposed Port Tenant and the Port in a form to be determined by the Port.

**SECTION 13. Motor Vehicles.**

- a. General
  - (1) No person shall engage in any form of ground towing to launch an Aircraft.
  - (2) No person operating a Motor Vehicle may travel through any Restricted Access Area. An Airport map indicating Restricted Access Areas is attached as Exhibit A and incorporated herein by reference.
- b. Parking.
  - (1) Motor Vehicles may be parked on paved areas immediately adjacent to the FBO building and on the shoulder of Airport Road, unless prohibited or restricted by an official sign.
  - (3) No person shall park a Motor Vehicle in Restricted Access Areas without receiving prior written permission from the FBO or Port to do so, or unless necessary because of an emergency.
  - (4) No person shall park a Motor Vehicle in Limited Access Areas without FBO or Port permission to do so except if:
    - (i) Necessitated by an emergency;

(ii) The person is a Port Tenant with permission to park a Motor Vehicle near their leased space; or

(iii) The person is an invited guest of a Port Tenant who has permission to park a Motor Vehicle near a rented space or near a hangar leased by the Port Tenant who invited the person, as a means of access to Aircraft or a T-hangar.

The foregoing notwithstanding, no person shall park a Motor Vehicle within Limited Access Areas for a period longer than eight consecutive hours unless the person has received prior permission to do so from the FBO or Port, and the person displays a parking permit issued by the Port in plain view on the dashboard of the parked Motor Vehicle.

(5) No person shall park a motor vehicle in No Access Areas unless they are a Port tenant authorized to park there, an invited guest of a Port tenant authorized by the Port to park there, or a Port employee.

c. Motor Vehicle Speed; Warning Lights.

Except on Airport Road, no person shall operate a Motor Vehicle at a speed in excess of 15 miles per hour on the Airport. No person shall operate a Motor Vehicle within the Restricted Access Area or No Access Area unless the Motor Vehicle utilizes a clearly visible yellow beacon or yellow flashing lights to alert persons at the Airport and Aircraft pilots that the motor vehicle is present.

**SECTION 14. Airport Administration Building Use.** No person shall use the Airport Administration Building in violation of any regulation adopted by the Port. Regulations governing use of the Airport Administration Building now in effect are attached to this Ordinance as Exhibit 'D' and incorporated herein by reference. These regulations may be rescinded or modified at any time, as provided in section 19 of this ordinance.

**SECTION 15. Aircraft Operations.** No person shall engage in conduct at the Airport that violates any of the following provisions:

a. General Aircraft Operations

- (1) All Aircraft shall be operated in conformance with FAR and AGLA regulations and the rules set forth in this Ordinance.
- (2) The Port or the Port's duly authorized representative may suspend or restrict any or all operations at the Airport for reasons including, but not limited to, safety and/or adverse weather conditions whenever such action is deemed necessary.
- (3) The Port or the Port's duly authorized representative shall at all times have the authority to take such action as he or she deems necessary for safety of operations and to safeguard the public at the Airport.
- (4) All ground support activities shall be conducted only in areas designated by the Port or Port's duly authorized representative.
- (5) All Aircraft operators and Pilots in Command shall have the duty at all times to carry out the provisions of this Ordinance and any other applicable regulations with respect to admission and control of children, pets and non-flying observers to or at areas where Aircraft are in operation.
- (6) Flight Rule weather conditions are prescribed by the FARs. Any differing specification shall be made only by the Port and be consistent with this Ordinance and other applicable rules and regulations.



- (7) Aircraft pilots shall be familiar with and comply with local Instrument Flight Rule procedures and with the nonstandard patterns flown by Aircraft operating Instrument Flight Rule or practicing Instrument Flight Rule operations.
- (8) Ultralight pilots shall be aware of the effect of wake and helicopter rotor turbulence upon Ultralight Aircraft and undertake safe separation from helicopters.
- (9) Standard Soaring Society of America (S.S.A.) procedures now or hereafter adopted applicable to Glider Flight Activity on land shall be used by all Glider pilots and their assistants, before a Glider is launched and after a Glider has landed, including using appropriate hand signals.

b. No Simultaneous Aircraft Operation.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures in relation to simultaneous Aircraft operation.
- (2) No pilot shall move an Aircraft or cause an Aircraft to be moved on the AGLA runway if another Aircraft is on or will be imminently landing on the primary runway or the AGLA runway.

c. Landings.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures on landing.
- (2) Pilots intending to use the AGLA shall monitor UNICOM prior to and after landing their Aircraft if it is equipped with a UNICOM radio.
- (3) A pilot, with a radio onboard an Aircraft, who intends to land on the AGLA, shall declare that intention to land on the AGLA by radio prior to landing.
- (4) A pilot may land an Aircraft on the AGLA only when no other aircraft or other activities are occurring or present on either the paved runway or the taxiway.
- (5) Any person who assists with removing a Glider from the AGLA after landing shall remain outside the Restricted Access Areas until the Glider has safely landed and stopped moving.
- (6) Any person who assists with removing a Glider from the AGLA shall comply with FAA procedures and Port regulations applicable to use of the AGLA.

d. Departures.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures on departure.
- (2) Pilots of Aircraft with radios shall declare the intention to taxi on the north parallel taxi-way and complete a thorough visual review of ground and air traffic before crossing the taxi-way holdline.
- (3) Pilots shall keep Aircraft at the designated taxi-way hold line until all traffic on Airport runways or taxi-ways is clear.

**SECTION 16. Official Signs.** No person shall engage in any conduct in violation of instructions appearing on an Official Sign at the Airport.

**SECTION 17. Use of Port Electricity.** No person shall connect an electrical device of any kind to a Port electrical power outlet or in any other manner use electricity supplied to the

Port at the Airport without Port permission.

**SECTION 18. Fees.** No person shall refuse nor neglect to pay when due a fee or charge established by the Board or Executive Director for use of Airport property, Airport facilities or Port or FBO services provided at the Airport.

**SECTION 19. Port Regulations.** The Board may adopt regulations which define or regulate conduct at the Airport in furtherance of the provisions of this Ordinance, or which otherwise prohibit or limit conduct at the Airport. Each such regulation shall be enacted after publication of a Board meeting agenda that includes a reference to a regulation or regulations to be considered at the Board meeting. The public will have an opportunity at the Board meeting to obtain a copy of the proposed regulation(s) and to comment on the regulation(s) prior the Board adopting a regulation. Each adopted regulation shall be in writing, be dated and be on file for public inspection at the Port business office during Port business hours. If a person violates any provision of an adopted Port regulation the person will be deemed to have violated this Ordinance, and shall be subject to the same penalties as for a violation of a provision of this Ordinance.

**SECTION 20. Port Permission.** No person may violate a provision of this ordinance unless the person is given express written permission to do so at a specific time or for a specific purpose by the Board or a Port employee, or an activity is allowed by an Official Sign. Such permission shall apply only to the expressly stated time, event, or activity.

**SECTION 21. Penalties.**

- A. A person who violates a provision of this ordinance shall commit an offense punishable by a fine as a Class A violation. Provided however, if an offense defined in this ordinance is also an offense governed by a provision of the Oregon Criminal Code or Oregon Motor Vehicle Code (“State Regulation”) and the State Regulation offense category is lower than a Class A violation, the ordinance offense and fine payable shall be reduced to be the same as provided in the State Regulation.
- B. Each violation of a section or subsection of this ordinance shall constitute a separate offense.
- C. Each separate violation of this ordinance shall constitute a separate offense.

**SECTION 24. Enforcement.**

a. By authority of ORS 777.190, the Board appoints the Executive Director and the Port Maintenance Supervisor, as Peace Officers who shall have the same authority, for the purpose of the enforcement of the provisions of this Ordinance, as other peace officers;

b. All Peace Officers shall have the authority to enforce the provisions of this Ordinance and to issue citations for the violation of any section of this Ordinance;

c. Any person who is issued a citation for the violation of any section of this Ordinance must appear in Hood River County Circuit Court on the date and time listed on the citation, or in such other court in Hood River County with jurisdiction over the matter as stated on the citation.



**SECTION 25. Right of Removal.**

a. No person shall remain at the Airport after being asked to leave the Airport by a Peace Officer if they believe the person being requested to leave has violated or intends to violate any provision of this Ordinance.

b. No person shall cause or allow their personal property to remain at an Airport location after a Peace Officer has asked the person to remove or relocate the personal property.

**SECTION 26. Severability.** This Ordinance and the regulations adopted pursuant hereto will be liberally construed to effectuate the purposes of this Ordinance. Each section, subsection or other portion of this Ordinance shall be severable; a finding of the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

**SECTION 27. Ordinance Superseded and Replaced.** Port Ordinance No. 23, An Ordinance Regulating Conduct at the Ken Jernstedt Airfield, dated May 24, 2011, is hereby repealed superseded and replaced by this ordinance.

First Reading: \_\_\_\_\_, by the Port of Hood River Board of Commissioners.

Second Reading: \_\_\_\_\_, by the Port of Hood River Board of Commissioners.

Adopted \_\_\_\_\_, by the Port of Hood River Board of Commissioners.

Effective Date: 30 days after date of adoption, \_\_\_\_\_, 2018.

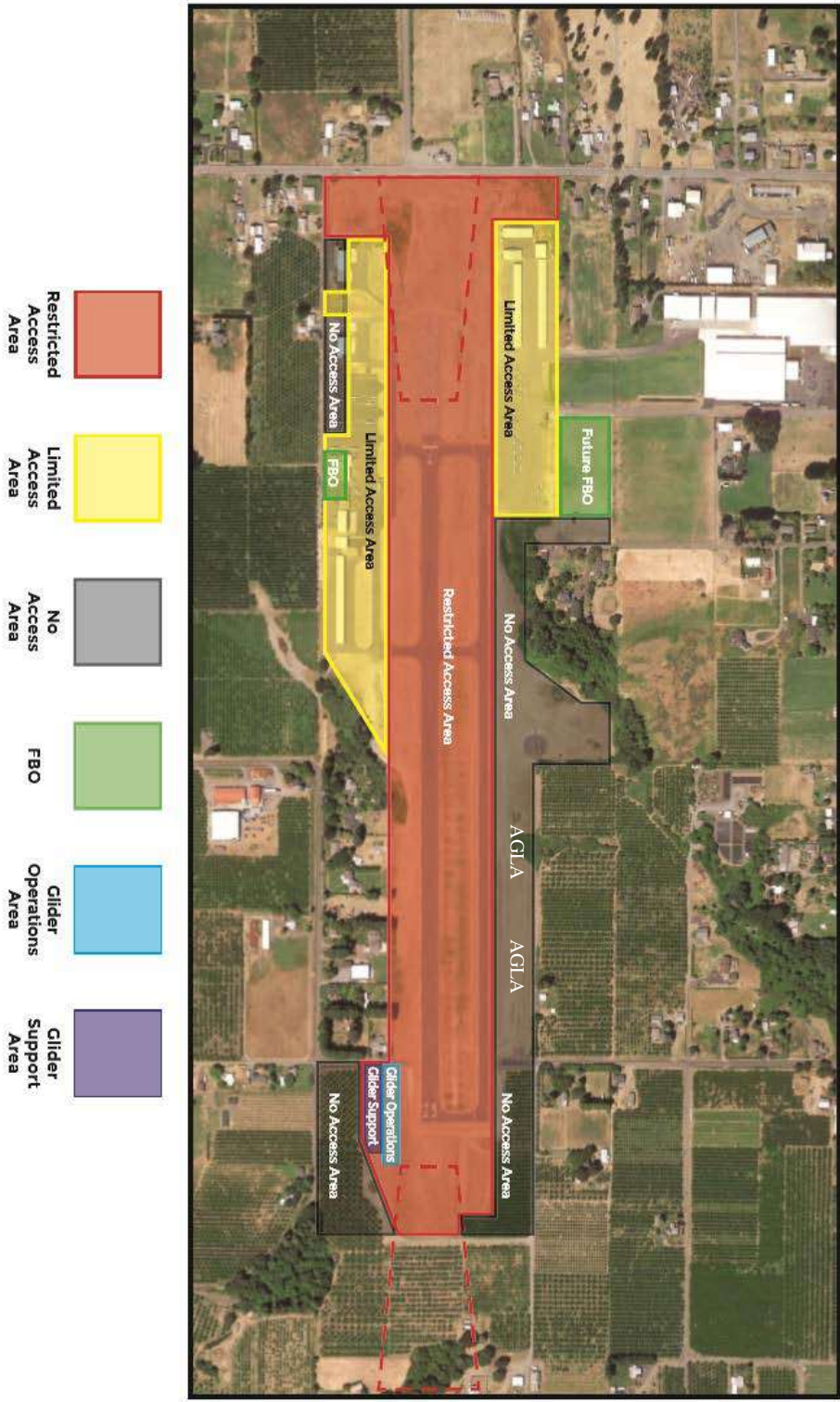
Passed: \_\_\_\_\_, 2018, by the Port of Hood River Board of Commissioners.

PORT OF HOOD RIVER  
1000 E. Port Marina Drive  
Hood River, OR 97031

\_\_\_\_\_  
Hoby Streich, Port Commission President

\_\_\_\_\_  
Recording Secretary

### EXHIBIT 'A'



Ordinance 23 - Exhibit A

### EXHIBIT 'B'



Gliders Operations  
Area



Glider Support  
Area

## **EXHIBIT 'C'**

### **Alternative Grass Landing Area Procedures USE REQUIREMENTS**

The following rules govern use of the Alternative Grass Landing Area (AGLA) at Ken Jernstedt Airfield in Hood River, Oregon (Airport). The AGLA has been constructed principally to accommodate landing for antique Aircraft. It is located in the grassy median parallel to Runway 7/25, between the paved runway surface and the north parallel taxi-way. The AGLA is an alternative landing area but an integral part of Runway 7/25.

#### **NO SIMULTANEOUS OPERATION**

- No simultaneous Aircraft operations shall occur on the paved surface of Runway 7/25 and the AGLA portion of Runway 7/25.
- No simultaneous Aircraft operations shall occur on the north parallel taxi-way and the AGLA.

#### **LANDINGS**

- Ken Jernstedt Airfield is a visual approach airport. All pilots are required to adhere to best practices for Airfield safety policies, including checking Notice to Airmen (NOTAM). Radios are encouraged for all aircraft.
- When an Aircraft declares intention to land on the paved runway, no activity is permitted within the AGLA.
- Pilots with radios must declare their intention to land on the AGLA. Landings may occur on the AGLA only when no other Aircraft or other activities are present on either the paved runway or the north parallel taxi-way. If such activity is present, all Aircraft must land on the paved runway.
- Aircraft landing on AGLA must exit taxi-way as soon as safely possible.

#### **DEPARTURES**

- Prior to taxi from the north apron or entrance to the north parallel taxi-way, Aircraft with radios shall declare intention to taxi on the north parallel taxi-way and complete thorough visual review of ground and air traffic before crossing the Hold Line. Pilots must remain at the designated hold line until traffic is cleared.
- All pilots must review and understand Airport signage and markings.
- All pilots must review Airport NOTAMS.
- Pilots must have an Airport diagram out and available as a reference during taxi.
- Pilots must maintain appropriate taxi speed and may not exceed 15 miles per hour on the taxi-way.

**EXHIBIT 'D'**  
**Public Use of Airport Administration Building**

This Airport Administration Building is owned by the Port of Hood River and managed by the Fixed Based Operator (FBO).

Public uses are allowed in this building. Following is a list of rules for public use:

The FBO will post hours the building is available to the public. Minimum public hours are: 8 a.m.-5 p.m. October through April, and 8 a.m.-6 p.m. May through September, at least five days a week, including all Saturdays and Sundays; building is closed New Years Day, Thanksgiving Day and Christmas Day. If the FBO locks the Airport Administration Building at any time during these hours, it is required to post notice with immediate contact information.

- Pilots may use this building at any time during posted public hours for flight planning.
- Pilots may use the building at any time during posted public hours as a waiting area during weather events that create conditions when safe flying is in jeopardy.
- severe weather events may prevent the building from being open during normal posted hours. The FBO will display a notice if weather prevents this building from being open during normal posted hours. This notice shall contain a contact telephone number.
- Aviation/airport meetings may be held but must be scheduled with the FBO one week prior to desired meeting time. The date, time and estimated number of attendees must be provided when scheduling meetings.
- Transient flight instructors from other airports may debrief students at this building. They may be required to demonstrate proof that they have a flight school at another airport or similar facility.

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**Port of Hood River Commission  
Meeting Minutes of June 19, 2018 Regular Session  
Marina Center Boardroom  
5:00 p.m.**

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

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

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

**Media:** None

- 1. **CALL TO ORDER:** President Streich called the meeting to order at 5:00 p.m.
- 2. **MODIFICATIONS, ADDITIONS TO AGENDA:** Consent Items (e) and (g) were moved to Action Items (i) and (j).
- 3. **PUBLIC COMMENT:** Norman Duncan, Elk Crossing, spoke about his non-renewable lease at the Maritime building and requested Commission’s consideration to allow another lease elsewhere on Port property; specifically, at the gravel lot across the DMV parking. Elk Crossing operates a U Haul franchise business, and Mr. Duncan states that the franchiser’s requirement is for Elk Crossings to be near the proximity of I-84, in the Hood River area.

A written testimony has been received by Mike Glover, CEO of the Hood River County Chamber of Commerce. Mr. Glover wrote about Elk Crossing providing an essential service to local businesses and encouraged the Port Commission to explore options that would keep the franchise within the city limits of Hood River.

**4. OPEN PUBLIC HEARING AND FIRST READING: PORT ORDINANCE 24-2018, AN ORDINANCE REGULATING CONDUCT ON PORT PROPERTY AND REPEALING ORDINANCE NO. 24**

- Motion:** Move to read by title only.
- Move:** Sheppard
- Second:** Shortt
- Discussion:** None
- Vote:** **Aye:** Unanimous

No comment received.

**5. CONSENT AGENDA:**

- a. Approve Minutes of June 5, 2018 Regular Session.
- b. Approve Amendment No. 4 to Task Order No. 1 to the Master Services Agreement with HDR Engineering, Inc. for Bridge Engineering Services Not to Exceed \$35,000.
- c. Approve IGA with MCEDD for Project Management Services Associated with the Hood River County Economic Development Group.
- d. Approve Amendment No. 1 to Contract with Vista GeoEnvironmental for Lower Mill Wetland Mitigation Design Services Not to Exceed \$14,963.83.
- e. Approve Amendment No. 1 to Task Order No. 1 with Century West for Airport Master Plan Engineering Services Not to Exceed \$5,760.
- f. Approve Accounts Payable to Jaques Sharp in the Amount of \$17,660.

- Motion:** Move to approve Consent Agenda.
- Move:** Meriwether
- Second:** Everitt
- Discussion:** None
- Vote:** **Aye:** Unanimous

## 6. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS

- a. **Airport Update:** Anne Medenbach, Property and Development Manager, provided a brief update on the projects completed and underway at the Ken Jernstedt Airfield. Medenbach noted that the final pay estimate for the South Taxiway Project has been submitted by Crestline Construction Company on June 8<sup>th</sup>. The South Hangar Project has had some power and sewer design issues which are being addressed by Staff and Hood Tech Corp., Aero, Inc. Additionally, Medenbach stated that all necessary close-out documents for the Airport Layout Plan and Master plan have been submitted, and the final version would be available before July 1. The Environmental Assessment for the North Side Development is currently under public review. The FBO has had a busy couple of months and noise complaints have been occurring, but on a much smaller scale than this time last year, indicating the Fly-Friendly program may be helping to improve the situation.
- b. **Bridge Replacement Project Update:** Kevin Greenwood, Bridge Replacement Project Director, briefly reported that Washington State Senator Curtis King has been very helpful in communicating changes to the Final Environmental Study process that may be more effective in fostering participation from Bridge Replacement Advisory Committee. Greenwood discussed with the Commission additional topics for a third work session, and Lowell Clary, Clary Consulting, suggested a team-building session for the advisory committee.
- c. **Financial Report for the 11 Months Ended May 31, 2018:** Fred Kowell, Chief Financial Officer, reported that the Bridge Traffic and Revenue Report shows traffic has increased by 7% over the last year, with the revenue being up 21%, due to the February toll increase. Personnel Services are running slightly under the budget for the Marina and Airport which experienced higher staff costs due to marina electrical issues and capital improvement at the airport. Overall, the actuals are tracking according to the activities the Port has incurred during 91.6% of the year as outlined in the budget, except for the financial impact of delaying the toll increase rollout by one month.

**7. DIRECTOR'S REPORT:** Michael McElwee, Executive Director, reminded the Commission that a special meeting is scheduled on June 26, 2018 at 5 p.m. for the second reading and approval of Ordinance 24-2018. McElwee continued that the implementation of the Waterfront Parking Plan is underway, and the Event Site is very busy. Staff training for parking enforcement personnel occurred on June 7 and 8, and full enforcement will begin on June 25. High water conditions are abating in the Columbia River. Reservoir Control reports that the water levels should go down gradually.

## 8. COMMISSIONER, COMMITTEE REPORTS:

- a. **Marina Committee** – meeting cancelled.

## 9. ACTION ITEMS:

**a. Adopt the Approved Fiscal Year 2018-19 Budget.** In conformance with financial policies, the annual budget for the Port of Hood River is prepared by staff for review and approval by the Budget Committee and subsequent adoption by the Port of Hood River Commission. Budget Committee and staff's suggested changes were included.

**Motion:** Approve Resolution 2017-18-7 for the adoption of the FY 2018-19 budget with the above mentioned adjustments and recommendations.

**Move:** Sheppard

**Second:** Meriwether

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**



**b. Approve Budget Transfer for Fiscal Year 2017-18.** A budget transfer is an adjustment usually done at the end of the fiscal year to reflect changes that have occurred since the adoption of the original budget.

**Motion:** Approve a Budget Transfer Resolution No. 2017-18-8 for the FY 2017-18 budget.

**Move:** Shortt

**Second:** Meriwether

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**c. Approve Amendment No. 1 to Contract with OTAK for NEPA Technical Advisory Services Not to Exceed \$30,000.** Chuck Green, Senior Planner at OTAK, Inc., has provided valuable technical assistance since January of this year. Green has significant experience working on prior bridge replacement efforts, and his technical knowledge and expertise will be essential during the FEIS process.

**Motion:** Authorize Amendment No. 1 to contract with OTAK, Inc., for NEPA technical advisory services, not to exceed \$30,000.

**Move:** Meriwether

**Second:** Shortt

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**d. Authorize Contract with Summit Strategies for Washington DC Government Affairs Services Not to Exceed \$76,000.** The Port had significant success with its government relations strategy in fiscal year 2017-18 when the Oregon legislature awarded \$5 million to the Port to complete environmental studies and granted the authority to consider Public Private Partnerships. Looking ahead to the bridge replacement efforts in FY 2018-19, the Port must be positioned to advocate for the project replacement efforts in FY 18-19. This includes advice, advocacy, and technical expertise from Summit Strategies.

**Motion:** Authorize legislative advocacy contract with Summit Strategies in an amount not to exceed \$76,000 for federal services.

**Move:** Shortt

**Second:** Sheppard

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**e. Authorize Contract with Boswell Consulting for Olympia, Wash. Government Affairs Services Not to Exceed \$54,000.** Looking ahead to the bridge replacement efforts in FY 2018-19, the Port must be positioned to advocate for the project replacement efforts in FY 18-19. Boswell Consulting is doing a great job in Olympia with WA representatives.

**Motion:** Authorize legislative advocacy contract with Boswell Consulting in an amount not to exceed \$54,000 for services in Olympia, Washington.

**Move:** Shortt

**Second:** Sheppard

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**f. Authorize Contract with Thorn Run partners for Salem, Ore. Government Affairs Services Not to Exceed \$48,500.** Looking ahead to the bridge replacement efforts in FY 2018-19, the Port must be positioned to advocate

for the project replacement efforts in FY 18-19. Thorn Run Partners will continue to advocate for Port priorities in Salem.

- Motion:** Authorize legislative advocacy contract with Thorn Run Partners in an amount not to exceed \$48,500 for services in Salem, Oregon.
  - Move:** Shortt
  - Second:** Sheppard
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**g. Authorize Contract with Walker/Macy for Lot #1 Planning Services Not to Exceed \$62,000.** The Commission has discussed the need to collaborate with the Hood River Urban Renewal Agency about the future development of Lot #1 including the challenge of constructing necessary infrastructure and the potential for utilizing tax increment financing. A proposal from Walker/Macy would accomplished many tasks toward preparation of the Infrastructure Framework Plan for Lot #1.

- Motion:** Authorize contract with Walker/Macy for Lot #1 Planning Services not to exceed \$62,000 plus reasonable reimbursable expenses.
  - Move:** Meriwether
  - Second:** Shortt
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**h. Approve Amendment No. 1 to Contract with S2 Contractors for Paving Jensen Building Parking Lot.** S2 Contractors Inc. executed a contract with the Port on May 3<sup>rd</sup> to repave the existing parking lot on the west side of the Jensen building. Due to changes in elevations, the project required additional base rock and additional entry way paving that was not allocated in the project. Additionally, the concrete island at the marina parking lot entrance needed to be patched.

- Motion:** Approve Change Order No. 1 with S2 Contractors Inc. for the West Jensen lot repave in the amount of \$36,049.
  - Move:** Meriwether
  - Second:** Shortt
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**i. Approve Amendment No. 1 to Contract with Vista GeoEnvironmental for Stadleman Waterline Extension Design Services Not to Exceed \$4,000.** The Port executed a contract with Vista GeoEnvironmental Services to design the waterline extension for the Crystal Springs Water District (CSWD) expansion. The project took over a year to finalize with CSWD, and more design work was needed than anticipated.

- Motion:** Approve Contract Amendment No. 1 with Vista GeoEnvironmental Stadleman Water Line extension design services in the amount of \$4,000.
  - Move:** Shortt
  - Second:** Everitt
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

**j. Approve Change Order No. 1 with Crestline Construction for the Stadleman Waterline Expansion Not to Exceed \$10,926.** At the pre-construction meeting, it was determined that the right of way was not large enough to accommodate the size of vault required which resulted in a Pre-Construction Change Order.

**Motion:** Approve Change Order No. 1 with Crestline Construction Company, LLC for the Stadleman Waterline Expansion project, not to exceed \$10,926.

**Move:** Shortt

**Second:** Everitt

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**10. CLOSE HEARINGS ON ORDINANCE 24-2018.** President Streich closed public hearing at 6:50 p.m.

**11. COMMISSION CALL:** None.

**12. EXECUTIVE SESSION:** President Streich recessed Regular Session at 6:53 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

**13. POSSIBLE ACTION.** None.

**14. ADJOURN:**

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

**Move:** Meriwether

**Second:** Sheppard

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

\_\_\_\_\_  
Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
Hoby Streich, President, Port Commission

\_\_\_\_\_  
John Everitt, Secretary, Port Commission

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*Port of Hood River Commission  
 Meeting Minutes of June 19, 2018 – Work Session  
 Marina Center Boardroom  
 1:30 p.m.*

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

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2:30 P.M.

***Introduction to NEPA – National Environmental Policy Act***

- Present:** Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; from staff Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, and Jana Scoggins.
- Attendees:** Curtis King, Senator, Washington; David Poucher, Mayor, City of White Salmon; Betty Barnes, Mayor, City of Bingen; Lorrie DeKay, Columbia River Gorge Commission; Gordie Kelsey, Klickitat County; Marc Thornsbury, Port of Klickitat; Tim Corner, Charlie Vanden Heuvel, and Tammy Kaufman, Insitu.
- Panelists:** Angela J. Findley, PMP, WSP Engineering, Portland, Or.  
 Lowell Clary, President of Clary Consulting Company, Tallahassee, Fla.
- Media:** Emily Fitzgerald, Hood River News  
 Ken Park, White Salmon Enterprise

President Hoby Streich called the meeting to order at 2:30 p.m. and provided a brief overview of the agenda and the purpose of the meeting. Senator King encouraged Washington and Oregon states to continue their focus on an interagency collaboration to make this project successful. Following introductions, Kevin Greenwood, Bridge Replacement Project Director, spoke about the background history of the Hood River/White Salmon Interstate Bridge, and various elements of prior study efforts and processes related to this year’s Final Environmental Impact Study (FEIS) effort.

Greenwood introduced Angela J Findley, WSP Project Manager, who summarized the various steps and regulations within the National Environmental Policy Act (“NEPA”) process. Findley presented that NEPA is a procedural law established to provide a framework for environmental planning and decision-making by Federal agencies. Before a decision is made, NEPA directs federal agencies during the project planning and permitting process to conduct environmental reviews to consider potential impacts on the environment by their proposed actions. Findley continued that federal agencies act as environmental trustees and must assure safe, beneficial, healthful, productive, esthetically and culturally pleasing surroundings. They strive to achieve a balance between population and resource use, and decisions must be made in the best overall public interest. Certain activities cannot proceed before a NEPA decision is made. Additionally, Findley discussed the essential elements of the NEPA process which include the purpose and need, alternatives, impacts and mitigation, public involvement, interagency coordination, and documentation and decision steps. Findley stated that at the end of the NEPA process, which should take about 2-2.5 years, the Bridge Replacement Project design should be between 15% and 30% complete. Findley stated that the essential effort at this point is keeping a forward progress.

Lowell Clary, Clary Consulting, described the process flow schedule for the Environmental Process, NEPA actions and decisions, funding and financing flow, and project delivery analysis. Kevin Greenwood noted that construction of a new bridge is a relatively straightforward project; however, a detailed study with an oversight committee to evaluate approaches to financing, construction, and operation of a replacement bridge is required.

Greenwood commented that to ensure this evaluation is as responsible as possible to local ideas and issues, the Port seeks to establish a Bi-State Bridge Replacement Advisory Committee. Kevin Greenwood concluded the meeting with a second presentation outlining the immediate and near-term next steps.

Both Angela Findley and Lowell Clary fielded questions from attendees, Commissioners, and staff.

**11. ADJOURN:**

- Motion:** Motion to adjourn the work session.
  - Move:** Streich
  - Discussion:** None
  - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 4:47 p.m.

Respectfully submitted,

\_\_\_\_\_  
Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
Hoby Streich, President, Port Commission

\_\_\_\_\_  
John Everitt, Secretary, Port Commission

*Port of Hood River Commission  
 Meeting Minutes of June 26, 2018 Regular Session  
 Marina Center Boardroom  
 5:00 p.m.*

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

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

**Present:** Commissioners Hoby Streich, Ben Sheppard, John Everitt, Brian Shortt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Daryl Stafford, and Jana Scoggins.

**Absent:** Meriwether

**Media:** None

- 1. CALL TO ORDER:** President Streich called the meeting to order at 5:17 p.m.
- 2. MODIFICATIONS, ADDITIONS TO AGENDA:** A revised copy of Ordinance 24-2018 was provided at the meeting. The copy is also available on the website. Revision were made to the final paragraph to correct dates.
- 3. OPEN PUBLIC HEARING AND SECOND READING: PORT ORDINANCE 24-2018, AN ORDINANCE REGULATING CONDUCT ON PORT PROPERTY AND REPEALING ORDINANCE NO. 24**

**Motion:** Open Public Hearing and Second Reading by Title Only: Port Ordinance 24-2018, an Ordinance regulating conduct on Port property and repealing Ordinance No.24  
**Move:** Streich  
**Second:** Shortt  
**Discussion:** None  
**Vote:** **Aye:** Unanimous

No comment received.

- 4. PUBLIC COMMENT:** None.

**5. CLOSE HEARING ON ORDINANCE 24-2018**

**6. ACTION ITEMS:**

**a. Adopt Ordinance 24-2018, Governing Conduct on Port Property and Repealing Ordinance 24.** As business and recreational activities, development, and other changes occur on Port properties over time, there is a periodic need to consider updates to Port Ordinance 24. Notable changes to the most recent ordinance relate to paid parking on the waterfront, a tobacco prohibition, and new language clarifying the rules for the flying of drones on Port Properties.

**Motion:** Adopt Ordinance 24-2018 governing conduct on Port property and repealing Ordinance 24.  
**Move:** Everitt  
**Second:** Shortt  
**Discussion:** None  
**Vote:** **Aye:** Unanimous

**b. Approve Marine Fueling Contract with Hood River County Sheriff.** The Hood River County Sherriff Marine Deputy provides patrol and emergency response services that significantly enhance the safety of the Port’s waterfront recreational properties. One limitation on the available time for the Marine Division patrols is the current practice of taking on fuel at the County Shop. Allowing the Marine Division vessels to fuel at the Marina Fuel Dock would result in increased patrol time on the river.

**Motion:** Authorize agreement with Hood River County for payment of Marine Division fueling costs during summer months, not to exceed \$6,000.  
**Move:** Shortt  
**Second:** Sheppard  
**Discussion:** None  
**Vote:** **Aye:** Unanimous

**7. COMMISSION CALL:** None.

**8. EXECUTIVE SESSION:** President Streich recessed Regular Session at 5:25 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

**13. POSSIBLE ACTION.** None.

**14. ADJOURN:**

**Motion:** Motion to adjourn the meeting.  
**Move:** Shortt  
**Second:** Sheppard  
**Discussion:** None  
**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

The meeting was adjourned at 6:18 p.m.

Respectfully submitted,

\_\_\_\_\_  
 Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
 Hoby Streich, President, Port Commission

\_\_\_\_\_  
 John Everitt, Secretary, Port Commission



# Commission Memo



Prepared by: Fred Kowell  
Date: July 24, 2018  
Re: Annual Reappointments – Legal Counsel, Auditor, Insurance Agent of Record

---

**Legal Counsel Reappointment** -- Section 15 of the Port's Governance Policy states an attorney shall be selected by the Commission and that the adequacy and cost/benefit of legal counsel shall be reviewed every five years (or fewer if circumstances so dictate). The Commission approved a Legal Services Agreement with Jaques Sharp Attorneys at Law ("Jaques") at the January 6, 2015 meeting and this Agreement is valid until terminated by either party. No action is required at this time to reappoint Jaques.

**Auditor Reappointment** -- Section 16 of the Governance Policy states an auditor shall be selected and appointed by the Commission and retained on a yearly retainer fee; and that the adequacy and cost/benefit of the auditor shall be reviewed every five years or fewer if circumstances dictate. Pauly Rogers and Company, P.C. was retained in 2012 to audit the Port's financial statements for the fiscal years ending June 30, 2012 through June 30, 2014, with options to audit financial statements for each of the three subsequent fiscal years. The reappointment provides an opportunity for the Commission to have a discussion with staff regarding audit services that are provided to the Port. Action to reappoint Pauly Rogers and Company, P.C. as the Port's audit firm for FY 2018-19 is recommended.

**Insurance Agent of Record Reappointment** – Section 17 of the Governance Policy states an Insurance Agent(s) of Record shall be selected and appointed by the Commission. The section further states that Requests for Proposals ("RFP") shall be solicited every five years. Columbia River Insurance ("CRI") has served as the Port's insurance agent for many years. During this fiscal year, the Commission will need to consider giving direction to the Executive Director and/or the President regarding a RFP solicitation. Until that direction is received, staff recommends reappointing CRI as the Port's insurance agent for FY 2018-19.

## RECOMMENDATIONS:

1. Approve reappointment of Columbia River Insurance as Insurance Agent-of-Record for FY 2018-19.
2. Approve reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2018-19.

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# Commission Memo



Prepared by: Anne Medenbach  
Date: July 24, 2018  
Re: Amendment No. 3, HTCAI, South Hangar DDA

---

Hood Tech Corp. Aero Inc., (HTCAI) would like to extend their Ground Lease Option (GLO) for another six months. HTCAI are getting close to a final design but are still working through additional business considerations and high construction costs.

Staff has yet to see a final building plan but has been working on utility plans and expects to have final building plans in August. The HTCAI team is working with local utilities to get sign off on all utility plans before a building permit can be approved. The final design will be significantly simpler than the initial design in the DDA. It will likely be hangar space only with little office space.

**RECOMMENDATION:** Approve Amendment No. 3 to the Ground Lease Option with Hood Tech Corp., Aero Inc., subject to legal counsel review.

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**AMENDMENT NO. 3 TO OPTION TO GROUND LEASE**

Whereas, the **PORT OF HOOD RIVER**, a municipal corporation (“Port”) and **HOOD TECH CORP., AERO INC.**, an Oregon corporation, (“Developer”), entered into an Option to Ground Lease effective July 28, 2017 (“GLO”), to allow Developer to lease approximately 25,000 square feet of land located along Airport Drive at the Ken Jernstedt Airfield, in the area described in Exhibit A attached to the GLO (“Property”);

Whereas the Port and Developer amended the GLO by Amendment No. 1 to Option to Ground Lease (“GLO Amendment 1”) to extend the Term, as defined in the GLO, as amended, to May 1, 2018;

Whereas the Port and Developer amended the GLO by Amendment No. 2 to Option to Ground Lease (“GLO Amendment 2”) to extend the Term, as defined in the GLO, as amended, to August 1, 2018;

Whereas, Developer wishes to extend the option exercise deadline to account for changes in Developer’s proposed Project, as described in the South Development Agreement between the parties effective July 26, 2017, (“SDA Agreement”) as amended, and to account for changes in the Project Schedule;

Whereas the parties are contemporaneously entering into an agreement to amend the South Development Agreement, Ken Jernstedt Airfield (“First SDA Amendment”), modifying the Scope of Development and Project Schedule, as those terms are defined in the SDA Agreement, as amended, necessitating a further extension of the GLO to accommodate the Project Schedule; and

Whereas the parties have reached a general framework agreement on the Ground Lease, Exhibit D of the SDA Agreement, and are currently in negotiations of a final agreement on the Ground Lease:

Therefore, the parties agree to amend the GLO, as amended by the GLO Amendment 1 and GLO Amendment 2, as follows:

1. The expiration date, as amended to May 1, 2018 by the GLO Amendment 1 and to August 1, 2018 by GLO Amendment 2 (“Term”) is hereby changed to December 1, 2018.
2. The GLO, as amended, may be exercised only upon final agreement between the parties as to the terms of the Ground Lease.

Except as modified by this Amendment No. 3 to Option To Ground Lease, all terms and conditions of the GLO, as amended, shall remain unchanged and in full force and effect.

This Amendment No. 3 to Option to Ground Lease shall be effective on the last date signed by the parties.

PORT OF HOOD RIVER

By: \_\_\_\_\_  
Michael S. McElwee, Executive Director

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

HOOD TECH CORP., AERO, INC.

By: \_\_\_\_\_  
Jeremy Young, President

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

# Commission Memo



Prepared by: Anne Medenbach  
Date: July 24, 2018  
Re: Addendum No. 3, Wyeast Laboratories Inc.

---

Wyeast Laboratories, Inc. has been a tenant in the Timber Incubator building in Odell since 2013. The company is growing and has been endeavoring to construct a new building to accommodate that growth. Their current lease expired as of June 30 and the tenant is currently in holdover status.

They would like to extend their lease for one more year to allow construction of their new building to be complete. This Addendum No. 3 extends the lease and increases the rate by \$0.05/sf.

**RECOMMENDATION:** Approve Addendum No. 3 to Lease with Wyeast Laboratories, Inc. in the Timber Incubator Building.

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**ADDENDUM NO. 3 TO LEASE**

Whereas, the Port of Hood River ("Lessor") and WyEast Laboratories, Inc. ("Lessee") entered into a lease of 5,000 square feet at 3875 Heron Drive, Suite 100 and 200, Odell, Oregon, effective July 1, 2013 ("Lease"); and,

Whereas, Lessee Addendum number 2 extended the lease through June 30, 2018; and

Whereas, Lessee is in the process of constructing a building and would like one more year in which to do so; and

Therefore, Lessor and Lessee agree as follows:

1. The Lease term shall be renewed and the Lease shall remain in effect through June 30, 2019.
2. The lease rate shall increase to \$0.60 per square foot per year, effective as of July 1, 2018 through June 30, 2019.

Except as modified by Addendum No.1, Addendum No. 2 and this Addendum No. 3 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

By: \_\_\_\_\_  
Michael S. McElwee, Port of Hood River, Executive Director

By: \_\_\_\_\_  
Jeannette Kreft-Logsdon, President, Wyeast Laboratories, Inc.

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# Commission Memo



Prepared by: Fred Kowell  
Date: July 24, 2018  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$4,940.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$4,940.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

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

RECEIVED  
JUL 03 2018

BY: \_\_\_\_\_

CREDIT CARDS ACCEPTED

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

Page: 1  
July 03, 2018  
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
680.00	340.00	0.00	0.00	-680.00	\$340.00
ORDINANCE #24					
5,820.00	20.00	0.00	0.00	-5,820.00	\$20.00
ORDINANCE #23					
370.00	980.00	0.00	0.00	-370.00	\$980.00
LEASE (Hood River Distillers)					
0.00	400.00	0.00	0.00	0.00	\$400.00
EXPO SITE DEVELOPMENT (					
0.00	60.00	0.00	0.00	0.00	\$60.00
NAITO DEVELOPMENT CONSERVATION EASEMENT					
20.00	0.00	0.00	0.00	-20.00	\$0.00
PROPERTY SALE (					
40.00	1,980.00	0.00	0.00	-40.00	\$1,980.00
SOUTH RUNWAY PROJECT					
20.00	0.00	0.00	0.00	-20.00	\$0.00
TOLLING SYSTEM UPGRADE (Kapsch Traffic Com Corp)					
140.00	0.00	0.00	0.00	-140.00	\$0.00
ORDINANCE 24 AMENDMENT 1 - SMOKING BAN					
260.00	180.00	0.00	0.00	-260.00	\$180.00

HOOD RIVER, PORT OF

Account No: Ju  
P:

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
TOLL ENFORCEMENT	0.00	680.00	0.00	0.00	0.00	\$680.00
P3 - BRIDGE	1,000.00	0.00	0.00	0.00	-1,000.00	\$0.00
OVERWEIGHT TRUCK ENFORCEMENT	280.00	0.00	0.00	0.00	-280.00	\$0.00
WATERFRONT PARKING	9,030.00	220.00	0.00	0.00	-9,030.00	\$220.00
FEIS	0.00	40.00	0.00	0.00	0.00	\$40.00
BOATHOUSE LEASES	0.00	40.00	0.00	0.00	0.00	\$40.00
	<u>17,660.00</u>	<u>4,940.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-17,660.00</u>	<u>\$4,940.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30th OF JUNE UNLESS OTHERWISE STATED

# Commission Memo



Prepared by: Anne Medenbach  
Date: July 24, 2018  
Re: Maritime Site Development Discussion

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On June 26, the Commission provided feedback to staff regarding proposed and potential future development of the Maritime site. The Commission directed staff to provide more information and opportunity for input in the planning and evaluation phases now underway.

At the Commission's request, Hood River City Planning Director Dustin Nilsen will attend the public session to discuss zoning at the Maritime site and answer any questions the Board may have about the Waterfront Refinement Plan for Subarea 3. A Zoning Overview sheet is attached for reference.

Following this discussion, the following related topics will be discussed (related materials attached in order):

- 1. Real Estate Portfolio Analysis Summary**
- 2. Current Maritime Site Plan**
- 3. Site Evaluation Tool** – *(please fill out the attached questionnaire and bring to the meeting)*
- 4. Site Marketing and Preferred Tenant/Buyer Type**

**RECOMMENDATION:** Discussion.

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**Waterfront Refinement Plan – Quick Reference**

	<b>Uses</b>	<b>Frontage</b>	<b>Setbacks</b>	<b>Building Height</b>	<b>Building Size Standards</b>	<b>Parking</b>
<b>Light Industrial</b>	<p><i>Allowed:</i></p> <ul style="list-style-type: none"> <li>Light Industrial (office uses, wholesale sales, marketing, training and outside storage)</li> <li>Industrial office</li> <li>Caretaker's residence for on-site industrial</li> <li>Sales and display of products provided sales are limited to those accessory and essential to the permitted use</li> <li>Parking lots</li> <li>Transportation facilities</li> </ul>	20 ft. on dedicated public street	None	Max. 45 ft.	<ul style="list-style-type: none"> <li>Industrial Office uses up to 25,000 SF of gross floor area. May be greater than 25,000 SF as a conditional use and additional design standards.</li> <li>Sales and display of products provided cannot exceed 2,500 SF or 25% of the gross floor area within the building, whichever is less</li> </ul>	<ul style="list-style-type: none"> <li>One off-street parking space for each employee</li> <li>Adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele</li> <li>Bicycle parking, depending on proposed use (specified in Table 17.20.040-A)</li> </ul>
<b>Waterfront Overlay</b>	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> <li>Front: Max 20 ft.</li> <li>Rear: None</li> <li>Side: None</li> </ul>	Max. 45 ft.	<ul style="list-style-type: none"> <li>Building size standards are determined by the subarea standards (below); if there are no subarea standards specified, then LI standards (above) apply</li> </ul>	<ul style="list-style-type: none"> <li>Prohibited in front setback</li> <li>Commercial/Retail Uses: 1 space for 300 SF gross floor area</li> <li>Drinking and eating establishments: 1 space for 200 SF gross floor area (including outside seating areas)</li> </ul>
<b>Subarea 1</b>	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Additional Permitted Uses:</i></p> <ul style="list-style-type: none"> <li>Launch sites for non-motorized water sports</li> <li>Food carts</li> <li>Non-motorized water sport schools and rentals</li> <li>Commercial retail uses (but prohibited in northernmost 250 ft.)</li> <li>Parks and playgrounds</li> </ul> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street  Buildings may not occupy more than 50% of the street frontage of North First Street and Riverside Drive	<ul style="list-style-type: none"> <li>Front: Max. 10 ft.</li> <li>Rear: None</li> <li>Side: None</li> <li>No buildings are permitted between the esplanade and the top of the upper bank</li> <li>No commercial retail uses in northernmost 250 ft.</li> </ul>	Max. 24 ft.	<ul style="list-style-type: none"> <li>Max. Square Footage: 16,000 SF</li> <li>Commercial and light industrial uses: Max. Floor Area: 7,000 SF (includes the exterior dimensions of temporary structures, e.g. vending carts)</li> </ul>	See Waterfront Overlay
<b>Subarea 2</b>	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Additional Permitted Uses:</i></p> <ul style="list-style-type: none"> <li>Commercial retail uses, including the provision of goods and/or services for sale to the public</li> <li>Professional Office uses which are not accessory and essential to a permitted light industrial use</li> </ul> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> <li>Front: Max 20 ft.</li> <li>Rear: None</li> <li>Side: None</li> </ul>	Max. 45 ft.	<ul style="list-style-type: none"> <li>Commercial retail uses cannot exceed 1,500 SF or 10% of the gross floor area</li> <li>Total commercial retail square footage in the building (accessory to industrial and non-accessory) cannot exceed 2,500 SF or 25% of the gross floor area within the building, whichever is less</li> <li>Professional Office uses cannot exceed 25% of the gross floor area within a building</li> </ul>	See Waterfront Overlay
<b>Subarea 3</b>	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> <li>Front: Max 20 ft.</li> <li>Rear: None</li> <li>Side: None</li> </ul>	Max. 28 ft.	Max. Building Footprint: 25,000 SF	See Waterfront Overlay
<b>Subarea 4</b>	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> <li>Front: Max 20 ft.</li> <li>Rear: None</li> <li>Side: None</li> </ul>	Max. 45 ft.	Max. Building Footprint: 25,000 SF	See Waterfront Overlay

Note: There are no minimum lot sizes. If a design or development standard is not specified under a subarea, then the standard from the waterfront overlay applies. If there is no standard specified in the overlay, then the LI standard applies.

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# Real Estate Asset Strategy



May 2018

Prepared by: Port of Hood River & EcoNW

Port of Hood River  
1000 E. Port Marina Dr.  
Hood River, OR 97031



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## BACKGROUND AND PURPOSE

The Port of Hood River (The Port) maintains a property portfolio that includes vacant land and improved properties with leased buildings. The Port wants to maximize the management of these properties in a way that achieves the Port's policy goals. Port staff, with the assistance of the consulting firm ECONorthwest, have developed a **Real Estate Asset Strategy** to guide decision-making in the near and mid-term. This *Strategy* shows the overall picture of the Port's real estate portfolio by providing (1) a baseline understanding of existing building characteristics and performance and (2) an assessment of the development potential for vacant undeveloped Port-owned properties.

To inform the strategy, Port staff used market information and other assumptions to complete detailed analyses on both existing building performance and potential new development on vacant Port land.

Over the next several years, the Port will revisit the Strategy and refine its recommendations as decisions emerge and the bridge replacement effort is clarified.

This document is organized as follows:

- **Port Property Holdings.** This section provides a summary of the Port's existing buildings and vacant land holdings.
- **Real Estate Asset Strategy.** This section provides a framework for the Port's property related decision-making. It summarizes the Port's policy goals, the local real estate market context, and a set of development strategy options that the Port Commission can consider for real estate development in the near to mid-term. Finally, this section documents the Port Commission's direction to staff regarding real estate holdings and development for Fiscal Year 2018-2019.

There are several appendices that provide supplemental information to this strategy:

- Appendix A. Property Detail Cut Sheets
- Appendix B. Property Leasing Strategy
- Appendix B. Methods



**PORT PROPERTY HOLDINGS**

The Port currently owns five types of properties: Industrial, Commercial, Open space/recreational, the Marina, and the airport. The Port has 208,000 square feet of building space within these five property types. Because the Port owns numerous properties—both existing properties with leased buildings and vacant developable land—there are potentially many development options for the Port Commission to consider.

**AIRPORT PROPERTIES**



Identifier	Name	Square Feet	Map Key
AD1	Commercial Hangars	60,000	
AD2	Box Hangars	30,000	

**ODELL PROPERTIES**



Identifier	Name	Square Feet	Map Key
M2	Lower Mill-1015	60,984	
LM- MOU	1011 & 1017	206,038	
M3	Lower Mill-902	212,137	
M1	JWBP	28,314	
JWBP	Timber Incubator	10,000	

WATERFRONT PROPERTIES



Identifier	Name	Square Feet	Map Key
Wasco	Wasco Building	13,310	<span style="display:inline-block; width:15px; height:15px; background-color: #e91e63;"></span>
Big 7	Big 7 Building	41,670	<span style="display:inline-block; width:15px; height:15px; background-color: #2196f3;"></span>
IL3	Maritime East	87,120	<span style="display:inline-block; width:15px; height:15px; background-color: #4b0082;"></span>
IL4	Maritime West	87,120	<span style="display:inline-block; width:15px; height:15px; background-color: #8e0000;"></span>
Maritime	Maritime Building	38,400	<span style="display:inline-block; width:15px; height:15px; background-color: #8e0000;"></span>
Hal	Halyard Building	20,000	<span style="display:inline-block; width:15px; height:15px; background-color: #9c27b0;"></span>
IL1	Jensen S	15,350	<span style="display:inline-block; width:15px; height:15px; background-color: #42a5f5;"></span>
IL2	Lot D2	27,700	<span style="display:inline-block; width:15px; height:15px; background-color: #004d40;"></span>
Jensen	Jensen Building	53,582	<span style="display:inline-block; width:15px; height:15px; background-color: #00796b;"></span>
C1	Barman	35,283	<span style="display:inline-block; width:15px; height:15px; background-color: #e91e63;"></span>
C2	B2	27,700	<span style="display:inline-block; width:15px; height:15px; background-color: #00796b;"></span>
C4	Marina Park	106,722	<span style="display:inline-block; width:15px; height:15px; background-color: #8e0000;"></span>
Marina Park	DMV Building	2,320	<span style="display:inline-block; width:15px; height:15px; background-color: #8e0000;"></span>
Marina Park	Chamber Building	5,757	<span style="display:inline-block; width:15px; height:15px; background-color: #8e0000;"></span>



## REAL ESTATE ASSET STRATEGY

The Port of Hood River derives much of its operating income from cash flows associated with its property assets. For this reason, the Port desires to think strategically about its property portfolio. This is an important exercise; careful management of the Port's real assets will not only maintain current cash flows, but may open up investment opportunities and enable actions that perpetuate the Port's economic development mission.

This section describes the framework for how Port Staff evaluated the Port's real estate portfolio, both at the individual property level, and also from an entire portfolio perspective. Additionally, this section documents the process by which Port Staff presented options for near-term property related actions to the Port Commission and, ultimately, the decisions made by the Port Commission regarding those actions.

This section is intentionally organized to walk the reader through the real estate asset strategy—the core components of which are; (1) the Port's Policy Assumptions; and (2) a set of property-focused criteria. Later in this section, we document the process undertaken to recommend near-term actions to the Port Commission, and the results the Commission's deliberation and direction.

## PORT POLICY ASSUMPTIONS

To have a strategy, one must have guiding principles or assumptions to identify and guide actions. Drawing from the Port's bylaws and other strategic documents, Port Staff developed seven "Strategic Policy Assumptions." The intention of these Policy Assumptions is not to define individual actions, but to, at a high level, state the goals the Port is trying to achieve when making property related decisions. The Policy Assumptions can be thought of as general guidelines for all real estate asset related decision-making.

The seven Policy Assumptions are presented below:

### STRATEGIC POLICY ASSUMPTIONS

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

The policy assumptions reflect the Port's roles as an incubator for economic development in the Hood River area and a responsible steward of its properties. They balance the Port's desire to support Hood River area businesses at all stages of growth, with the need for the organization to be financially

resilient in the face of fluctuating market cycles and concerns regarding an over-reliance on the income from the Hood River Bridge.

Port Staff presented draft policy assumptions to the Port Commission during the March 22<sup>nd</sup>, 2018 work session. With input from the Commission and after consideration and discussion, staff brought amended policy assumptions to the Port Commission work session on April 3<sup>rd</sup>, 2018. The Port Commission confirmed the amended policy assumptions during the April 3<sup>rd</sup> meeting, and directed Port staff to use the amended assumptions going forward.

The policy assumptions presented above are the amended and final versions for fiscal year 2018/19. In future years, it may be appropriate for the Port Commission to reconsider one, several, or all of the policy assumptions. Changes to Port owned assets, major swings in economic or market conditions, or unforeseen events, may require an adjustment or reconsideration.

## EVALUATION CRITERIA

In addition to the policy assumptions described in the previous section, specific criteria are needed to thoroughly examine and decide on property-level actions. Moreover, where the policy assumptions are a high-level guide for the Port’s approach to its real estate assets, the Port staff can use the evaluation criteria to evaluate each property’s qualities and determine individual property actions.

Like the policy assumptions, Port staff created draft lists of evaluation criteria, presented them to the Port Commission for consideration, and then amended them as directed. There are two sets of evaluation criteria, shown below.

- The first set is for consideration of existing buildings. The existing building criteria poses questions about the buildings current cash flows, contribution to the Port’s goals, and the potential for future earnings or redevelopment.
- The second set of criteria is for “Future Development Opportunities” or FDOs. These are Port-owned properties that may be suitable for new development or redevelopment (e.g. vacant land or a property with an aging building). The FDO criteria is almost solely focused on the property’s future capacity for development and the potential results of that development.

### EXISTING BUILDING ASSESSMENT

1. Does this property contribute to the Port’s revenue?
2. What is the property’s need for future capital investment?
3. What is the potential for redevelopment?
4. To what degree does this property fill an important market niche or need?
5. Does this property contribute to a diverse property portfolio?
6. What is the marketability of the property?

### FUTURE DEVELOPMENT EVALUATION

1. What is the estimated development cost?
2. What are the risk factors in developing this property?
3. What is the job creation potential for this property?
4. What is the potential for this project to become a catalyst for other local projects?
5. What is the potential for this property to increase the Port’s revenue base?
6. Does this property contribute to the Port’s diverse property portfolio?
7. How would developing this property affect the Port’s debt capacity?
8. What is the ideal timing to develop this property?



## DECISION MATRIX

The policy assumptions provide the general guide for the Port’s asset strategy and the evaluation criteria provide a tool for individual property to property decision-making; how can all of the Port’s properties then be evaluated side by side? To accomplish this task, Port staff worked with ECONorthwest to develop a decision matrix for both existing buildings and FDOs.

These decision matrices allow for a portfolio-wide view of existing buildings and FDOs—displaying the relative strength of each criterion side by side. Decision matrices are commonly used to encourage properties in need of action to “float to the top”, i.e. rank higher, in the aggregate, than all other properties. Here, Port staff is using the matrices differently. Port staff created a matrix for each set of properties, existing buildings and FDOs, and their corresponding criteria. They then used spotlight colors—green, yellow, and red—to show how well each property performed under each criterion. Here the point is less the aggregate “score” of each property, but a reflection on where each property stands in relation to its equivalents. Moreover, with finite resources, the Port has limited property investment options, the matrices are designed to help identify which properties may deserve the most attention, and how each property fits into the entire Port portfolio. Therefore, properties at the top of the list may warrant the most attention, but others farther down the list may require less pressing actions.

Using the evaluation criteria, Port staff analyzed each property—existing buildings and FDOs—and filled out the corresponding matrix. Port staff then brought the preliminary matrices to the Port Commission for comment and review during the April 3<sup>rd</sup> Port Commission Meeting.

The final matrices for fiscal year 2018/19 are discussed below.

### EXISTING BUILDINGS

**Exhibit 1** shows a summary of how the Port’s existing buildings perform for each criterion. The properties are ordered from best performance to weakest performance. Although the criteria evaluation exercise is qualitative in nature, the ranking of properties helps one understand the relative strength of each property.

**Exhibit 1: Existing Building Analysis Summary**

Property Name	Significant Cash Flow	High Demand	Provides Diversity	Highly Marketable	Low Capital Investment Need	High Redev't Potential
Maritime	Green	Green	Red	Green	Red	Green
Jensen	Red	Green	Green	Green	Red	Yellow
Wasco	Green	Green	Red	Green	Green	Red
Halyard	Green	Green	Red	Green	Yellow	Red
Big 7	Green	Green	Green	Yellow	Red	Yellow
Timber Inc.	Yellow	Green	Red	Green	Yellow	Yellow
Chamber	Red	Green	Red	Green	Yellow	Green
DMV	Red	Green	Red	Green	Yellow	Green

Source: Port of Hood River staff analysis

### FUTURE DEVELOPMENT OPPORTUNITIES

The future development opportunities (FDOs) matrix in **Exhibit 2** is similar to the existing conditions matrix, however the framing is focused on the development potential for each FDO. In contrast to the analysis of existing buildings, the FDO evaluation is focused on future development potential.

**Exhibit 2: Future Development Opportunities Analysis Summary**

Name	#	Equity Req't under \$1.5m	Significant Cash Flow	Significant Job Potential	Immediate Opportunity	Shovel Ready	Provides Diversity	Fills Need	Catalyzes Development	Meets Return Req't
Maritime East	IL3	🟡	🟢	🟢	🟢	🟢	🟢	🟢	🟢	🟢
S. Jensen	IL1	🟢	🟢	🟢	🟡	🟡	🟢	🟢	🔴	🟢
Lot D2	IL2	🟢	🟢	🟢	🟡	🔴	🟢	🟡	🟢	🟢
Lower Mill 1015	M2	🟢	🟡	🟡	🟡	🟢	🟢	🟢	🟡	🟡
Lot B2	C2	🟢	🟢	🟢	🔴	🔴	🟢	🟢	🟡	🟢
Barman	C1	🟢	🟢	🟢	🔴	🔴	🟢	🟢	🔴	🟢
John Webber BP	M1	🟢	🟢	🟢	🔴	🔴	🟢	🟢	🔴	🟢
Lower Mill 902	M3	🟢	🟢	🟢	🔴	🔴	🟢	🟢	🔴	🟢
Maritime West	IL4	🟡	🟡	🟢	🟡	🔴	🟢	🟢	🟡	🟡
Marina Park	C3	🔴	🟢	🟢	🔴	🔴	🟢	🟢	🟡	🟢
Airport Box	AD2	🟢	🔴	🔴	🟡	🔴	🟢	🟢	🟢	🔴
Airport Commercial	AD1	🔴	🔴	🟡	🔴	🔴	🟢	🟡	🟢	🔴

Source: Port of Hood River staff analysis

Property related actions will be discussed in the next section of the report.



RECOMMENDATIONS AND ACTIONS, FISCAL YEAR 2018/19

This section provides a summary of Fiscal Year 2018/19 recommendations for existing buildings and properties with future development opportunities based on the qualitative evaluation process outlined in the previous two sections and analysis by Port staff. This is a "working document", meaning that the Port Commission will revisit the recommendations outlined in this section each year (starting in 2019), with new information from Port staff based on market conditions, property inquiries, and other factors.

EXISTING BUILDINGS

The Port's portfolio of existing buildings, excluding the airport and marina, consists of eight multi-tenanted buildings. Understanding what stage each of the Port's buildings are at can help Port staff to be aware of potential future outlays or property repositioning options. All buildings follow a standard life cycle:

- **Retain/Maintain:** One to 20-year-old buildings that are stable cash producers. May need minor repairs (paint, flooring, doors).
- **Remodel:** 25- to 50-year-old buildings with major building system replacements required (Roof, HVAC, siding, windows).
- **Redevelop (FDO):** 40- to 50+-year-old buildings that need major structural repairs/changes.
- **Sell:** A building with a location or use that no longer fits with mission of the Port. Selling of the asset would fund a project that fits mission.

Exhibit 3 summarizes the life cycle stage and property performance for each of the Port's existing buildings. For existing buildings, most of the Port's long-term leases are expiring over the next five years. For buildings that will not be undergoing redevelopment, the recommendation is: **renegotiate these into triple net leases**. While rental rates will not necessarily increase to be in line with the market (except for the Jensen Building), the Port will be able to pass through actual operating expenses. This change will increase the Port's net operating income, essentially doubling income at two buildings and improving performance for others.

The Maritime site is shown as both an existing building and an FDO. The site is large, and the proposal is to construct a building to the east of the existing building and keep the existing building functioning until such time as it makes sense to demolish and rebuild. The S. Jensen site is a portion of land that has a small, decrepit building and vacant land that could host a new building while keeping the existing large Jensen building in place.

Exhibit 3: Recommendation Summary for Existing Buildings

Property Name	Life Cycle Stage	FY 2019 Action	Significant Cash Flow	High Demand	Provides Diversity	Highly Marketable	Low Capital Investment Need	High Redev't Potential
Maritime	Maintain/Redevelop	Develop Excess land- FDO	Green	Green	Red	Green	Red	Green
Jensen	Maintain	Develop excess land- FDO	Red	Green	Green	Green	Red	Yellow
Wasco	Maintain	Maintain	Green	Green	Red	Green	Green	Red
Halyard	Maintain	Maintain	Green	Green	Red	Green	Yellow	Red
Big 7	Remodel	New Roof	Green	Green	Green	Yellow	Red	Yellow
Timber Inc.	Remodel	Minor repairs	Yellow	Green	Red	Green	Yellow	Yellow
Chamber	Remodel	Roof repairs	Red	Green	Red	Green	Yellow	Green
DMV	Remodel	Maintain	Red	Green	Red	Green	Yellow	Green

## DEVELOPMENT OPTIONS

Exhibit 4 summarizes near- and long-term recommendations for each FDO property, along with any immediate actions. This table is divided into properties with immediate actions and properties with long-term actions. There are four properties with immediate actions: Maritime East, South Jensen, the Lower Hanel Mill Lots, and the Airport Box property.

**Exhibit 4: Recommendation Summary for Future Development Opportunities**

Name	#	Recommendation		Immediate Actions
		Near-term	Long-term	
<b>Immediate Actions</b>				
Maritime East	LI4	Develop	Hold	<ul style="list-style-type: none"> <li>Budget for A &amp; E in 2018/19 and construction in 2019/20</li> <li>Revise lease with HRD</li> <li>Begin MOU negotiations</li> </ul>
S. Jensen	LI1	Develop	Hold	<ul style="list-style-type: none"> <li>Budget for A &amp; E and site preliminaries in 2018/19</li> <li>Market the site for potential build to suit development 2019/20</li> <li>Enter into negotiations with parties 2019/20</li> <li>Budget for construction in 2020/21</li> </ul>
Lower Hanel Mill 902, 1011, 1017 & 1015	LI2	Sell	N/A	<ul style="list-style-type: none"> <li>Complete Stadleman water line extension</li> <li>Finalize DDA with Neal Creek Forest Products</li> <li>Complete wetland mitigation and fill project</li> </ul>
Airport Box	A1	Land Lease	Develop	<ul style="list-style-type: none"> <li>Survey and prepare the site</li> <li>Market the site</li> </ul>
<b>Long-Term Actions</b>				
Maritime West	LI4	Hold	Develop	<ul style="list-style-type: none"> <li>Demolish existing building</li> </ul>
Lot D2- Lot 1 LI	LI2	Hold	Land / Building Lease/Sell	<ul style="list-style-type: none"> <li>Infrastructure needed</li> </ul>
Lot B2- Lot 1-LI with commercial Overlay	C2	Hold	Land / Building Lease/Sell	<ul style="list-style-type: none"> <li>Infrastructure needed</li> </ul>
John Webber Business Park	M1	Hold	Sell	<ul style="list-style-type: none"> <li>Complete wetland fill</li> <li>Extend utilities</li> </ul>
Marina Park	C4	Hold	Develop	
Barman	C1	Hold	Sell/Develop/Lease	Clarify access
Airport Commercial	A1	Hold	Land Lease/Develop	<ul style="list-style-type: none"> <li>Complete COVI infrastructure extensions</li> <li>Complete south side underground utilities</li> </ul>

## APPENDIX

### A. PROPERTY CUTSHEETS

This appendix provides a two-page profile of each of the Port's properties, including analysis of existing property performance, a land lease vs. sale analysis, a cash flow model, and (for some properties) a pro forma model showing the performance of a potential redevelopment project on the property.

### B. EXISTING BUILDING STRATEGY

This appendix provides a narrative regarding a lease strategy for existing building and how that strategy impacts performance.

### C. METHODS

This appendix describes how Port Staff and ECONorthwest reviewed the Port's portfolio of properties. This section also provides a listing of real estate definitions and assumptions that the team used to conduct the analysis.



**ZONING DATA**

PRIMARY ZONE: LI - LIGHT INDUSTRIAL ZONE  
 OVERLAY ZONES: WATERFRONT OVERLAY ZONE, IAMP - INTERCHANGE AREA MANAGEMENT PLAN, SUBAREA: 3  
 EXISTING USE: LIGHT INDUSTRIAL  
 BUILDING SETBACKS (LI, SUBAREA 3):  
 FRONT: MAXIMUM OF 20'  
 SIDE: NONE  
 REAR: 75' FROM TOP OF BANK  
 MAXIMUM BUILDING FOOTPRINT: 25,000SF  
 MAXIMUM BUILDING HEIGHT: 28'  
 BICYCLE PARKING REQUIREMENTS:  
 RETAIL: 2 UNCOVERED OR 1 PER 12,000SF, 2 COVERED OR 1 PER 12,000SF  
 OFFICE: 2 UNCOVERED OR 1 PER 40,000SF, 2 COVERED OR 1 PER 10,000SF  
 AUTO PARKING REQUIREMENTS:  
 LI - LIGHT INDUSTRIAL ZONE REQUIRES 1 PARKING SPACE PER EMPLOYEE  
 MINIMUM LANDSCAPED AREA: 15% (TBD)  
 WATERFRONT TRAIL: LANDSCAPED AT LEAST 20' LANDWARD OF EDGE OF TRAIL



C O L U M B I A R I V E R

**LIVERMORE**  
 ARCHITECTURE &  
 ENGINEERING, INC.

Phone: 503-892-3002  
 www.livermoreae.com

MARITIME SITE  
 910 PORTWAY AVENUE  
 HOOD RIVER, OR 97031

JOB: 218007.00  
 DATE: 03/07/18  
 SCALE: NO SCALE

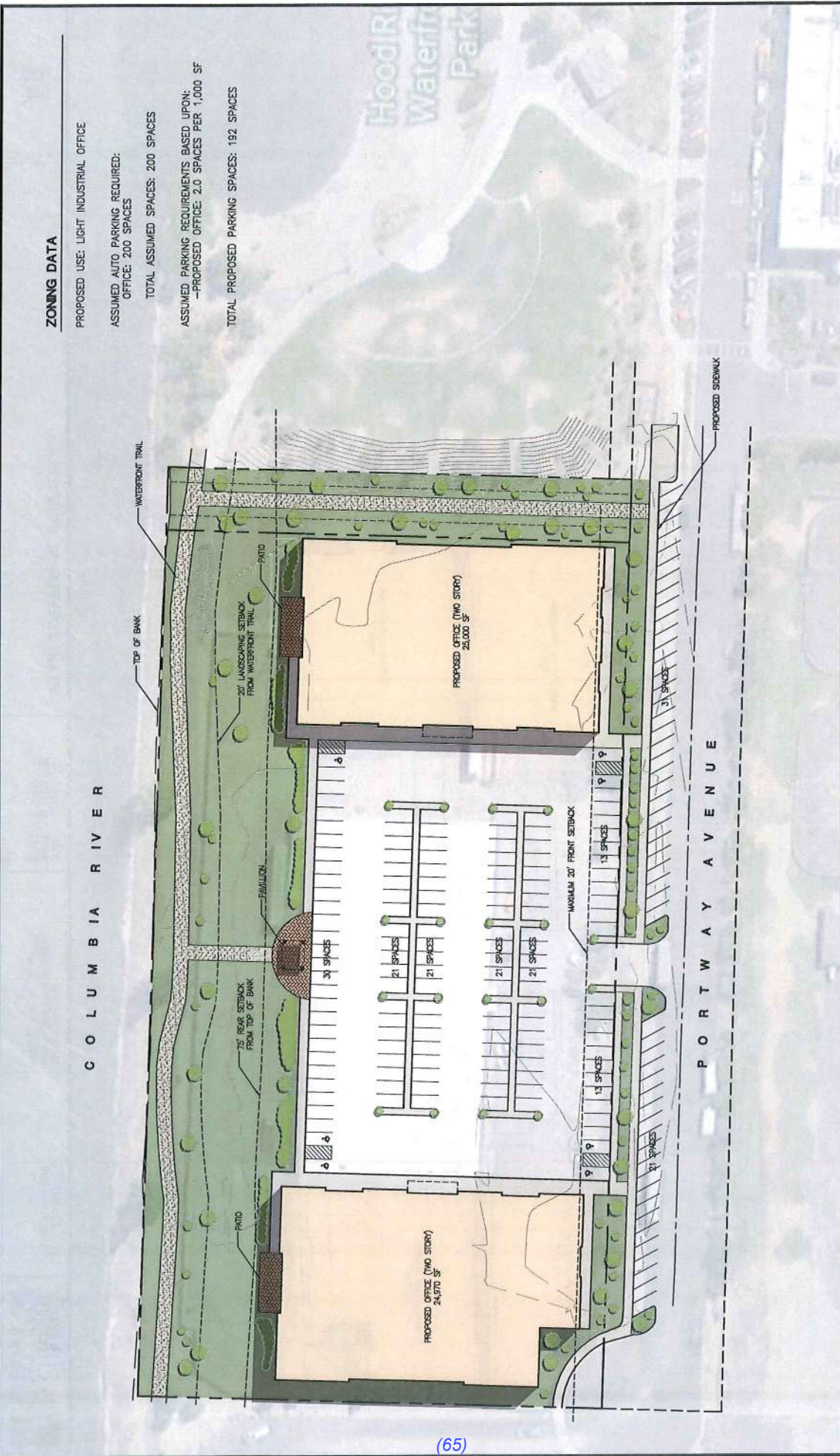
SITE LOCATION PLAN

A0









**ZONING DATA**

PROPOSED USE: LIGHT INDUSTRIAL OFFICE

ASSUMED AUTO PARKING REQUIRED:  
OFFICE: 200 SPACES

TOTAL ASSUMED SPACES: 200 SPACES

ASSUMED PARKING REQUIREMENTS BASED UPON:  
—PROPOSED OFFICE: 2.0 SPACES PER 1,000 SF

TOTAL PROPOSED PARKING SPACES: 192 SPACES

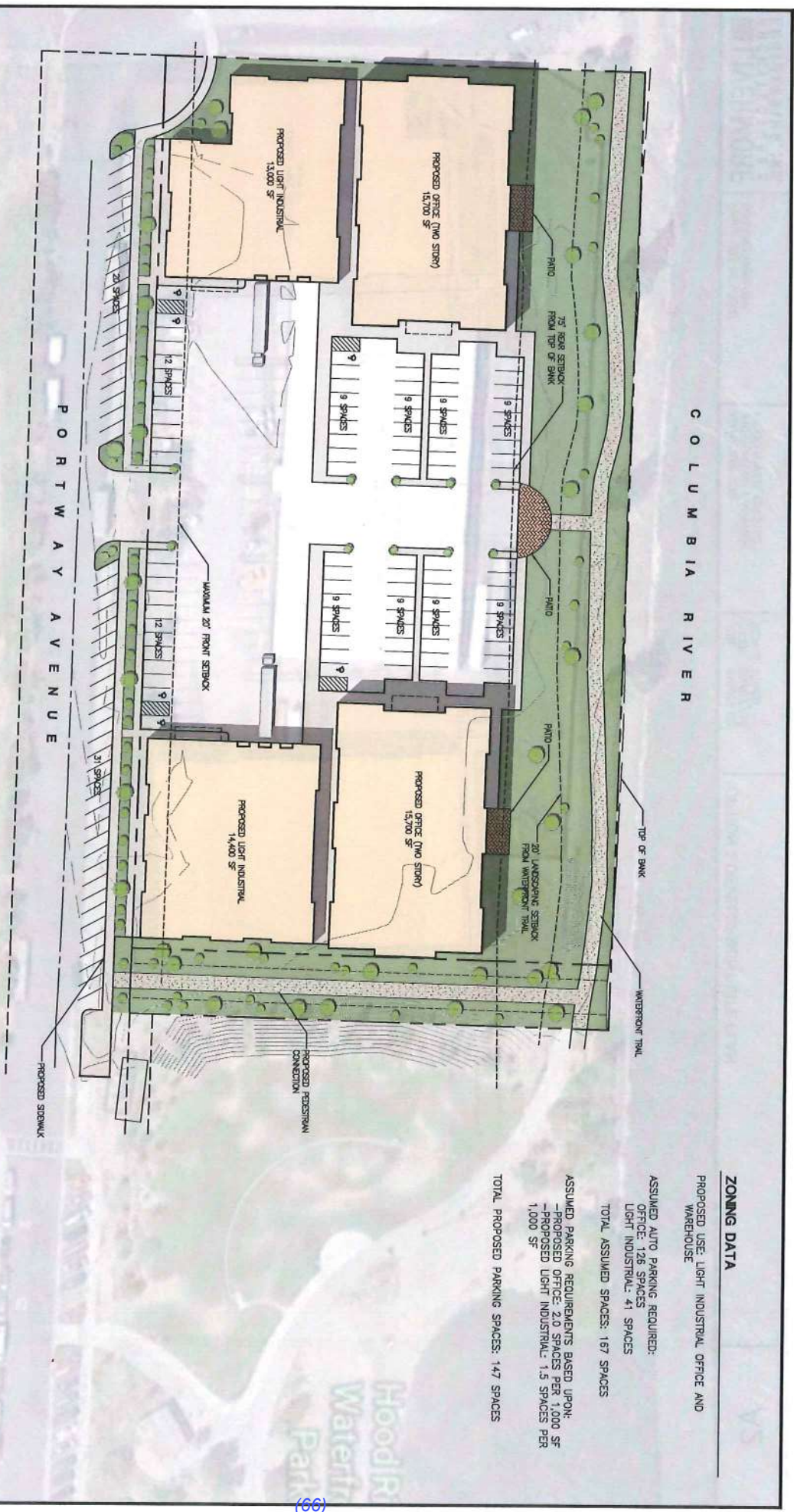
C O L U M B I A R I V E R

P O R T W A Y A V E N U E

<p>Phone: 503-892-3002 www.livermore.com</p>	<p>MARITIME SITE 910 PORTWAY AVENUE HOOD RIVER, OR 97031</p>	<p>JOB: 218007 00 DATE: 03/07/18 SCALE: 1"=60'</p>	<p>OPTION 2 DEVELOPMENT SITE PLAN</p>
			<p>A2</p>

**LIVERMORE**  
ARCHITECTURE &  
ENGINEERING, INC.





C O L U M B I A R I V E R

P O R T W A Y A V E N U E

**ZONING DATA**

PROPOSED USE: LIGHT INDUSTRIAL OFFICE AND WAREHOUSE

ASSUMED AUTO PARKING REQUIRED:

OFFICE: 128 SPACES

LIGHT INDUSTRIAL: 41 SPACES

TOTAL ASSUMED SPACES: 167 SPACES

ASSUMED PARKING REQUIREMENTS BASED UPON:  
 -PROPOSED OFFICE: 2.0 SPACES PER 1,000 SF  
 -PROPOSED LIGHT INDUSTRIAL: 1.5 SPACES PER 1,000 SF

TOTAL PROPOSED PARKING SPACES: 147 SPACES

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Phone: 503-892-3002  
 www.livemore.com

MARITIME SITE  
 910 PORTWAY AVENUE  
 HOOD RIVER, OR 97031

JOB: 218007.00  
 DATE: 03/07/18  
 SCALE: 1"=60'

OPTION 3 DEVELOPMENT SITE PLAN

A3

# Maritime Site Evaluation Tool

## Challenges:

- Existing Building remains during and after construction
- Set back limitations
- Building height and footprint limitations per Code
- Wastewater treatment plant
- Sewer outfall easement bisects site
- Land lease or build to suit only
- Limited allowed uses
- High community expectations for
- Adjacent to park
- Trail access
- Construction costs

## Site Development Goals

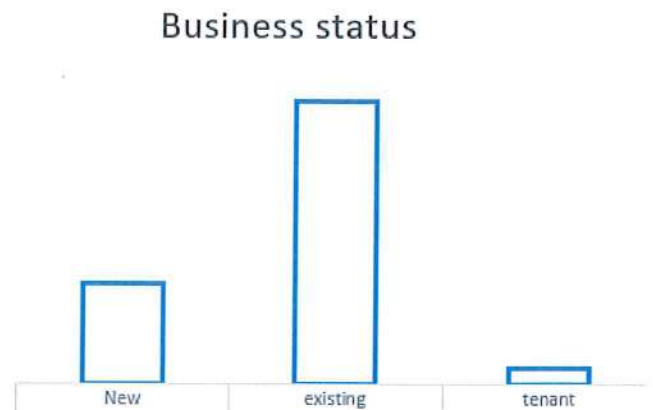
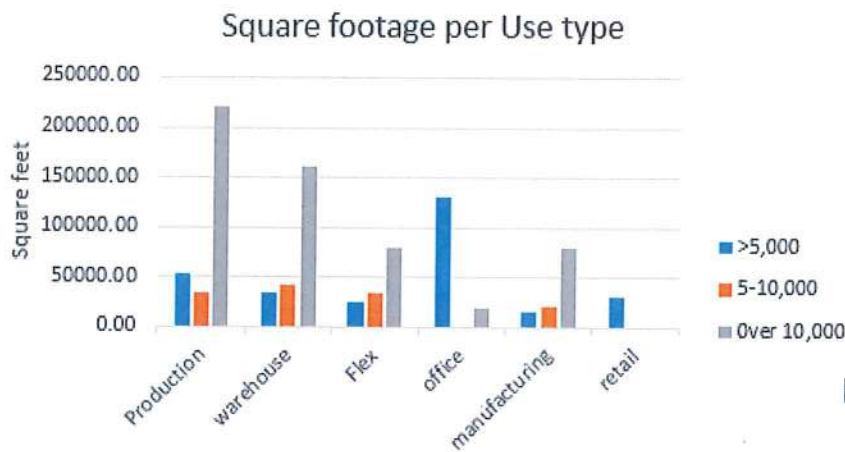
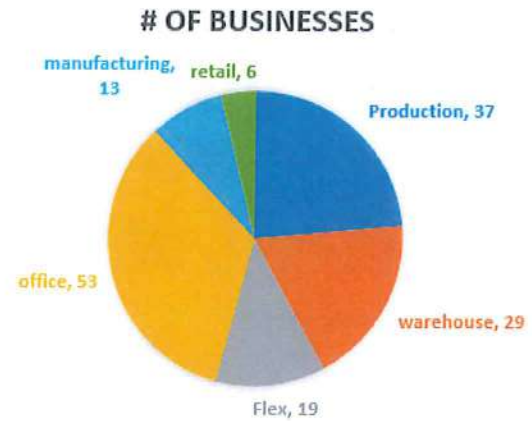
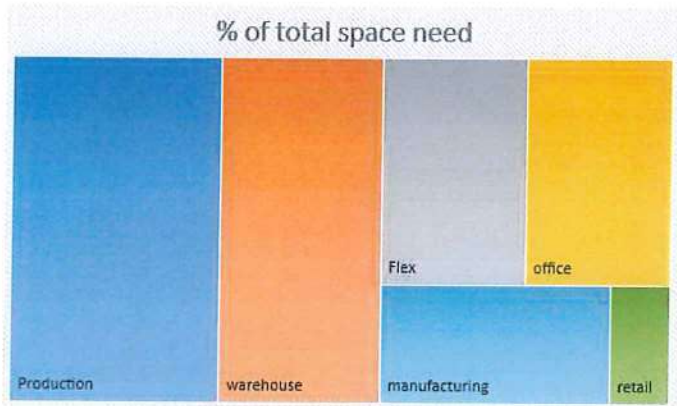
Rate each goal from 1-15 in order of importance regarding how the site should be used (1 = most important, 14 = least important). Use each number only once.

Site use	Rating
Supports Local business expansion	
Provides Family wage jobs & benefits (above Cnty. median)	
Provides High quality design	
Compatible with existing waterfront design and tenant mix	
Pedestrian Friendly	
Enhances views	
Improves riverfront access	
Environmentally sustainable	
Financeable tenant	
Timing fits with Port budget	
Fills market need	
Maximizes return	
Brings new businesses to HR	
Flexible space	
Type of business (what it sells/promotes)	
Other...	

# Target business analysis

## a. Known real estate needs (2014-2018)

970,000 sf total need (from staff survey)



Largest need is for big space production space followed closely by warehouse for mostly large, local users who are expanding. Office needs are for both existing tenants who are expanding and also for many small new businesses who need 1-2 offices. Not a big need for medium sized spaces. The majority is for large or small space.

## Hood River-White Salmon Bridge Replacement Project

Project Director Report

July 24, 2018

The following summarizes Bridge Replacement Project activities from June 20 through July 24, 2018.

### FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Separate action item in packet for authorizing contract negotiations with WSP.

### PROJECT DELIVERY CONSIDERATION

Along with Port CFO Fred Kowell, Project Director attended the International Bridge, Tunnel & Turnpike (IBTTA) Summit on Finance and Policy, Monday, July 23<sup>rd</sup> in Portland. The Summit focused on transportation funding, finance, road usage charging, and public policy related to the most effective ways to improve mobility in a constrained resource environment. Sessions included tolling as part of tax policy, public perspectives on tolling, the long-term financial implications of connected and autonomous vehicles, managing change and tolling the interstates. We also met with David Klings, Piper Jaffrey, who participated in the January work session.

### COMMUNITY OUTREACH

#### WASHINGTON STATE UPDATE

- Based upon Washington State Senator Curtis King's request, the Port invited Matt Ransom, Executive Director, of the Southwest Washington Regional Transportation Council (RTC) to serve on the Bridge Replacement Committee on July 6th. The RTC has been a constant player in the effort to study the bridge replacement over the last twenty years. Ransom agreed to participate and communicate process to the RTC board.
- The Northshore Four, or NS4 for short, is the coalition made up of Klickitat County, Cities of White Salmon and Bingen and the Port of Klickitat. On July 6, the NS4 sent a signed letter (*included in packet*) inviting the Port to meet to discuss the following items:
  - Key Decisions regarding the FEIS
  - Bi-state Framework
  - Post-FEIS Process

There has been interest by the NS4 to look past the current FEIS phase and begin the discussion of the subsequent phases leading up to construction and operation of a new bridge. Management has been working with the Commissioner Streich and Shortt to draft a response.

- Steve Siegel is looking at Washington State legislative issues and staff will be meeting with him on July 24<sup>th</sup> to review progress. Separate action item for extending his contract on tonight's agenda.



## COLUMBIA RIVER INTERTRIBAL FISHING COUNCIL (CRITFC) UPDATE

Executive Director McElwee attended the CRITFC Board Meeting in Warm Springs on June 22<sup>nd</sup> and his presentation was well received by tribal representatives. The purpose of the presentation was not only to give an update on the bridge replacement project, but also to request their assistance in participating in the Bridge Replacement Advisory Committee. There was tribal discussion about whether the request should be to the individual tribes. McElwee also had a follow-up lunch with CRITFC Board Member and Yakama Tribal Member, Bill Yallup and I'll be following up with Jamie Pinkham, Exec. Dir. of CRITFC, on Thursday, to learn how the Council wants to proceed.

### INDIVIDUAL MEETINGS

- Peter Cornelison, Hood River City Council, Mon. July 23.
- Rich McBride, Hood River County, Thurs., July 26

-###-





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P.O. Box 1366  
Vancouver, WA 98666-1366

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360-397-6132 fax  
<https://www.rtc.wa.gov>

#### Member Jurisdictions

Clark County  
Skamania County  
Klickitat County  
City of Vancouver  
City of Camas  
City of Washougal  
City of Battle Ground  
City of Ridgefield  
City of La Center  
Town of Yacolt  
City of Stevenson  
City of North Bonneville  
City of White Salmon  
City of Bingen  
City of Goldendale  
C-TRAN  
Washington DOT  
Port of Vancouver  
Port of Camas-Washougal  
Port of Ridgefield  
Port of Skamania County  
Port of Klickitat  
Metro  
Oregon DOT  
14th Legislative District  
17th Legislative District  
18th Legislative District  
20th Legislative District  
49th Legislative District

July 17, 2018

Hoby Streich, President  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031

Dear Mr. Streich:

The Southwest Washington Regional Transportation Council (RTC) received your invitation to participate on the Bridge Replacement Advisory Committee (BRAC) as part of your forthcoming Hood River–White Salmon Interstate Bridge final environmental impact statement and financial analysis studies. RTC will gladly accept your invitation to serve on the BRAC at this time.

As the state of Washington’s designated Regional Transportation Planning Organization for the counties of Klickitat, Skamania and Clark, RTC is involved in coordinating regional transportation planning among local, state and federal agencies within each of these counties. As part of that work, RTC has a long history of supporting, both directly and indirectly, studies to advance the replacement of the Hood River–White Salmon Interstate Bridge (*Bridge*). The current Regional Transportation Plan for Klickitat County (2014), lists the *Bridge* replacement project as the highest priority. We are encouraged that this current phase of work is proceeding, thereby advancing another step towards the *Bridge*’s ultimate replacement.

In relation to RTC’s participation on the BRAC, at this time, I will act as the lead delegate from RTC, and if appropriate, I will appoint Dale Robins to serve as RTC’s alternate in my absence. Additionally, I am looking to schedule a formal briefing of this project with the RTC Board of Directors at one of their recurring monthly meetings this fall. Such a briefing would be a good opportunity to present this project and the project work plan to the RTC Board, creating a starting point for the path ahead. I will coordinate with the Port’s Executive Director and Project Director in regards to that proposal.

Thank you for acknowledging RTC’s contribution in past regional initiatives and for inviting us to participate in this forthcoming work.

Sincerely,

Matt Ransom  
Executive Director

RECEIVED  
JUL 09 2018



July 6, 2018

Mr. Hoby Streich  
Port of Hood River  
1000 E Port Marina Dr.  
Hood River, OR 97031

Commissioner Streich:

Thank you for your letter dated June 18, 2018. We appreciate the Port of Hood River's expressed desire to find ways to collaborate with the Washington Entities in the months ahead and its recognition that "in the end, [a new bridge] will take both Washington and Oregon working together to make it a reality."

We concur and look forward to forming a partnership with the Port of Hood River. To that end, we propose a meeting of representatives from the Port of Hood River (perhaps a port commissioner, the executive director, and the FEIS project manager) and the representatives of the Washington Entities to discuss the following matters:

- Key Decisions (e.g. type/design/location, financing/delivery, engineering, and toll analysis)
- Bi-state Framework (e.g. agreement or organization)
- Post-FEIS Process (e.g. who, what, and how)

We are available to meet at 10:30am or 1:30pm on July 26 or, if that is not possible, July 25, 27, or 31. Furthermore, we are happy to meet at any location of your choosing or, if you prefer, the Port of Klickitat has made its conference room available. If you are agreeable to such a meeting, please contact Marc Thornsby (509-493-1655 or [mthornsby@portofklickitat.com](mailto:mthornsby@portofklickitat.com)) with a preferred date, time, and venue to facilitate scheduling the participants.

Sincerely,

Rex Johnston, Commissioner  
Klickitat County

Betty Barnes, Mayor  
City of Bingen

David Poucher, Mayor  
City of White Salmon

Marc Thornsby, Executive Director  
Port of Klickitat

**Executive Director's Report**  
 July 24, 2018

**Staff & Administrative**

- I recommend holding one Commission meeting in August. August 14 or 21 are preferred dates.
- There are three interns working for the Port this summer; Melissa Manzo Andres, Administrative Intern, Aidan Liddiard, Land Development Intern, and Connor Truax, Video Production Intern. The July 24 meeting will be chance to introduce them to the Commission and discuss the excellent work they are doing.
- GASB 75 is a governmental accounting standard which took effect for the Port with the June 30, 2018 fiscal year end. Our Port and other governmental entities covered by ORS 243.303 are required to provide retirees and their dependents with the opportunity to continue health care coverage until eligible for Medicare. This benefit is covered under GASB 75. SDIS has selected Milliman, Inc., an actuarial firm, to provide actuarial valuation services for SDIS members to comply with GASB 75.
- July 4 was another major event on the waterfront this year. Thankfully, there weren't any major issues. One change was the large crowd this year around the Marina Basin. The Button Bridge Intersection needed to be closed at 8:15 and created challenges with traffic control.

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**Recreation/Marina**

- Implementation of the Waterfront Parking Plan is going well. There are still some glitches with the handheld parking enforcement devices but generally things appear to align with Year 1 projections.
- Event Site pass sales through the end of June are summarized as follows:
 

	Summer 2018	Summer 2017
Pre-Season Auto	589	307
Pre-Season Oversize	14	9
Season Auto	<u>156</u>	<u>140</u>
	759	456
- Waterfront water quality monitoring by Columbia Riverkeepers is underway again. A sample collected at the Event Site on July 15 was the first this summer to exceed the EPA water quality limit. The follow-up sample on July 16 also exceeded the EPA minimum and warning signs were posted by Port staff along with information on our website and social media feeds. Thankfully, levels were below threshold on July 17.
- Attached is the weekly report from Event Site host Sharon Chow. These reports are prepared regularly by Ms. Chow and are tremendous help to staff. We are grateful to have the Chows back this summer.

- A tremendous variety of events are occurring on the waterfront this July and it appears this summer may be the busiest in many years. Among many other July activities, on July 16-21 the Gorge Downwind Paddle Championships were staged at Waterfront Park, Jensen and Lot #1. On July 15-17 KB4C occurred at the Event Site. Daryl is doing a tremendous job coordinating these many events.
- Warning buoys were installed adjacent to the Nichols seawall to alert swimmers to underwater obstructions. Unfortunately, two of the buoys were dragged to the east side of the basin after a few days. This is an example of one of the many issues that Facilities staff deals with every summer.
- Big Man's Rotisserie is now set up down near Waterfront Park at the northwest end of the Jensen Parking Lot. The food van offers a unique South African inspired BBQ menu. [www.bigmansrotisserie.com](http://www.bigmansrotisserie.com). We have received one complaint from a nearby restaurant.




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### Development/Property

- The Stadelman Waterline Project for Crystal Springs Water District is nearly complete. The vault will be installed the last week in July with the final chlorination completed the same week. Crestline has been doing an excellent job. Cooperation between adjacent land owners, the contractor, Crystal Springs, and the Port has been very good and any challenges have been easily addressed.
- The wetlands mitigation site for the Lower Mill wetlands is still undetermined. Our Land Development Intern, Aidan Liddiard, is working with Anne on a county-wide, comprehensive wetland strategy. In the meantime, staff continues to look for potential mitigation sites and other solutions. Staff will be visiting a new wetland bank in Wapato, Washington next week with other Hood River stakeholders to explore whether such a bank could work in Hood River.
- Staff hopes to go out to bid for the move of the dirt from the Lower Mill to the airport in August.
- Gorge.net have renewed their leases.

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### Airport

- The vacation of a portion of Airport Drive is complete.
- The Environmental Assessment (EA) was completed with all comments last week. It is now out for a 30-day public comment period. After that period, the EA will be fully complete. The Port will then be able to move forward with north side development tasks including:

- Finalizing the Connect 6 site work design
- Finalizing the land swap with Terri Brandt
  
- The initial joint wetland permit application to the Army Corps of Engineers and DSL was rejected last week. This is standard DSL practice and Port staff and consultants will be re-submitting within the next week.
  
- Staff will be holding an Airport Advisory Committee meeting on August 2nd at WAAAM.
  
- The tow plane for the Glider Club is currently out of commission and is being worked on.

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### **Bridge/Transportation**

- A full closure of the Bridge was planned for a two-hour time period starting at 11:00 p.m. on Thursday, July 19 and continuing through 1:00 a.m. Friday. Williams Pipeline Gas crews performed an inspections of their gas line utility. This work requires a full height lift of the bridge's lift span.
  
- Installation of new cameras at multiple locations on the Bridge is complete.
  
- The semi-annual fracture critical inspection of the bridge was carried out by David Evans Associates, Inc. and completed on July 16. This work was funded by ODOT with federal funds.
  
- A commercial truck in north bound lane on Friday July 13 hit the side rail, flattening guardrail for approximately 100 feet and in one area struck the guardrail so hard it has pushed uprights out 4-6 inches. Engineer Mark Libby reviewed the damage the following Monday and submitted the attached report.
  
- October 22-25 Facilities Manager John Mann will attend a symposium on heavy movable structures in Orlando, Florida. In addition to a presentation by our engineer Stafford Bandlow, topics will be covered in disciplines including: Electrical Systems, Ownership, Public Use, Management, Performance, Construction, Maintenance, Machinery and Mechanisms and Structural Elements.

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ES Host Report JULY 2nd. - 8th.:

July 2nd.:

Fairly quiet day today. A nice reprieve after the busy weekend. Not even any dog leashing education.....and Beach Sweep at 8:45 was a total bust. Gotta love it when every person shows responsibility and picks up their stuff. ☐ The lot was empty by about 9:40.

July 3rd.:

A LOT of education re: No kiting inside the Bouy line.

We had a number of kites jibing and switching boards inside the swim bay with several swimmers in the water. All of them were co-operative when we explained the safety of 'not mixing' swimming and kiting. Some 'Kite Rigging Area' education.....some dog leashing education.....some 'Trainer Kites to Lot 1 or the Sandbar' education.

Not a ton of users but it was a busy day. ☐.

Beach Sweep was a 'Clean Sweep' once again. The lot was empty by about 9:40.

July 4th.:

We parked out by early afternoon. It was actually a 'perfect weather' day for the festivities. Not too hot and not windy for the fireworks. The beach was absolutely packed with people. The best explanation I have is that it was totally 'civilized congestion'. The dog leashing education was minimal. Many people with personal fireworks took it out to the Sandbar .....which I thought was brilliant and oozed common sense. We had a fair bit of 'no fireworks on Port Property' education but I have to say that I did not get any 'attitude' whatsoever. Many of them also chose to then move it to the Sandbar. ☐. After the main fireworks, we were exhausted and went to bed. We did have some people let off personal fireworks.....but they went down by the waters edge. It may have helped that a Sheriff positioned himself in front of the washrooms and only left at 11:30 when what sounded like a Seal Bomb went off farther West. He 'flew' out of here. By then it was pretty much over here anyway. I personally did not see 'any' fireworks go off in the actual parking lot....which is a 'first' for us. I have to wonder if the Eagle Creek fire has made a lasting impression on people and they are more aware and careful. 😊

I think I actually fell asleep around midnight and it was a peaceful night. ☐. Zzz. Zzz

I think for next year it would be a wonderful addition to bring in a couple of Pot-a-Potties. We had a lineup 10-15 deep at the women's washroom pretty much all night. The men's had a lineup as well but not quite as long.

Probably the most respectful 4th. we've ever seen!!

July 5th.:

We woke up to a clean beach. ☐. A couple of the regular windsurfers (Tom & Mark) were up bright and early and grabbed a couple of garbage bags and did a beach sweep. ☐. Stellar wind kicked in about 10:00 and consequently we were parked out by 1:00. TONS of parking education today as people tried parking at the south ends of the painted spaces....and tried to park 3 cars in an Overlength space. Everyone was good when I re-directed them to Lot 1 though. ☐. It was crazy busy for a couple of hours with the parking and then things settled down. Minimal dog leashing education. Beach Sweep rendered a few things.....less than I would have expected the 'day after' the 4th. Though. Finally about 10:00 we went around and asked 4 vehicles to move along. 😊. It took until 10:30 for the lot to clear. Pretty late for this 'tired puppy'. ☐. I really believe that if we didn't promote leaving.....they would just stay all night.

July 6th.:

We parked out by 2:00 again today. Not as crazy with the parking situation though. ☐  
 We had a fair bit of 'no kiting in the Bay' education. John spoke with one fellow.....a very tall man....maybe 6' 6" .....weight lifter or body builder .....huge fellow. John said to him "Why do I have to talk to the biggest guy on the beach".....and they had a good chuckle over it. ☐. He stopped by the RV when he was leaving to ask if there was any other 'rules' he should know about before he breaks them.....and we all had a good laugh again. ☐. The gentle giant. Gotta love it when that happens!  
 Beach Sweep rendered a few things. It took until 10:15 to clear the lot. One vehicle with a flat tire spent the night.

July 7th.:

Pretty quiet morning due to no wind. About 11:00 people arrived with a vengeance and we were parked out before 1:00. OMG the parking was insane! We had 5 vehicles parked at the south ends of the rows in 'no parking' areas. We put notes on their windows but they didn't leave until later in the day. We spent well over an hour walking around educating people that they cannot park on 'no parking' areas and putting signage on vehicles. There was a steady stream of vehicles all afternoon driving up and down each row looking for a spot. There was over 100 vehicles parked in Lot 1 by about 2:00 and I didn't go over later to see how many more arrived. The lineup to the ladies washroom....and often the men's as well was consistent 'all' afternoon. There was CGWA windsurf races.....kite demos.....and a Celebration of Life for a windsurfer that passed away on January 8th. The beach was literally covered with people.....and every water sport imaginable .....as well as just plain spectators. I think today was actually busier than JULY 4th. There was minimal dog leashing education but we did re-direct a couple of people with kids kites out to the Sandbar. When people were packing up it became a steady stream of vehicles pulling up to the curb to load up. Beach Sweep was the busiest we've had yet. The same red van with the flat tire spent the night 'again', and Michael put an orange sticker on it. The lot was clear by 9:30 and these 2 tired puppies hit the pillow. We have learned that the only way to clear the lot at a reasonable time is to physically go around and let them know the park is closed and it's time to go. 1 .

Zzz, Zzz

July 8th.:

It was a lovely quiet reprieve from yesterday until about 2:00 when the wind started to come up. Until then it looked like 'SUP City' on the water and by 3:00 we had pretty much done the user switch from 'non wind' to 'wind' sports. We were parked out by 4:00. Rob had put cones at the end of every row in the morning and that definitely helped with the illegal parking thing. Bryce at the ticket booth thought Lot 1 was open when I told him we were parked out, but at 5:00 someone told me it was still locked up so I walked over to open the chain. By 6:30 the parking was starting to lighten up. The red Van with the flat tire finally left this afternoon. John spoke with a couple of kilters jibing in the Bay. Surprisingly Beach Sweep was only a few items for the brown bin, but there was quite of picnic garbage that I deposited in the garbage cans before it all flew down the beach overnight. The lot was empty by 9:40. Zzz, Zzz



# Memo

Date: July 2, 2018

Project: POHR Bridge – TO1 on-call

To: Michael McElwee, John Mann

From: Mark Libby

Subject: **Hood River NB guardrail damage**

## Background:

HDR was notified on Friday, June 29th, 2018 about a truck impact that morning that damaged much of the guardrail in the NB lane, including some deflection of guardrail posts and loss of top pipe rails. The situation was deemed non-critical and Port crews removed and replaced damaged pieces that could affect traffic over the weekend.



**Figure 1.** Span 16, P9 bent upper WT connection for pipe rail.

## Field Notes:

I visited the damaged areas Monday morning with John Mann and Port staff providing traffic control access. We noticed 2 posts in Span 16 that had slightly bent upper WT-sections, that support the top pipe rail. These were across from the posts labeled for deck panels P8 and P9. See Figures 1 and 2.



**Figure 2.** Span 16, P9 bent upper WT connection for pipe rail.

One post in Span 16 had severe damage to the upper WT connection and the coped web of the W8x24 post. Other than the coped portion of web at the top of the post, the remainder of the post appears to be undamaged. This post is across from the one labeled for deck panel P11. See Figures 3 and 4.



**Figure 3.** Span 16, P11 tear in coped web of post.



**Figure 4.** Span 16, P11 severe damage to WT pipe connection.

In Span 17 there were two posts with severe impact damage, as shown in Figures 5 and 6. It appears that the front flange of posts, at the coped section, were impacted in the longitudinal direction. These posts suffered plastic deformation in twisting and bending. The pipe rail at top was intact at these locations. These posts are across from those labeled for deck panels P32 and P30.

As we were driving off of bridge several sections of dislodged top pipe rail were noticed north of the sections discussed above.

### Recommendations:

The two posts noted here in Span 17 should be replaced. The diagonal bracing struts (2 – 3x2x1/4 angles) do not need to be replaced as the impact loads were not in the direction that these are designed for, nor does it appear that any distortions occurred. The WT7x19 members attached to the bottom flange of stringer, which the post is welded to, may need to be replaced but likely not. It appears that the distortion limits of twisting and bending were kept above the connection at the top flange of the stringers as shown in Figure 7. However, given the limited access to view the bottom connection, this should be confirmed by the crew replacing the posts.

The damaged post in Span 16, at Panel 11, should be replaced. We had discussed a repair for this post that Port staff could perform, but after seeing the posts in Span 17 it was decided to replace this post as well.

The other two posts with bent upper WT connections can remain in place with just replacing the upper WT and pipe rail connection sleeve.

The remaining locations with top pipe rail damage or dislocations should be looked at closely for additional upper WT connection replacements. See Figure 8, and the 2004 Deck Replacement plans, for details of the posts and railing system.



**Figure 5.** Span 17, P32 significant post deformation



**Figure 6.** Span 17, P30 significant post deformation



**Figure 7.** Span 17, distortion limits in post.

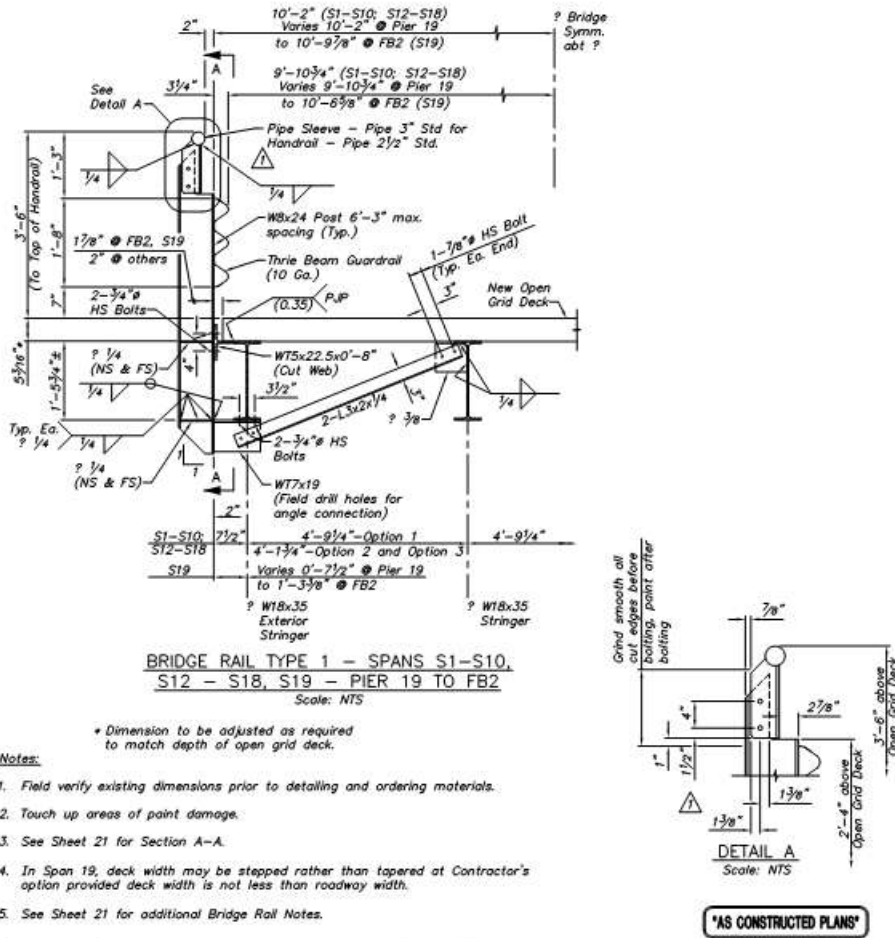


Figure 8. Bridge Rail Type 1 details.

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# Commission Memo



Prepared by: Kevin Greenwood  
 Date: July 24, 2018  
 Re: WSP Personal Services Contract

During the 2017 Oregon Legislative Session, the Port of Hood River was successful in obtaining a \$5 million appropriation to conduct final environmental impact studies related to the replacement of the Hood River-White Salmon Interstate Bridge. The largest single contract to be funded by this appropriation is the environmental engineering contract to obtain a Record of Decision (ROD) through a Final Environmental Impact Statement (FEIS). Once the ROD is obtained, the project has the federal environmental clearances to proceed with permits and construction. The success of the Port’s legislative ask was in part due to the significant work completed over the last twenty years including the Bridge Replacement Feasibility, Draft EIS (DEIS) and Type, Size and Location (TS&L) Studies. An October 2017 White Paper (<https://tinyurl.com/y7hmbqxx>) identified \$3,015,000 for Architectural/Engineering Fees related to an FEIS.

## CONSULTANT SELECTION PROCESS

The process to procure the FEIS contract began early this year when the Commission approved a contract with the Southwest Washington Regional Transportation Council (RTC) to prepare and facilitate the evaluation of the Request for Proposals (RFP). A bi-state evaluation committee (EISEC) convened to score and interview the proposers. Though very competitive, the EISEC scored WSP USA Inc. as the highest performing firm due, in part, to their past work (as Parsons Brinckerhoff) on prior bridge studies. Below is a timeline on the FEIS process:

Key timeline dates (Commission meetings in *italics*), X=completed:

- Release RFP .....March 28, 2018 X
- Pre-Submittal Meeting .....April 18, 2018 X
- Submittals Due to the SWRTC.....April 25, 2018 X
- EISEC Interviews top ranked proposers..... May 23, 2018 X
- Management Prepares Commission Staff Report ..... May 29, 2018 X
- *Commission Authorizes Negotiations to Begin* ..... June 5, 2018 X
- First Negotiation Meeting with Firm.....June 7, 2018 X
- Management Prepares Commission Staff Report ..... July 17, 2018 X
- *Commission Considers Contract Approval*.....July 24, 2018
- Contract Begins/Notice to Proceed ..... August 1, 2018

## CONTRACT NEGOTIATIONS

The Port Commission authorized management to begin negotiations with WSP on June 5<sup>th</sup> and staff met with the WSP team over the next six weeks to work through the scope and



budget. Chuck Green, the Port's NEPA advisor, provided valuable technical assistance by representing the Port's interests during negotiations.

The first scope and budget prepared by WSP in mid-June came in at \$3.65-million, \$500,000 over the proposed white paper budget. Overall, we reduced the initial contract by \$440,000 (-14%). Following is a brief discussion on each of the tasks outlined in Exhibit A "Statement of Work" and the effect on Exhibit B "Consultant Compensation" (i.e. project budget).

Project Management. The initial proposal identified a 36-month contract period and the Port pushed back to reduce the period to 24-months. We settled on a 30-month contract that eliminated dozens of meetings and consultant time and reduced number of general coordination meetings. This was a large savings. We also reduced the number of consultants that would attend meetings in Hood River. In Project Management alone, we were able to reduce the budget by -\$77k (-17%).

Public Involvement. The first proposal identified over a dozen events in the Gorge that the consultant team could attend to increase awareness about the project. We also cut other branding efforts that were viewed as luxury items (i.e. branded beer label) and reduced the number of outreach events to four. Identified a streamlined stakeholder interview concept by going from one-on-one interviews to small group interviews. Project Director will work with BRAC to identify stakeholders and schedule interviews reducing consultant time. WSP will coordinate directly with Port's Communications Manager on project updates and website notices. Several optional items were deferred including business cards, big project banner, business-related events, etc. Coordinated public events where possible with other scheduled activities. This task was pared back and reduced by -\$136k (-31%).

Project Delivery. This item was reduced by -\$6k (-23%) by reducing the number of consultants that would participate in industry forums related to P3 or other procurement activities.

Tolling/Revenue Coordination. This item was removed as a stand-alone task and added to Task 7, Transportation. The removal reduced the contract by -\$35k (-100%).

Environmental. This task will review prior studies and produce the new reports necessary to complete the FEIS. Clarified the number of staff attending different consultation meetings; made kickoff meeting a larger, broader event rather than several individual meetings. We were able to reduce this budget item by -\$123k (-10%).

Engineering. Work will include preparing design to 10% completion. Deferred wind study to the actual advanced design phase; clarified and condensed a few tasks including cost estimating (incorporating Mott MacDonald's recent work to update the cost estimate). This reduced the task item by -\$120k (-10%).

Transportation. Combined tolling/revenue study coordination and transportation analysis to support NEPA into one Transportation task. This removed some overlap

between the two tasks and reduced costs. This item was increased by +\$23k (+17%) by reducing the Tolling/Revenue Coordination activity and moving to this category.

Permit Assistance. Deferred post-NEPA items, but will re-consider near end of contract after budget review. This task was reduced by -\$16k (-9%).

## **CONTINGENCIES**

Though this contract does not identify a project contingency, WSP has built-in a quarterly review of the tasks and budget. The Port and WSP will establish a “management reserve” (noted in Sec. 1.4 of Exhibit A as “change control” item) where surplus tasks can be closed out, with surpluses shifted to management reserve as a de facto contingency budget for use elsewhere.

In addition, milestone-based budget reviews will allow for re-adjusting budgets as necessary.

Overall funding contingency of about 5-10% of the \$5-million grant allows for use if WSP/NEPA work has unexpected costs. Also reserved for advancing permits, potential early tolling/revenue studies, project delivery alternatives study, and miscellaneous items.

## **IMMEDIATE NEXT STEPS**

Upon execution of the contract, the Port will issue a Notice to Proceed and an internal meeting with key Port personnel will be scheduled in late July. A kick-off meeting with the Bridge Replacement Advisory Committee (BRAC) will be scheduled for August.

## **COMMISSION OPTIONS**

The following options for the Commission are as follows:

1. APPROVE PRESENTED CONTRACT. All signatures from WSP and Port Legal Counsel have been obtained and upon approval, the Executive Director can execute the contract.
2. REJECT PRESENTED CONTRACT AND DIRECT STAFF TO CONTINUE NEGOTIATIONS WITH WSP. The current proposed contract is 4.4% higher than the cost estimate from 2017. This is primarily driven by an increased public information campaign and project management involvement and an increase in costs over the past year.
3. DISCONTINUE NEGOTIATIONS WITH WSP AND ENTER INTO NEGOTIATIONS WITH PARAMETRIX. Considering that the current contract is within 4.4% of the 2017 cost estimate and that, if approved, work can begin the first of August, entering into new negotiations could delay the start of the project by a month or more with no certainty of a lower cost.

**RECOMMENDATION:** Authorize Personal Services Contract with WSP for Engineering Services associated with the Hood River/White Salmon Interstate Bridge Final Environmental Impact Study not to exceed \$3,148,000.



## PORT OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the Port of Hood River (Port or Owner), and:

Company	<u>WSP USA Inc.</u>	Contract #	<u>2018-01</u>
Address	<u>851 SW Sixth Ave., Ste. 1600</u>	PCA Project/Phase	<u>n/a</u>
City, State Zip	<u>Portland, OR 97204</u>		<u>n/a</u>
Phone	<u>503-417-9355</u>	Fax #	<u>n/a</u>

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

### Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Port approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on January 31, 2021. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

*Production and management of public involvement, coordination with other client contractors, environmental studies, engineering studies, transportation studies and permit assistance related to obtaining a Record of Decision for a Final Environmental Impact Statement.*

The Services are more specifically described in the **EXHIBIT A, Statement of Work**. Owner agrees to pay Consultant a sum not to exceed **\$3,148,000** for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

**EXHIBIT A: Statement of Work**  
**EXHIBIT B: Consultant Compensation**  
**EXHIBIT C: Insurance Provisions**  
**EXHIBIT D: Special Contract Provisions**

**EXHIBIT E: Critical Date Schedule**  
**EXHIBIT F: Rate Schedule**  
**EXHIBIT G: Assumptions and Exclusions**

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED PORT APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.



## 1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

## 2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance

with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within **Exhibits A and B**, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2. Consultant represents to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be

a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care; and

2.2.8. [Intentionally Blank].

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

### 3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in **Exhibit D-Special Contract Provisions**.

### 4. GENERAL CONTRACT PROVISIONS

4.1. **Contract Performance.** Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of

Services set forth in **Exhibits A and E**. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. **Time is of the essence in the performance of this Contract.**

4.2. **Access to Records.** For not less than three (3) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. **Funds Available and Authorized.** Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly, or other funding authority including self-generated funds, appropriations or other funds sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. **Insurance.** Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in **Exhibit C-Insurance Provisions**.

### 4.5 Indemnity.

4.5.1. **CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY.** CONSULTANT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. **CLAIMS FOR PROFESSIONAL LIABILITY.**



CONSULTANT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. [Intentionally Blank].

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of the State of Oregon or Owner or their officers, agents, and employees, for the acts or omissions of the State of Oregon, Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

#### 4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the State of Oregon or Owner, as those terms are used in ORS 30.265.

4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the

benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the State of Oregon or Owner of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

#### 4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or

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

**4.12. Force Majeure.** Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**4.13. Waiver.** The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

**4.14. Third Party Beneficiaries.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

**4.15. Ownership of Work Product; Confidentiality.**

**4.15.1. Definitions.** As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

**4.15.2. Work Product.** Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner

and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**4.15.3. Consultant Intellectual Property.** In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

**4.15.4. Third Party Intellectual Property.** In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

**4.15.5. Consultant Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

**4.15.6. Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract

Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations

to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11. Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

#### 4.16. Termination.

4.16.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations,



limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination pursuant to Sections 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

**4.19. Media Contacts; Confidentiality.** Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

**4.20. Conflict of Interest.** Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

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**Exhibits A through G are attached.**



**Hood River Bridge Replacement Project  
Environmental Studies, Design and Permitting Support**

**Final Statement of Work**

**July 16, 2018**



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## INTRODUCTION

The Port of Hood River (Port) is entering into a Professional Services Contract with WSP USA (Consultant) to deliver environmental studies, design and permit assistance for the Hood River Bridge Replacement Project (Project).

## GENERAL ASSUMPTIONS

The following are general assumptions for this statement of work and associated budget. Changes to these assumptions may require changes in the statement of work, schedule, and/or budget:

- a. The duration to accomplish services included in this Statement of Work is expected to occur between approximately July 25, 2018 and January 31, 2021 (30 months), and is subject to change given the contingencies and assumptions in the Statement of Work. Material extension (longer than approximately 15 days) of this schedule may require additional project budget.
- b. Any construction cost estimate prepared as part of this Statement of Work will be commensurate with the level of engineering (10 percent design or less) and be conceptual in nature, based on design assumptions and bid history.
- c. Geotechnical information is based on data gathered in an amount which is less than that required for final design.
- d. This Statement of Work assumes that all deliverables, unless otherwise stated, will be limited to one draft version and one final version. The draft version will be reviewed concurrently by the Port and State DOT, and the final version will be prepared with edits and comments from the Port incorporated to the extent both the Port and Consultant agree. The Port may include other consultants in its review and provide compiled comments for the Consultant to address.
- e. Consultant will provide all deliverables in electronic format unless otherwise specified in the Statement of Work.
- f. Consultant attendance at meetings will include travel time and travel expenses. When possible, trips will be combined with other Project activities to serve multiple purposes in single trips.
- g. Requests to perform services outside the Statement of Work will be documented and authorized in writing (email is acceptable) by the Port, including an agreed upon budget for those services by both the Port and Consultant, prior to the Consultant initiating any out-of-scope services.
- h. The study area is generally defined as the existing Hood River Bridge and its connections to the I-84/Exit 64 interchange and SR 14/bridge approach road intersection as well as the three new bridge alignments and approach/connections documented in the Draft EIS.
- i. The preliminary preferred alternative (in its entirety, including the assumed vertical clearance) identified in the Draft EIS and further studied in the Bridge TS&L will continue to be the preferred alternative in subsequent NEPA documents. No additional alternatives will be analyzed, designed or otherwise developed beyond the three build alternatives evaluated in the Draft EIS.
- j. The NEPA lead agency is expected to be FHWA and led by the Oregon Division Office. NEPA and supporting technical analyses and reports will be prepared to comply with ODOT procedures. NEPA documents will be prepared to address and comply with Washington SEPA. The NEPA classification is assumed to be an EIS; a Supplemental Draft EIS and Final EIS will be prepared.

## 1. PROJECT MANAGEMENT

### 1.1. Project Management and Coordination

Consultant will coordinate with the Port to provide overall project management of the Project, including oversight and direction of the Consultant team. This task includes preparation of monthly invoices, progress reports, updating financial systems, maintaining project files/records/emails, development and monthly update of project schedule, development and update of project management and quality assurance plan, development and update of a web-based collaboration site for file sharing, regular phone/email coordination with the Port and its EIS Technical Advisor, and management of subcontracts.

#### Deliverables:

- Monthly progress reports/invoices
- Project schedule and updates
- Project management and quality assurance plan
- Collaboration website

### 1.2. Client Progress Meetings

Consultant will prepare for and participate in one in-person Project kick-off meeting and regular progress meetings between the Port and the Consultant throughout the duration of the Project. Consultant will prepare meeting agendas, summarize key decisions made during the meeting, and maintain an action items log. Client progress meetings will include:

- One (1) kick-off meeting with the Port
- Periodic project progress meetings with the Port.
- Monthly project management teleconferences with the Port

#### Assumptions:

- Up to five (5) Consultant staff (PM, PI Lead, Environmental Lead, Design Lead and Traffic Lead [by phone]) will attend the kick-off meeting, which will be held in Hood River and have a duration of four (4) hours.
- Kick-off meeting will include a debrief on recent lead agency coordination efforts by the Port and will define next steps for agency outreach.
- Up to four (4) Consultant staff will attend project progress meetings in-person or via teleconference; up to twenty (20) meetings will be held throughout the duration of the project with up to ten (10) meetings held in Hood River and up to ten (10) meetings held by teleconference; meetings will have a duration of up to two (2) hours.
- Consultant PM will participate in one-hour teleconferences; up to thirty (30) teleconferences will be held throughout the duration of the project.

#### Deliverables:

- Meeting agendas for monthly project progress meetings
- Log of action items and decisions.



### 1.3. Consultant Team Coordination Meetings

Consultant will hold weekly team coordination teleconferences to track the status of deliverable production; scope and schedule compliance; quality control, and address emerging issues. Consultant will prepare a 3-month look ahead work plan, which will be updated at each meeting.

#### Assumptions:

- Up to four (4) Consultant staff will attend monthly teleconferences that have a duration of up to one (1) hour; up to thirty (30) teleconferences will be held throughout the duration of the project.

#### Deliverables:

- Work plan and updates

### 1.4. Change Control

To address changes requested by the Port that vary from the approved statement of work, schedule, or budget, Consultant will prepare a Project Variance Request that provides a description of the variance, effect on scope, schedule and budget. Project Variance Requests will be submitted to the Port for authorization prior to any out-of-scope work being performed.

Consultant will prepare a cost-to-complete analysis on an annual basis. One Client Progress Meeting per year will be dedicated to reviewing the cost-to-complete analysis.

#### Assumptions:

- Up to six (6) project variance requests will be prepared as needed.
- Up to two (2) cost-to-complete analyses will be prepared

#### Deliverables:

- Project variance requests
- Cost-to-complete analyses

### 1.5. Risk Management

Consultant will collaborate with the Port to identify risks that could affect the Project delivery. Risks will be listed in a risk register with probability of occurrence, magnitude of impacts, and avoidance/mitigation strategies identified. Consultant will review the risk register periodically at Client Progress Meetings and update as needed.

#### Assumptions:

- Risk assessment will be limited to qualitative analysis

#### Deliverables:

- Risk register

## 2. PUBLIC INVOLVEMENT

### 2.1. Public Involvement Plan and Task Coordination

#### 2.1.1. Public Involvement Plan and Task Coordination

Consultant will develop a public involvement plan to address community interests and meet NEPA and SEPA requirements for public outreach. The plan will identify public involvement goals, project audiences, and tools used to reach each audience, including, but not limited to:

- Public meeting and online open house events, and briefings with stakeholder and community groups
- Project information shared at local community events

- Use of the Port's Project website
- Targeted outreach efforts to potentially affected minority populations, non-English speaking populations, and low-income populations in compliance with federal procedures on environmental justice

The Draft Public Involvement Plan will be reviewed and approved by the Port with a concurrent review opportunity by the BRAC members. The Consultant will incorporate the Port's comments (and the BRAC's to the extent feasible) and develop a Final Public Involvement Plan.

**Assumptions:**

- Document to be prepared in MS Word.
- Up to four (4) updates to the Public Involvement Plan will be made throughout the project.

**Deliverables:**

- Public Involvement Plan

### 2.1.2. Start-up Communications Activities

Consultant will establish and produce the following communications deliverables during the start-up phase of the Project:

- Create a comment tracking protocol that describes how the Port will accept comments throughout the Project, including during formal comment periods.
- Develop Project logo and document masthead

**Assumptions:**

- Comment protocol to be prepared in MS Word (four (4) page memo).
- The purpose of project logo and masthead is to provide a consistent graphic identity on all publicly-distributed materials including website, notices of events and meetings.
- Up to two (2) rounds of review for logo and masthead will be made. Port will consolidate all edits/comments to Consultant.

**Deliverables:**

- Comment tracking protocol document
- Project logo and masthead (electronic files)

## 2.2. Stakeholder Interviews

Consultant will coordinate with the Port and local partner agencies to identify stakeholders from whom to gather input on the perceptions and expectations of this Project, which will lead to developing a Stakeholders Interview List. Consultant will develop an interview questionnaire and conduct interviews in-person as possible. Telephone interviews will be conducted if the interviewee prefers this format or in-person interviews are not feasible. BRAC members will be interviewed individually. Other key stakeholders will be interviewed in two focus group-style meetings: one (1) in OR and one (1) in WA.

Upon completion of the interviews, Consultant will prepare a Stakeholder Interview Memorandum that includes data collected during the interviews, a summary of common stakeholder perceptions and suggestions, and analysis of project knowledge, support, goals and issues.

**Assumptions:**

- Port staff will handle all interview scheduling and meeting logistics.

- Information gathered through the individual stakeholder interviews will be publicly reported as an aggregate rather than calling out information attributed to specific stakeholders in order to protect proprietary and sensitive information.
- Up to twenty (20) stakeholder interviews will be conducted, which includes all members of the BRAC.
- Interviews will be conducted in-person in Bingen, Hood River or White Salmon; duration of each individual interview will be up to one (1) hour. Group interviews will be two (2) hours. Interviews will be scheduled consecutively to the extent possible for travel time savings.

**Deliverables:**

- Stakeholder Interview List
- Interview Questionnaire
- Stakeholder Interviews
- Stakeholder Interview Memorandum

**2.3. Information Material: Media Releases, Fact Sheets, and Newsletters, and Banner**

Consultant will prepare up to four (4) media releases for Port distribution to media outlets.

Consultant will produce up to four (4) newsletters to distribute to stakeholders at key milestones throughout the Project. Consultant will produce the newsletters to be organized, sized and colored to best transmit information to the public. Newsletters will direct recipients to the website for further Project information and signing up for the mailing list. Newsletters will serve as the project facts sheet, be made available in print and electronically, and will be translated in Spanish.

Consultant shall prepare artwork for and have a vendor create one (1) vinyl pop-up banner for use at special events and for lobby display.

**Assumptions:**

- Port to distribute media releases electronically.
- Newsletters will be formatted to be 11x17" and double-sided, folded in full color.
- Newsletters will be translated into Spanish as well as produced in English.
- Newsletters will be distributed by Port and consultant staff at local sites and at community meetings and events. They will align with key project milestones and will be distributed by the Port electronically to the Project mailing list recipients.
- Consultant will print 100 newsletters (x four (4) versions = 400 total copies) in English and 25 copies (x four (4) versions = 100 total copies) in Spanish.
- Pop-up banner artwork to be produced electronically. Production cost to be included in project budget. Port to be responsible for banner placement.

**Deliverables:**

- Media releases
- Newsletters (English/Spanish – 4 each version, digital and hard copy)
- Banner artwork
- Vinyl pop-up banner

**2.4. Social Media and Digital Ads**

Consultant will develop a social media strategy for Port implementation. Strategy must at minimum include goals, measurement, key messages, draft posts to include effective hashtags and suggested media with a timeline throughout the NEPA process. Consultant will prepare content to be placed on Port and partner agency social media accounts. Consultant will also prepare a digital advertising strategy and artwork for digital display

advertising on Facebook and Twitter. Schedule includes up to four (4) different versions of the ads (two (2) for each Open House), as directed by Port. Consultant will deploy digital ads.

**Assumptions:**

- The purpose of social media activity is to have an online presence for project activity awareness through Port and partner agency Twitter and Facebook social media accounts.
- Written content will be in MS Word, visual content will be photographs. Port and partner agencies will post content. Sixteen (16) posts will be prepared for each platform.
- Consultant will produce, pay for and deploy digital advertising and include in direct expenses.
- Port and partner agencies to be responsible for monitoring social media accounts and responding to comments, as needed.
- Consultant social media specialist to participate in two (2) teleconference meetings with the Port.

**Deliverables:**

- Social media strategy/digital ad plans
- Social media content
- Digital ads

## 2.5. Project Website and Online Surveys

Consultant will prepare website content for Port to upload to the existing project site. Content to include key project milestones, public meetings/open houses, informational materials, online surveys and release of NEPA documents. Web content will be translated into Spanish using Google translate function and Spanish language newsletters will be posted. Online surveys will be translated into Spanish. All web updates to be the responsibility of the Port.

**Assumptions:**

- Port should consider purchasing the domain [www.hoodriverbridge.org](http://www.hoodriverbridge.org) and make that the link to the project-specific section of the Port's website. This will make the informational materials more user-friendly.
- Spanish language website translation will require the Port to add Google translate plug-in to be added to the project web page.
- Up to six (6) website updates will be made throughout the project.
- Online surveys will align with in-person project Open Houses.
- Online comment periods will be two weeks in duration during each NEPA milestone.
- Website content will consist of:
  - Project overview/background
  - Environmental review
  - Purpose and need
  - Alternatives being considered
  - Project library – previous studies and environmental documents
  - Online survey
  - Email list sign-up

**Deliverables:**

- Project Website consisting of up to eight (8) sections of content and twelve (12) updates.

## 2.6. Bridge Replacement Advisory Committee

Consultant will prepare meeting agendas, materials and plan for BRAC meetings, facilitate meetings, and provide a decision log.

### Assumptions:

- Port will identify and coordinate the membership of the BRAC.
- Port will be responsible for all facility and food costs at meeting venues and scheduling the meetings.
- Port will prepare meeting summaries.
- The first BRAC meeting will include a chartering session conducted by two (2) facilitators. A BRAC charter will be produced as part of the meeting summary.
- The BRAC will meet in the Bingen, Hood River, and White Salmon area; meetings are assumed to be two (2) hours in duration. Up to three (3) Consultants (PM, PI Lead/Facilitator, and technical lead) will attend each meeting.
- Up to ten (10) BRAC meetings are assumed.
- Consultant will prepare the decision log (one (1) page document).

### Deliverables:

- Meeting agendas and materials
- BRAC charter
- Meeting decision logs

## 2.7. Stakeholder Working Groups

Consultant will coordinate with the Port to identify and arrange for stakeholder working groups (SWGs) that are focused on specific topics or stakeholder interests. The Consultant will prepare agendas and meeting materials, facilitate meetings, and produce meeting summaries.

### Assumptions:

- Port will be responsible for all facility costs at meeting venues
- SWGs will meet in the Bingen, Hood River, and White Salmon area; meetings are assumed to be two (2) hours in duration. Up to two (2) Consultants will attend each meeting.
- Up to two (2) SWG meetings are assumed.

### Deliverables:

- Meeting agendas and materials
- Meeting summaries and decision log

## 2.8. Public Open Houses

Consultant will coordinate, prepare for, and facilitate up to two (2) public open houses, including one (1) open house that functions as a public hearing for the SDEIS. Consultant will be responsible for preparing and placing a public advertisement about the meetings in the Hood River News, White Salmon Enterprise, online advertisements and for preparing the following materials that will be used at the meetings:

- Specific event and notification plan
- Comment form (hard copy and online version)
- PowerPoint presentation
- Display boards
- Comment summary

- Post-event summary

The Consultant will coordinate with the Port concerning the logistics of the public meetings. Consultant will serve as the meeting facilitator of the public meetings. It is anticipated that one public hearing will be required; Consultant will coordinate and provide one court reporter for the public hearing.

**Assumptions:**

- Public display advertisements will be placed in two (2) local newspapers (Hood River News and White Salmon Enterprise) and will be paid for by the Consultant.
- Open House locations will rotate between Hood River and White Salmon/Bingen, and will last up to two (2) hours; up to five (5) Consultant staff will attend each meeting; one public meeting will be a public hearing for the SDEIS. Port to be responsible for any facility costs.
- Up to ten (10) display boards will be prepared and printed for each public meeting
- Event summaries not to exceed eight (8) pages

**Deliverables:**

- Public meeting event plan, materials, displays and post-event summary for each meeting

## 2.9. Public Comments

The Consultant will create a comment tracking protocol (in Task 2.1, Public Involvement Plan) that describes how the Port will accept and respond to comments received, including both general comments received throughout environmental planning and formal comments received on the SDEIS document in the public comment period.

The Consultant will monitor comments received from the website, project email address, and online open house. Consultant also will receive comments forwarded from Port staff for inclusion in a comment log. Consultant will document and summarize up to one hundred fifty (150) public comments. Comments will be logged in an MS Excel spreadsheet and responded to, if appropriate.

**Assumptions:**

- Project comments, responses and activities will be documented and tracked using MS Excel.
- Consultant will document up to one hundred fifty (150) comments.
- Consultant will provide responses for up to forty (40) comments if needed for Port response.

**Deliverables:**

- Comment Log in MS Excel

## 2.10. Community Outreach Events

Consultant will work with the Port to prepare a community outreach events plan that outlines the events, goals, staffing needs, and communication materials that can be used to share Project information at existing public events, including local community event booths, Port events, and through partnerships with community groups. Activities at existing events may include presentations (i.e. Hood River and White Salmon Rotary, Chamber) or booths/tables (i.e. WAAAM Fly-In, local schools).

Consultant to hold up to two (2) one-hour meetings with Port staff to 1) refine the event plan with the Port, and 2) review presentation materials with the Port.

Presentations and materials for events will include:

- Up to two (2) large presentation boards with graphics provided by others on the Consultant Team
- One PowerPoint presentations that include input/materials from others on the Consultant Team

**Assumptions:**

- Consultant will work with the Port to develop a list of up to seven (4) events to support community outreach
- Each community event will include preparation, support materials, and attendance by up to two (2) Consultant public involvement specialists, and one or two port representatives.
- All community events are assumed to be within the Hood River, Bingen, White Salmon area, and may include presentations or staff and materials/booths/tables at existing events
- Consultant will provide support materials, including two large boards, a PowerPoint presentation, and a written summary.
- All events are assumed to be up to 2 hours in length.

**Deliverables:**

- Community Outreach Plan (subsection included in the Public Involvement Plan)
- Community Outreach Events presentations and summary memoranda

**2.11. Environmental Justice Outreach**

The Consultant will coordinate with the Port to identify leaders within minority communities, businesses that may employ a concentration of low-income or minority persons, community events (e.g., church events, community center functions, mobile library or food bank events) that are frequented by low-income or minority persons, and develop an outreach strategy to take project information to these events and gather input on the project. Consultant will conduct outreach at up to three (3) events, including the development of event notices, agendas identifying key discussion objectives/questions for participants, and meeting materials in English and Spanish. Consultant will participate in a 30-minute debrief teleconference with Port and other Consultant leads and prepare summaries of each event to document event logistics, attendees, all input received, and substantive topics discussed. Given the potential for the presence of linguistically isolated populations (anticipated to be Spanish-speaking), a Spanish community outreach plan will be generated, the meetings will be advertised and summarized in English and Spanish, and a Spanish interpreter will be provided by the Port.

**Assumptions**

- Demographic data will be developed under Task 5.4.8, Social and Economic Technical Report
- Door-to-door visits in the area will not be conducted.
- The strategy for outreach to EJ populations will be included in the Public Involvement Plan prepared under Task 2.1
- Agendas and meeting materials will be prepared in English and Spanish.
- Port will provide Spanish interpreter for meetings/events.
- Debrief sessions will be held via teleconference and limited to 30 minutes each.

**2.12. Status Reports**

Consultant will prepare up to thirty (30) monthly 1-page status reports for inclusion in the Port Commission meeting materials. The status report will document work completed over the past month, upcoming work, and public outreach events. The status report will be formatted with graphics, and text will be kept a summary level discussion.

**Deliverables**

- Monthly status reports



### 3. PROJECT DELIVERY COORDINATION

Consultant will provide support Port's Project Delivery Advisory by preparing project status memoranda that include an overview of key project information associated with the environmental studies, design and permit assistance activities. Consultant will prepare these materials to share with industry representatives interested in subsequent phases of the Project and participate in industry forums and associated one-on-one meetings that are facilitated by the Port or the Port's Project Delivery Advisor. Consultant will prepare post-forum responses to questions received during the forums and one-on-one meetings.

Consultant will prepare a memorandum that identifies additional environmental studies, design and permitting activities that would be required for the project after the Record of Decision is obtained.

#### Assumptions:

- Consultant will participate in up to one (1) cycle of industry forums and one-on-one meetings held in Hood River; one cycle is assumed to have a duration up to three (3) hours; up to two (2) Consultant staff will attend each forum and one-on-one meetings.
- Up to three (3) one-on-one meetings will be held with each forum.
- Consultant will prepare a Project status memorandum for industry forums.

#### Deliverables:

- Project status memoranda for industry forum
- Responses to industry forum questions
- Memorandum on post-ROD project status

### 4. TASK RESERVED

### 5. ENVIRONMENTAL

#### 5.1. Environmental Study Plan and Coordination

Consultant will develop a strategic Environmental Study Plan to move the project forward from the 2003 Draft EIS and 2011 TS&L Study through final NEPA documents and decisions. Consultant will develop the Environmental Study Plan to include streamlined approaches for coordinating the NEPA process and set a clear pathway for environmental compliance activities to address other federal, state and local regulations. Consultant will review past project documents and will consider the following inputs when developing the Environmental Study Plan: tribal consultation, funding/financing strategy, agency roles and responsibilities, permits, technical studies, mitigation plan, and the NEPA classification and required documentation.

Consultant will prepare a Draft Environmental Study Plan for Port and State DOT review. Consultant will incorporate Port and State DOT review comments and prepare a Revised Draft Environmental Study Plan for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Environmental Study Plan.

#### Deliverables:

- Draft, Revised Draft, and Final Environmental Study Plan

#### 5.2. Agency Coordination

##### 5.2.1. Lead Agency Identification

Consultant will work with the Port to identify and confirm the lead federal NEPA agency. Consultant will build upon the Port efforts to date and will:

- Outline NEPA triggers (e.g., funding, permits) by federal agency

- Meet with the potential lead federal agencies, ODOT, and Washington State Department of Transportation (WSDOT) to discuss lead, cooperating, and participating agency roles
- Coordinate with the tolling and revenue efforts to clarify potential federal funding sources

Consultant will prepare meeting agendas and materials, attend meetings, and prepare meeting summaries for up to 10 meetings with potential lead federal agencies, ODOT, WSDOT, and the Port. The Port will review one draft of the meeting agendas, materials, and summaries. Based on the Port's comments, Consultant will prepare final meeting agendas, materials, and summaries.

To memorialize the decisions made, the Consultant will prepare a Draft Lead Agency Memorandum summarizing the coordination efforts, listing the meeting dates and attendees, documenting the decisions made regarding lead agency, cooperating agencies, and participating agencies roles, and confirming the NEPA classification and documentation required to complete the project. The Port will review one draft of the memorandum. Based on the Port's comments, Consultant will prepare a Final Lead Agency Memorandum.

**Assumptions:**

- Potential lead agencies include the FHWA Oregon Division, FHWA Washington Division, US Coast Guard (USCG), and US Army Corps of Engineers (USACE)
- Up to one informational transfer meeting lasting up to two hours will be held with the Port in Hood River
- Up to two meetings with potential lead agencies will be in person and held in Hood River
- Up to four (4) meetings with potential lead agencies will be held via teleconference
- Meetings with potential lead agencies will be up to one hour in duration
- Up to three Consultant staff will attend each meeting

**Deliverables:**

- Meeting Agendas, Materials, and Summaries
- Lead Agency Memorandum

### 5.2.2. Agency Coordination Plan

Consultant will prepare a Draft Agency Coordination Plan. The Port and State DOT will review the Draft Agency Coordination Plan and provide comments to the Consultant. Consultant will prepare a Revised Draft Agency Coordination Plan for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Agency Coordination Plan. The Consultant will update the plan bi-annually.

The plan may include a list of agencies, roles and responsibilities, agencies that declined or did not respond to the invitation to be a participating agency, agency contract information, a project schedule, and the initial coordination, coordination points, and information requirements and responsibilities.

**Assumptions:**

- The Port will provide one set of combined Port and State DOT review comments on the draft plan
- Only one version of the draft, revised draft, and final plan will be prepared
- Up to five bi-annual updates will be made to the Agency Coordination Plan

**Deliverables:**

- Draft, Revised Draft, and Final Agency Coordination Plan
- Bi-annual Updates to Agency Coordination Plan

### 5.2.3. Tribal Consultation Plan

Consultant will prepare a Draft Tribal Consultation Plan. The Port and State DOT will review the Draft Tribal Consultation Plan and provide comments to the Consultant. Consultant will prepare a Revised Draft Tribal Consultation Plan for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Tribal Consultation Plan. The Consultant will update the plan bi-annually.

The plan may include an overview of the project team structure, goals and desired outcomes, and an approach for how and when consultation will be conducted. The plan will also include a running log of the consultation efforts and a list of all materials distributed and received during tribal consultation efforts.

#### Assumptions:

- Up to five bi-annual updates will be made to Tribal Consultation Plan

#### Deliverables:

- Draft, Revised Draft, and Final Tribal Consultation Plan
- Bi-annual Updates to Tribal Consultation Plan

### 5.2.4. Agency and Organizations Meetings

Consultant will prepare meeting agendas and materials, attend meetings, and prepare meeting summaries for up to 20 meetings with various bi-state federal, state, and local agencies and organizations to share information and gather input for NEPA, SEPA, and permitting compliance. The Port will review one draft of the meeting agendas, materials, and summaries. Based on the Port's comments, Consultant will prepare final meeting agendas, materials, and summaries.

Up to two of the meetings will be large group meetings where all agencies are invited. The remaining 18 meetings will be smaller, topic focused meetings (e.g., a meeting with the USACE and USCG to discuss in water work and permits or a meeting with US Fish and Wildlife Service (USFWS) and NOAA Fisheries National Marine Fisheries Service (NOAA Fisheries) to discuss ESA Section 7 consultation related issues).

Agencies and organizations may include but are not limited to FHWA, USACE, USCG, USFWS, NOAA Fisheries, EPA, Columbia River Gorge Commission, ODOT, Oregon Department of Environmental Quality (ODEQ), Oregon Department of State Lands (ODSL), Oregon State Historic Preservation Office (SHPO), WSDOT, Washington State Department of Ecology (WDOE), Washington State Department of Fish and Wildlife (WDFW), Washington State Department of Natural Resources (WDNR), Hood River County, Klickitat County, Port of Klickitat, City of Hood River, City of White Salmon, public utility districts, emergency service providers, and environmental interest groups.

#### Assumptions:

- Up to two (2) large meetings will be up to two hours in duration; meetings will be in Hood River
- Up to twelve (18) smaller meetings will be up to one hour in duration; up to six each will be held in Portland, Vancouver and Olympia
- Up to four Consultant staff will attend each meeting

#### Deliverables:

- Meeting Agendas, Materials, and Summaries

### 5.3. Methodology Memoranda

Consultant will prepare a Draft Impact Assessment Methodology Memorandum that provides an overview of data collection, impact analysis, agency coordination, and permitting methods applicable to the resource disciplines to be addressed within the NEPA documents. The Port and State DOT will review one draft of the memorandum. Based on the Port's comments, Consultant will prepare a Revised Draft Impact Assessment Methodology

Memorandum for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare a Final Impact Assessment Methodology Memorandum.

**Deliverables:**

- Draft, Revised Draft, and Final Impact Assessment Methodology Memoranda

#### 5.4. Technical Report, Technical Memorandum, and Study Updates

Consultant will use the technical reports, technical memorandums, and studies prepared for the 2003 Draft EIS as the starting point for this technical work. Consultant will update the 2003 documents to reflect current existing conditions and will implement impact analysis methodologies that have been updated since the Draft EIS was published. Specific elements of each 2003 document to be updated are identified under each technical resource below.

For all subtasks under Task 5.4, one draft technical report, draft technical memorandum, or draft study will be prepared and reviewed simultaneously by the Port and State DOT. The Port will provide one set of consolidated Port and State DOT review comments to the Consultant. Consultant will revise the draft technical report, draft technical memorandum, or draft study and prepare a final version of each report, memorandum or study.

**Assumptions:**

- The No Build Alternative and three build alternatives (EC-1, EC-2, and EC-3) addressed in the 2003 documents will be addressed in the updated technical reports, technical memorandums, and studies.
- The preferred alternative is consistent with the preferred alternative (EC-2) identified in the project 2011 Type, Size and Location Study
- The Supplemental Draft and Final EIS documents will be prepared to follow ODOT's 2010 National Environmental Policy Act Environmental Impact Statement Template ([http://www.oregon.gov/ODOT/GeoEnvironmental/Docs\\_NEPA/EIS\\_Annotated\\_Template.pdf](http://www.oregon.gov/ODOT/GeoEnvironmental/Docs_NEPA/EIS_Annotated_Template.pdf)), so the reports, memoranda, and studies will be updated provide the data necessary to follow this template
- The updated technical reports, memoranda and studies will use the same study area as used in the prior technical work
- NEPA lead agency will not review the draft reports, memorandums, or studies

##### 5.4.1. Air Quality

Consultant will update the 2003 Air Quality Technical Memorandum to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Identifying any new data or analysis that is required; or analysis that may have been changed since 2003
- Completing a qualitative operational Mobile Source Air Toxic (MSAT) emissions analysis per FHWA guidance
- Qualitatively assessing operational and construction impacts on transportation related criteria pollutants identified under the National Ambient Air Quality Standards
- Qualitatively assessing MSAT emissions and particulate matter on sensitive receptors per FHWA guidance, including secondary particulate matter standards as it applies to treaty access fishing sites.

**Assumptions:**

- No quantitative operational MSAT analysis will be required.
- Traffic data will be provided as part of Task 7, Transportation.

**Deliverables:**

- Air Quality Technical Memorandum

#### 5.4.2. Energy and Greenhouse Gases

Consultant will update the 2003 Energy Analysis Technical Memorandum to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Updating the analysis to meet new WSDOT greenhouse gas and energy guidance
- Identifying any new data or analysis that is required; or analysis that may have been changed since 2003
- Qualitatively discuss energy consumption and greenhouse gas emissions from vehicle operations on the bridge and other nearby roadway facilities that are directly affected by the project
- Using FHWA's "Infrastructure Carbon Estimator" (ICE) spreadsheet tool to calculate greenhouse gas emissions and energy consumption from fuel usage, traffic delays, and maintenance emissions resulting from the construction of the projects

#### Assumptions:

- Consultant will follow WSDOT Greenhouse Gas and Energy guidance (WSDOT Guidance - Project-Level Greenhouse Gas Evaluations under NEPA and SEPA. Environmental Services, February 2018 <http://www.wsdot.wa.gov/sites/default/files/2017/05/08/Env-Energy-GHGGuidance.pdf>)
- Operational traffic data and construction traffic delay data will be provided as part of Task 7, Transportation

#### Deliverables:

- Energy Analysis Technical Memorandum

#### 5.4.3. Fish and Wildlife Technical Report

Consultant will update the 2003 Fish and Wildlife Elements Technical Report, prepared by Entranco, and will be used to support the NEPA documentation. This report will be updated to develop the current affected environment description and will revise the impact and mitigation analyses to reflect updated project design, new environmental data, and current site conditions. To prepare the technical report, the Consultant will review preliminary project information, including plans, in-water work isolation plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project. The update will include:

- Addressing changes to threatened and endangered (T&E) species listings and critical habitat designations by the USFWS and NOAA Fisheries
- Updating listed species information based on new data readily available through on-line databases
- Identifying information that was included in the prior study that is now out of date and new data needs
- Identifying any new analysis that is required and any analysis that may have changed since 2003
- Reviewing local, state, and federal regulations to identify what regulations have changed as they pertain to T&E fish and wildlife species; this includes new species and critical habitat listings by USFWS and NOAA Fisheries
- Updating construction activity, operational, secondary, and cumulative impacts (as outlined in the 2003 Entranco report) based on any changes in the project alternatives, construction techniques, operations, and/or secondary and cumulative impacts
- Updating the mitigation section of the report based on new data and technologies pertaining to underwater noise generated by in-water construction activities

#### Assumptions:

- Detailed field surveys, and studies involving collection of fish samples or wildlife specimens will not be required. A site visit will be conducted as part of Task 5.4.10 and will be used to obtain general site information to assist in completing this task.

**Deliverables:**

- Fish and Wildlife Elements Technical Report

**5.4.4. Geology and Soils**

Consultant will update the 2003 Geology and Soils Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Updating the existing conditions using the May 2011 Final Geotechnical Foundation Recommendation included with the TS&L Report and any geotechnical work completed under Task 6, Engineering
- Updating the Construction Impacts section based upon the foundation types identified in the TS&L report and any geotechnical work completed under Task 6, Engineering
- Updating the Construction Impacts section for the types and sizes of stormwater treatment identified in the TS&L report and any stormwater work completed under Task 6, Engineering

**Deliverables:**

- Geology and Soils Technical Report

**5.4.5. Hazardous Materials**

Consultant will update the 2003 Hazardous Materials Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- The review of federal and state environmental databases for listings of known or suspected environmental problems location along the project area performed for the May 2003 technical report is out of date; an updated database review and subsequent visual reconnaissance of the project area are required as database listings and site conditions may have changed since 2003
- An updated Environmental Database Report is required; historical land use data will be updated for the last 15 years and all previous historical data and summaries used in the 2003 technical report will remain without updates
- Impact assessment and mitigation evaluation will be updated based on current site conditions

**Assumptions:**

- Analysis and reporting will reflect updated Federal and State environmental database review and visual reconnaissance performed for 2003 technical report
- Reporting will reflect updated impacts and mitigation resulting from environmental database review and visual reconnaissance

**Deliverables:**

- Hazardous Materials Technical Report

**5.4.6. Land Use**

Consultant will update the 2003 Land Use Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Updating existing land use data and maps
- Updating zoning and land use designations
- Coordinating with local jurisdictions to identify proposed reasonably foreseeable development

- Updating list of applicable plans and policies for any plan updates and update plan consistency for any updated plans
- Adding an assessment of consistency with Oregon Statewide Planning Goals, the Coastal Zone Management Act of 1972, the Farmland Protection Policy Act, the Wild and Scenic Rivers Act, the Oregon Scenic Waterways Act, the Oregon Highway Plan, applicable Regional Transportation Plans
- Coordinating with Columbia Gorge Commission on any changes to policies that address project compliance with the CRGNSA management plan
- Reevaluating project consistency with the Port of Hood River marina master plan and the river walk conceptual plan
- Updating acquisition and relocation data based on current land uses, including estimated number of employees for any displaced businesses
- Preparing maps showing parcels that would be partially or fully acquired under each alternative
- Preparing a brief discussion of available housing for any displaced residences and vacant or re-developable land that could serve as potential relocation sites for displaced businesses
- Updating assessment of access changes based on current land uses
- Updating mitigation measures based on current land uses, updated plan consistency review, and updated analysis for acquisition and relocation data
- Coordinating with State DOT Utility Specialist to:
  - Identify (and map if possible) existing public and franchise utilities within the study area
  - Identify potential utility impacts and cost estimates for utility relocations
  - Identify mitigation measures for impacts to utilities

#### **Assumptions:**

- No statewide goal exceptions will be required
- There are no Wild and Scenic Rivers or Oregon Scenic Waterways within the study area
- The study area is not located within the geographic area subject to the Coastal Zone Management Act
- The proposed bridge facility is replacing a bridge with similar capacity, and thus is not anticipated to induce growth, so an extensive discussion/analysis of the potential for induced growth is not required
- There are no prime farmlands within the study area; areas identified with soils rated as farmlands of statewide importance (on the Washington side) within the study area are not used for farming so an analysis of farmland conversion by alternative will not be required

#### **Deliverables:**

- Land Use Technical Report

#### **5.4.7. Noise**

Consultant will update the 2003 Noise Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Field reconnaissance to confirm noise sensitive land use in the noise study area and conducted updated short-term (15-minute) noise measurements
- A review of permitted developments that include noise sensitive land uses will be conducted with coordination with the local jurisdictions; this review was not required in 2003, but is now required
- Noise modeling updates are required as the assessment in 2003 was completed in FHWA's Traffic Noise Model (TNM) Version TNM 2.0; FHWA's current traffic noise model is TNM 2.5 which has been used by ODOT and WSDOT for the past 10 years



- Following field reconnaissance and the updated modeling effort, all analysis of impacts and mitigation will be updated from the assessment performed in 2003
- The updated noise assessment will utilize the latest design and traffic data prepared under Task 6, Engineering, and Task 7, Transportation

#### **Assumptions:**

- Peak hour and peak truck traffic volumes, speeds and vehicle mix for all modeled roadways will be provided in the Task 7, Transportation
- Existing and proposed Micro station base map files including 5-foot contours, ROW lines, additional features such as existing noise walls and retaining walls, existing and proposed location of any concrete safety barriers top elevation and beginning and end locations, and existing and proposed roadway profiles will be provided in Task 6, Engineering
- The footprints for homes and businesses will be identified through GIS by the Consultant for modeled receptor location
- The Consultant will model noise levels for the existing year and the design year (build and no-build)
- The Consultant will model noise levels for the design year build and no-build conditions (alternatives)
- Three build alternatives will be evaluated for noise impacts

#### **Deliverables:**

- Noise Technical Report

#### 5.4.8. Social and Economic

Consultant will update the 2003 Social and Economic Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

##### *Social*

- Updating affected environment to reflect current social/community resources including schools, churches, social service providers, community centers, medical facilities, emergency services, business districts.
- Updating demographic data (population, household type, age, disability status, transit dependency) profile with current decennial census and/or American Community Survey data
- Updating assessment of project impacts to community character and cohesion, social/community resources, population groups, quality of life factors (e.g. noise, air quality aesthetics, etc.).
- Providing updated analysis of right-of-way acquisition impacts to social/community resources, residential areas and business areas

##### *Environmental Justice*

- Updating census data with most currently available data from the American Community Survey (race, Hispanic/Latino, low-income) and creating a map identifying any areas with high concentrations of minority populations or low-income populations
- Qualitatively consider potential impacts of tolling on EJ populations utilizing information and data from Task 4 and/or the Port of Hood River's tolling/revenue consultant.
- Reevaluating impacts based on updated census data to make an updated environmental justice determination

##### *Economic*

- Updating the discussion on the financial feasibility study: updating data and analysis to disclose tolling expectations

- Updating the general economic conditions using the October 2010 Economic Effects report included with the TS&L Report as a starting point and then updating the data to current data as available, including:
  - Economic drivers for Hood River and Klickitat counties
  - Trade and flow of goods across the Hood River Bridge
  - Labor/workforce as it relates to using the bridge for commuting
  - Customers/consumers as they relate to using the bridge for travel
  - Employment trends for Hood River and Klickitat counties
  - Personal income trends for Hood River and Klickitat Counties
- Updating property tax data for properties subject to full acquisition
- Calculating the economic benefit to the region from the expenditure of capital dollars in terms of direct and indirect employment and direct and indirect economic stimulus during construction
- Verifying if specific businesses may be affected during construction such as the need to relocate

#### Recreation

- Reviewing the list of Land and Water Conservation Fund Grants awarded in Hood River and Klickitat Counties to determine if any recreation facilities in the study area have received such grants and thus would be subject to the requirements of Section 6(f)
- Researching and documenting the status and funding sources for a potential future Klickitat County/ White Salmon Riverfront Bridge Park on the north shore of the Columbia River
- Confirming (and updating, if needed) list, description, and map of existing recreational resources – including parks, trails, natural landmarks, and points of interest – including which resources are subject to the requirements of Section 4(f) and/or 6(f)
- Reviewing and updating the assessment of impacts to recreational resources, including the Section 4(f) (and Section 6(f), as applicable) use assessment for each resource
- Reviewing and updating mitigation measures as warranted based on updated impacts assessment

#### Assumptions:

- Coordination regarding Section 4(f) and Section 6(f) applicability and determinations will occur under Task 5.6.1.
- No in-person business inventory or business interviews will be performed
- No in-person residential survey or interviews will be conducted
- Tolling impact analysis related to traffic diversion, toll rates, changes in user operating costs, congestion related to tolling on the facility or diverted routes, and travel delay costs is not included in this task.
- All census data (decennial and American Community Survey) will be provided at the census block group level

#### Deliverables:

- Social and Economic Technical Report

#### 5.4.9. Traffic

All traffic and transportation effort will be conducted under Task 7. The data and analysis from that effort will be used in the NEPA documentation.

#### 5.4.10. Vegetation and Wetlands

Consultant will update the 2003 Vegetation and Wetland Technical Report and will be used to support the NEPA documentation. This report will be updated to develop the current affected environment section and will revise the impact and mitigation analyses to reflect new project design, new environmental data, and the current site

conditions. To prepare the technical report, the Consultant will review preliminary project information, including plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project. The work scope will include the following:

- Reviewing the 2003 report and updating information on changed conditions, including changes to the physical environment since 2003 and regulatory changes such as to special status species
- Conducting a plant surveys for sensitive species, species habitat, and invasive species in late spring/early summer within the terrestrial areas that could be disturbed during construction
- Addressing project impacts from invasive species, including the prevention and control of outbreaks
- Completing a wetland and ordinary high water mark (OHWM) delineation of the project alignment in accordance with the federal wetland delineation manual (1987) and the Arid West regional supplement (2008)
- Rating wetlands in Washington in accordance with the 2014 Washington State Wetland Rating System for Eastern Washington
- Rating wetlands in Oregon in accordance with the Oregon Rapid Wetland Assessment Protocol
- Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (2016)
- Wetlands and OHWM will be flagged in the field for survey and recorded with a hand-held GPS unit
- Reviewing local, state, and federal regulations to identify what regulations are out of date as they pertain to wetlands and T&E plant species
- Updating construction activity, operational, indirect, and cumulative impacts, as outlined in the 2003 report, based on any changes in the project alternatives, construction techniques, operations, and/or indirect and cumulative impacts
- Identifying information that was included in the prior study that is now out of date and any new data needs

**Assumptions:**

- Up to four days of site/field visits will be conducted to complete the OHWM, wetland delineation and plant surveys
- One wetland and OHWM delineation report will be prepared to meet Oregon and Washington report requirements
- Wetland and OHWM delineation report will contain up to 8 graphics

**Deliverables:**

- Wetland and OHWM Delineation Report
- Plant Survey Technical Memoranda
- Vegetation and Wetland Technical Report

**5.4.11. Visual**

Consultant will update the 2003 Visual Technical Report to be consistent with FHWA's January 2015 Guidelines for the Visual Impact Assessment of Highway Projects. The effort will include:

- Coordinating with FHWA, USFS, the Port and State DOT to confirm key viewing areas per the CRGNSA Management Plan and to select locations for a total of up to ten (10) key views (toward and from the bridge) and to confirm the area of visual effect (AVE).
- Conducting a one-day site visit to identify visual resources and visual character, viewer groups, and potential key views.

- Creating a map showing landscape settings, land use designations and scenic design standards per the CRGNSA Management Plan and applicable county zoning ordinances, and location and direction of view of key views.
- Describing the conceptual character of the proposed project, including the project's visual character and determining if the community has any defined visual preferences.
- Examining visual quality by identifying the components of the affected environment and the composition of the affected population, and then describing the relationship between them.
- Evaluating impacts on visual quality, which first involves assessing impacts the project may cause to visual resources and viewers, and then synthesizing these separate evaluations and describing the degree of impact as beneficial, adverse, or neutral.
- Updating the mitigation and enhancement efforts to be included in project design.

**Assumptions:**

- The Visual Technical report assumes a Standard Visual Impact Assessment (VIA) is sufficient; a Standard VIA would typically be used for EA or EIS projects that are anticipated as having substantial adverse or beneficial visual impacts.
- No viewshed analysis or mapping will be conducted.
- The project is not anticipated to achieve a Scenic Area Design Standard of "not visually evident," if applicable based on landscape setting(s) and land use designation(s).
- Creation of up to five (5) high-resolution color photo simulations for inclusion in Visual Impact Assessment will be done under Task 6.8.2. Photo simulations will be included in the Final Visual Technical Report only.
- Changes to the number or location of key views, or photos documenting key views, will require a contract modification.
- Once agreed upon, key view locations, photos or photo simulations will not change through completion of the technical report and Final EIS.

**Deliverables:**

- Visual Technical Report

**5.4.12. Waterways and Water Quality**

Consultant will update the 2003 Water Quality Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Coordinating with design team to address specifications of bridge drainage capacity, treatment facilities, spill prevention and containment plans
- Addressing snow and ice management in water quality section
- Identifying any monitoring wells, wells that would be abandoned, water rights, or water licenses that would be affected; comply with Oregon Water Resources Department guidance
- Updating water quality data with respect to the 303(d) listing for the Columbia River
- Updating the Construction Impacts section to be consistent with biological resources and based upon the methods and means for foundation types identified in the TS&L report and new design work conducted under Task 6, Engineering
- Updating the Operational Impacts section for the types and sizes of stormwater treatment identified in the TS&L report and new stormwater analysis conducted under Task 6, Engineering
- Calculate the water pollutant loading generated by each of the three bridge alignments

**Deliverables:**

- Water Quality Technical Report

**5.4.13. Cumulative Impacts Technical Report**

Cumulative impact analysis has substantially evolved from when the 2003 technical reports, technical memorandums, and studies were completed. Therefore, Consultant will prepare a Cumulative Impacts Technical Report. Consultant will build upon the cumulative impact analysis included in each technical report, technical memorandum, and study. Consultant will identify a cumulative impacts study area and will identify and map a list of current and reasonably foreseeable actions within that study area. Consultant will assess the cumulative impact of project impacts in combination with past, present, and reasonably foreseeable actions for environmental resources.

**Assumptions:**

- Cumulative impacts will be analyzed for all disciplines evaluated in the EIS
- List of current and reasonably foreseeable actions will be drawn from adopted plan documents, development proposals, and coordination with City of Hood River, City of White Salmon, Port of Hood River, Port of Klickitat, Hood River County and Klickitat County.

**Deliverables:**

- Cumulative Impacts Technical Report

**5.5. ESA Section 7 Compliance**

Under Section 7 of the Endangered Species Act (ESA), the Port is required to consult with USFWS and NOAA Fisheries (i.e., the Services) to ensure that the proposed project actions are not likely to jeopardize the continued existence of listed species or result in the “destruction or adverse modification” of critical habitat. The construction of the proposed bridge will require preparation of a biological assessment (BA) that describes the biological resources within the project action area and evaluates the potential effects of the project on ESA-listed species and their habitat. Because FHWA is anticipated to be the lead agency for NEPA documentation, the BA will be prepared using the FHWA National BA Template with guidance from the Biological Assessment Preparation Manual by WSDOT (2015) and the Guidance Manual for Writing Biological Assessment Documents by ODOT (2008).

To prepare the BA, the Consultant will review preliminary project information, including plans, in-water work isolation plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project and establish an “action area” pursuant to Section 7 of the ESA. It is anticipated that the following species will need to be addressed: 13 evolutionary significant units and distinct population segments of listed salmonids and Pacific eulachon. Other terrestrial plant and animal species will be identified and discussed, but are not anticipated to be affected by the project. The BA will also evaluate potential effects to essential fish habitat and Pacific salmon, as required under the Magnuson–Stevens Fishery Conservation and Management Act.

The effects analysis will address direct, indirect, interrelated, interdependent, and cumulative effects. It is anticipated that the effects analysis will focus on potential project effects from in-water bridge pier construction, stormwater runoff, and a potential increase in the development of land uses. Because of the nature of the project and the high level of regulatory and public scrutiny that is anticipated, a comprehensive effects analysis will be needed to support an effects determination. The draft BA developed for the project will be sent to the Port and State DOT for review and will be followed by a revised and final BA, which will address all comments received. If the BA identifies water quality impacts to listed species that require mitigation, it is assumed that mitigation will be achieved through additional stormwater management measures beyond those that would otherwise be applied to the project for regulatory compliance. The Consultant will coordinate with the Port to review any additional stormwater management measures necessary to mitigate any identified impacts before reviewing with the consulting agencies.

To facilitate consultation with the services, the Consultant will coordinate with FHWA and the Services to conduct review meetings with the Services throughout the development and review of the BA. These meetings will include

a pre-submittal meeting to review the completed BA, and meetings during the review of the BA by the services to discuss specific information and need requests. The Consultant will prepare meeting agenda and summary notes for these meetings. Comments received during the pre-submittal meeting and review on the BA will be tracked using a comment spreadsheet. Consultant will prepare a comment spreadsheet documenting the comment and how it was addressed for distribution to the lead agency and Services.

**Assumptions:**

- Up to five (5) meetings with the Services will be held in Portland or Hood River and will be attended by up to 3 members of the Consultant team.
- The Consultant will prepare the BA using the FHWA National BA Template with guidance from the WSDOT and ODOT manuals for writing BAs: where there may be inconsistencies, the BA will default to the National BA Template
- The BA will be based solely on the preferred design alternative and will not include an analysis of the additional alternatives reviewed as part of the NEPA document; the BA will be completed once the preferred design alternative is selected
- The review by the lead agency and/or Services will be limited to one review cycle during the pre-submittal meeting; comments from the agencies will be minor edits that do not require additional technical analysis
- An ESA Stormwater Design Checklist or similar documentation will be prepared in Task 6.5 S and included as an appendix to the BA
- The BA will include up to eight graphics
- Formal species surveys are not necessary and will not be conducted.

**Deliverables:**

- Comment Spreadsheet
- Draft, Revised Draft and Final BA
- Meeting Agendas and Summary Notes

## 5.6. Cultural / NHPA Section 106 Compliance

### 5.6.1. Background Research

The Consultant will conduct background research at appropriate repositories, such as the Department of Archaeology and Historic Preservation (DAHP), the Oregon State Historic Preservation Office (SHPO), university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collection, online GLO records, published (secondary) sources, Sanborn Fire Insurance maps, and other relevant repositories. The objective of the research will be to develop a detailed understanding of the historical context, past studies, land use patterns, and previously identified sites within the area of potential effects (APE).

### 5.6.2. Establish APE/Tribal Coordination

A project APE memorandum will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts. This memorandum and accompanying map will be submitted to ODOT/WSDOT for concurrence and dissemination to SHPO/DAHP and the tribes. Formal consultation with tribes is a government function and the responsibility of ODOT/WSDOT or FHWA.

Consultant will meet with the tribes to discuss Project impacts to cultural resources and fisheries. Consultant will attend up to three (3) meetings, including one (1) meeting with each of the three tribes (Yakama, Umatilla and Warm Springs). Meetings will occur at each tribe's headquarters (Toppenish, WA; Pendleton, OR; and Warm Springs, OR).

### 5.6.3. Methodology Memorandum

A Methodology Memorandum will be required by ODOT/WSDOT and SHPO/DAHP for approval prior to initiation of any field survey activities. This memorandum and accompanying maps will be prepared and submitted to ODOT/WSDOT and SHPO/DAHP.

### 5.6.4. Cultural Resource Survey

The terrestrial cultural resources survey will be completed by Consultant archaeologists using standard, industry-accepted methods appropriate to the project area and landform. Depositional setting will be evaluated. Any previously recorded resources will be examined and updated as necessary. All survey activities will be in compliance with the applicable state standards.

Newly identified cultural resources must be fully documented. Special care will be taken to determine site boundaries if archaeological resources are present. Any recovered artifacts will be documented and photographed in the field and returned to the survey location.

### 5.6.5. Resource Forms

Results of the survey will be summarized. One Historic Property Inventory Form for the previously recorded Hood River White Salmon Interstate Bridge will be examined and updated as necessary.

### 5.6.6. Report

The Consultant will prepare a draft summary report of their findings that includes relevant supporting evidence for findings and adheres to the SHPO/DAHP standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of sites and the likelihood of construction impacts. Draft reports will be provided for Port and State DOT review. Upon receipt of comment from the Port and State DOT, Consultant will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to ODOT/WSDOT, SHPO/DAHP, the tribe(s), appropriate agencies and other concerned parties.

#### Assumptions:

- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and resubmitted to ODOT/WSDOT, these modifications to the memorandum documents and hours associated with revisions would need to be covered under a contract modification
- Formal Section 106 Consultation is the responsibility of the State DOT
- Upon State DOT approval and direction, the relevant tribe(s) will be contacted about the project to solicit any additional concerns about heritage resources and to inform them when field investigations will take place; this communication is a technical inquiry and does not take the place of any formal consultation required
- Consultant will attend up to one consultation meeting with each relevant tribe, including the Yakama Nation, Confederated Tribes of Warm Springs, Nez Perce and Confederated Tribes of the Umatilla Indian Reservation; up to a total of three (3) tribal meetings would be held in Toppenish, WA; Warm Springs, OR; and Pendleton, OR and up to three (3) Consultants (PM, Cultural Resource Lead, Permit/Fisheries Lead) will attend each meeting. It is assumed that a meeting with the Nez Perce Tribe will be held by teleconference.
- There are no historic sites within the APE that need to be recorded on a new archaeological site or isolate form.
- Removal of the National Register Eligible bridge will result in an Adverse Effect to the bridge; ODOT/WSDOT may require additional analysis and evaluation to show that potential effects to the bridge cannot be avoided, mitigated or minimized prior to pursuing the preferred alternative removal; this will be determined through consultation between ODOT/WSDOT, SHPO/DAHP, and the Tribes



- If the consulting parties determine that a MOA is required to mitigate adverse effects to the bridge or any previously unknown historic resources, these tasks will be determined under a separate scope as determined by the lead agency

**Deliverables:**

- APE Memorandum
- Methodology Memorandum
- Cultural Resource Assessment of the Hood River Bridge Project
- Updated Historic Property Inventory Form for the National Register Eligible Hood River Bridge

### 5.7. Section 4(f)/Section 6(f)

Consultant will update the 2003 Section 4(f) Evaluation to reflect the current environment and will revise the Section 4(f) use analysis as needed to reflect the updated data on recreational facilities (collected in Task 5.4.8) and cultural resources (Task 0). A Section 6(f) Evaluation was not prepared in 2003. A potential new waterfront park on the Washington side of the Columbia River may require a Section 6(f) evaluation. This effort will include:

- Updating data about the Hood River Bridge presented in the Section 4(f) evaluation, such as the NRHP listing status, SHPO/DAHP determinations of eligibility and findings of effect, etc.
- Coordinating with State DOT and FHWA to confirm Section 4(f) use determinations for all resources subject to Section 4(f) and to confirm whether changes to the Waterside Trail (trail reconstruction proposed) and Port of Hood River Marina (parking lot and access reconstruction proposed) warrant detailed analysis as part of the project's Section 4(f) evaluation
- Expanding the evaluation to include any additional resources that would be impacted to be assessed in the Section 4(f) Evaluation
- Updating summary of agency coordination on Section 4(f) resources, including attaching copies of correspondence from SHPO and Officials with Jurisdiction
- Preparing Section 6(f) documentation

**Assumptions:**

- Up to one resource subject to Section 6(f) will be impacted by the alternatives

**Deliverables:**

- Section 4(f)/6(f) Evaluation

### 5.8. Draft EIS Re-Evaluation

Consultant will prepare a Draft (draft #1) NEPA Re-Evaluation Memorandum for Port and State DOT review. Consultant will incorporate Port and State DOT review comments and prepare a Revised Draft (draft #2) NEPA Re-Evaluation Memorandum for FHWA technical review. Upon receipt of the FHWA technical review comments. Upon receipt of FHWA legal review comments, Consultant will prepare a Final NEPA Re-Evaluation Memorandum.

The Memorandum may include:

- Project name, NEPA document type being re-evaluated, highway, and location
- Purpose and introduction, including specific statements that outline the need for the re-evaluation and reference the NEPA document or decision being re-evaluated, include discussion regarding confirmation of NEPA classification
- Original project description, including description of the preliminary preferred alternative that is included in the 2003 Draft EIS

- Current or changed project description that explains any project scope changes that have occurred since preliminary preferred alternative description in the Draft EIS
- Changes to regulations, laws, or policies since the Draft EIS and how these changes affect analysis of resources
- Changes in existing conditions since 2003 Draft EIS and how these changes affect analysis of resources
- Summary of resources affected by changes in project scope, regulations, laws, or policies, and/or existing conditions and how they are affected (changes in project impacts and/or benefits)
- Summary of resources not affected by changes in project scope, regulations, laws, or policies, and/or current conditions
- Public involvement and agency coordination that has occurred since the Draft EIS
- Conclusions
- Appendix with figures, maps, and design drawings that clearly show the changes that have occurred since the Draft EIS was prepared

#### Deliverables:

- Draft, Revised Draft, and Final NEPA Re-Evaluation Memorandum

### 5.9. Supplemental Draft EIS

Consultant will prepare a Supplemental Draft EIS (SDEIS) in response to comments on the Draft EIS and updated technical analysis. Consultant will maximize the use of existing documentation prepared for the Draft EIS to the extent possible. Consultant will also coordinate with WSDOT and FHWA to incorporate Washington State SEPA requirements into the SDEIS.

Consultant will prepare an EIS in compliance with ODOT's 2010 National Environmental Policy Act Environmental Impact Statement Template ([http://www.oregon.gov/ODOT/GeoEnvironmental/Docs\\_NEPA/EIS\\_Annotated\\_Template.pdf](http://www.oregon.gov/ODOT/GeoEnvironmental/Docs_NEPA/EIS_Annotated_Template.pdf)). All the technical reports, memoranda, and study updates prepared under Task **Error! Reference source not found.** will serve as the technical basis for the EIS and will be attached as technical appendices or incorporated as sections of the EIS document.

Consultant's activities for preparation of the Supplemental Draft EIS (SDEIS) include:

#### *SDEIS Outline*

- Prepare Draft SDEIS outline for the Port, State DOT, and FHWA review
- Incorporate review comments and prepare Final SDEIS outline for Port approval

#### *Administrative Draft #1 SDEIS for the Port and State DOT Technical Review*

- Prepare Administrative Draft #1 SDEIS using technical analysis and documentation prepared in Tasks **Error! Reference source not found.** through **Error! Reference source not found.** above as well as other relevant tasks in this SOW
- Prepare remaining sections of Administrative Draft SDEIS (version 1), including Executive Summary; Chapter 1 (Purpose and Need); Chapter 2 (Alternatives); Chapter 5 (Relationship Between Local Short-Term Uses of the Human Environment and the Maintenance and Enhancement of Long-Term Productivity); Chapter 6 (Irreversible and Irrecoverable Commitment of Resources); Chapter 7 (Comments and Coordination); Chapter 8 (List of Preparers); Chapter 9 (Distribution List); and additional appendices (e.g., glossary)

#### *Administrative Draft #2 for FHWA Division Office Review*

- Review comments provided by the Port and State DOT's technical review of the Administrative Draft #1 SDEIS

- Participate in up to one comment resolution meeting with the Port, State DOT, and/or other agencies as needed to resolve comments.
- Revise the SDEIS to address Port and State DOT technical review comments and prepare the Administrative Draft #2
- Provide responses to all review comments

#### *Administrative Draft #3 for FHWA Legal Sufficiency Review*

- Review comments provided by FHWA Division Office review of the Administrative Draft #2 SDEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA Division Office review comments and prepare the Administrative Draft #3
- Provide responses to all review comments

#### *Signature-Ready SDEIS for Port and State DOT Signature and Public Distribution*

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 SDEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA legal sufficiency review comments and prepare the Signature-ready SDEIS
- Provide responses to all review comments
- After signatures are obtained, incorporate signature page to produce Final SDEIS for public distribution

Consultant will prepare a Draft and Final Notice of Availability for the SDEIS. The SDEIS will be available for public review for 45 days.

#### **Assumptions:**

- The project mailing list will be maintained under Task 2, Public Involvement
- The first Port and State DOT review of the Administrative Draft SDEIS will result in up to 25 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA review of the Administrative Draft SDEIS will result in up to 25 substantive comments to be addressed; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready SDEIS
- Up to two Consultant staff will attend up to three comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or State DOT will coordinate obtaining signatures on the Signature-ready SDEIS and no meeting or briefing will be required
- Consultant will produce electronic (PDF) copies of the SDEIS for all reviews
- Consultant will produce up to 20 paper copies and 10 flash drives of the SDEIS for public distribution
- The Port and/or State DOT will distribute the SDEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers
- Preparation for the public meeting/open house for the public release of the SDEIS and the associated SDEIS review period will be conducted under Task 2, Public Involvement
- The Signature-ready SDEIS will be prepared in InDesign; all other versions of the SDEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

**Deliverables:**

- SDEIS Outline
- Administrative Drafts (#1, #2, and #3) SDEIS, Signature-Ready SDEIS and Final SDEIS
- Notice of Availability

**5.10. Responses to Comments on the 2003 Draft EIS and Supplemental DEIS**

Consultant will prepare a Draft, Revised Draft and Final Record of Comment Responses that identifies and responds to individual, substantive topics submitted on both the 2003 Draft EIS and Supplemental DEIS. Consultant will compile and organize comments by author, and provide a point-by-point response to each comment submittal (letter/email/comment form/oral testimony). Consultant will respond to all comments that pertain to environmental technical analysis, the public involvement process and the NEPA process.

Consultant will prepare the Draft Record of Responses for Port and State DOT review. Upon receipt of comments, Consultant will prepare a Revised Draft Record of Responses for FHWA technical and legal review. Upon receipt of FHWA comments, Consultant will prepare a Final Record of Responses.

**Assumptions:**

- For the SDEIS, Consultant will prepare responses for up to 12 comment submittals
- For the FEIS, Consultant will document and prepare responses for up to 50 comment submittals with, on average, up to three individual, substantive topics per comment submittal, for a total of 150 topics
- One comment submittal is an email, letter, comment form, or oral testimony record
- Up to 30 substantive review comments from Port, State DOT, and FHWA reviewers will be received on each Draft and Revised Draft of the SDEIS and FEIS Record of Responses

**Deliverables:**

- Draft, Revised Draft, and Final Record of Comment Responses for the SDEIS
- Draft, Revised Draft, and Final Record of Comment Responses for the FEIS

**5.11. Mitigation Plan**

Consultant will prepare a detailed mitigation plan that addresses project impacts to environmental and community resources. The plan will document mitigation measures requested by regulatory agencies as well as decisions and assumptions that support those measures. Consultant will perform the following tasks to prepare the mitigation plan:

- Compile and review all mitigation measures identified in the DEIS and the SDEIS to prepare a Draft Mitigation Plan
- Update the Mitigation Plan as coordination with the regulatory agencies occurs throughout the duration of the project, documenting mitigation measures requested by agencies, decisions, and assumptions
- Participate in one agency coordination meeting with the Port, State DOT, and applicable regulatory agencies as identified by the Port and State DOT to confirm mitigation measures and monitoring requirements to be presented in the SDEIS
- Prior to publication of the SDEIS, prepare a Revised Mitigation Plan that addresses comments from the Port and State DOT and incorporates all updates from agency coordination to-date
- Participate in one agency coordination meeting with the Port, State DOT, and applicable regulatory agencies as identified by the Port and State DOT to confirm mitigation measures and monitoring requirements to be presented in the FEIS and ROD
- Prior to publication of the ROD, prepare a Final Mitigation Plan that incorporates changes as a result of agency and public comments received on the FEIS and incorporates all updates from agency coordination to-date

**Assumptions:**

- The Revised Mitigation Plan would be included as a chapter or an appendix in the SDEIS (Task 5.9) and the Final Mitigation Plan will be included as an attachment to the Record of Decision (Task 7).
- Up to three Consultant staff will attend up to two agency coordination meetings lasting up to two hours each in Hood River

**Deliverables:**

- Draft Mitigation Plan
- Revised Mitigation Plan (included in SDEIS)
- Final Mitigation Plan (included in ROD)

**5.12. Final EIS**

Consultant will prepare a Final EIS in response to comments on the Draft EIS and SDEIS. Consultant will maximize the use of existing documentation prepared for the Draft EIS and SDEIS, and either adopt or incorporate that data by reference to the extent possible. Consultant will perform the following to prepare the Final EIS:

*Administrative Draft #1 FEIS for the Port and State DOT Technical Review*

- Prepare Administrative Draft #1 FEIS incorporating revisions and new analysis identified during the process of preparing the Response to Comments (Task **Error! Reference source not found.**), and any other additional data updates that become available after publication of the SDEIS

*Administrative Draft #2 FEIS for FHWA Division Office Review*

- Review comments provided by the Port and State DOT's technical review of the Administrative Draft #1 FEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, and/or other agencies as needed to resolve comments
- Revise the FEIS to address Port and State DOT technical review comments and prepare the Administrative Draft #2 FEIS
- Provide responses to all review comments

*Administrative Draft #3 FEIS for FHWA Legal Sufficiency Review*

- Review comments provided by FHWA Division Office review of the Administrative Draft #2 FEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA Division Office review comments and prepare the Administrative Draft #3 FEIS
- Provide responses to all review comments

*Signature-Ready FEIS for the Port, State DOT, and FHWA Signature and Public Distribution*

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 FEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA legal sufficiency review comments and prepare the Signature-ready FEIS
- Provide responses to all review comments
- After signatures are obtained, incorporate signature page to produce Final FEIS for public distribution

Consultant will prepare a Draft and Final Notice of Availability for the FEIS.

**Assumptions:**

- The preferred alternative identified for analysis in the Final EIS will be the same as the preliminary preferred alternative identified in the 2003 Draft EIS and SDEIS; no new or modified alternatives will be analyzed in the Final EIS
- The Final EIS will be prepared as a stand-alone document, rather than as an errata sheet, but will utilize as much information prepared for the DEIS and SDEIS as possible
- The Final EIS will follow the same organization as the SDEIS; no outline will be prepared
- Revisions to the Supplemental EIS will not entail new operational and/or environmental impact analyses, or the consideration of new alternatives
- No substantive public comments requiring re-examination of the document and related project files will be received
- A determination about preparing a combined FEIS and Record of Decision will be made by the Port, State DOT, and FHWA prior to beginning this task
- A combined FEIS and ROD will be determined by the Port, State DOT and FHWA; a combined FEIS/ROD would still necessitate the tasks outlined in Tasks **Error! Reference source not found.** and **Error! Reference source not found.**
- The public mailing list will be maintained in Task 2, Public Involvement
- The first Port and State DOT review of the Administrative Draft FEIS will result in up to 10 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA review of the Administrative Draft FEIS will result in up to 10 substantive comments to be addressed; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready FEIS.
- Up to two Consultant staff will attend up to three comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or will coordinate obtaining signatures on the Signature-ready FEIS and no meeting or briefing will be required
- Consultant will produce electronic (PDF) copies of the FEIS for all reviews
- Consultant will produce up to 20 paper copies and 10 flash drives of the FEIS for public distribution
- The Port and/or State DOT will distribute the FEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers
- The Signature-ready FEIS will be prepared in InDesign. All other versions of the FEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

**Deliverables:**

- Administrative Drafts (#1, #2, and #3) FEIS, Signature-Ready FEIS and Final FEIS
- Notice of Availability

**5.13. Record of Decision, Notice of Availability, and Statute of Limitations**

Consultant will prepare a Draft Record of Decision (ROD), Draft Notice of Availability (NOA) and Draft Statute of Limitations for Port and State DOT review. The ROD will include a description of the decision, selected alternative, alternatives considered, criteria used to determine the selected alternative, proposed project funding, Section 4(f) finding, mitigation commitments, and comments submitted on the Final EIS.

Consultant will incorporate Port and State DOT review comments and prepare a Revised Draft ROD, Revised Draft NOA, and Revised Draft Statute of Limitations for FHWA OR Division and Legal review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final ROD, Final NOA, and Final Statute of Limitations.

Consultant will prepare the Final NOA for publication in the Federal Register and up to 3 local newspapers. The Port will publish and pay for the NOA in the local newspapers.

Consultant will prepare the Final Statute of Limitations for publication in the Federal Register.

**Deliverables:**

- Draft, Revised Draft, and Final ROD
- Draft, Revised Draft, and Final NOA
- Draft, Revised Draft, and Final Statute of Limitations

#### 5.14. Administrative Record

Consultant will assemble an Administrative Record that documents the process and materials leading to a NEPA decision. It will include an index and may contain materials such as maps, calculations, meeting notes, documentation of project decisions, public comments, public notice affidavits, final reports, the Draft EIS Re-evaluations, Supplemental Draft EIS, Final EIS, and ROD.

**Assumptions:**

- The administrative record is not intended to be an exhaustive catalog of all project documents; it will not include items that support Project decisions
- All documents will be in electronic format; no hard copy documents will be included

**Deliverables:**

- Administrative Record Index and Documents (on electronic media)

## 6. ENGINEERING

### 6.1. Engineering Coordination

Provide leadership, direction, and control of Consultant Engineer's work efforts. Provide day-to-day management. Provide leadership and direction for the Design Standards Group (DSG), as defined below. Facilitate DSG meetings. Develop and distribute meeting notes that include Action item list with dates, tasks, and assignments.

**Assumptions:**

- The DSG is comprised of WSDOT and ODOT technical staff who have the authority to comment on design standards behalf of their Agencies and reach consensus on this bi-state bridge.
  - Up to three (3) DSG meetings, in Portland.
  - DSG meetings are assumed to be 3 hours in duration (including travel time)
  - The Engineering Lead and/or one (1) additional pertinent staff will attend and facilitate the DSG meetings,
  - The Engineering Lead will arrange for the meeting facility, distribute the meeting announcement, develop and provide agendas and meeting notes.
  - The DSG will start with the existing agreed upon 2010 Bi-state design standards for this bridge and only update as necessary.

**Deliverables:**

- TAC meeting agenda and meeting notes.

### 6.2. Land Survey

Prepare and submit survey notification letter to the Agency for review. Develop distribution list addresses from County Websites. Distribute approved letter by mail to distribution list.



Perform right-of-way research (surveys, plats, deeds, etc.) to locate existing monuments and to resolve existing roadway centerlines and right-of-way lines.

Establish horizontal and vertical survey control for the project.

Perform a field survey of existing monuments subject to disturbance by the project or needed to resolve existing right-of-way lines. If the initial search is inconclusive, a second search will be made utilizing coordinates calculated from nearby found monuments and/or additional measurements.

Existing property lines will not be resolved, but will be calculated from survey and deed records, as necessary. Parcel tax lot ID numbers, owner names, property addresses (if applicable), existing property lines (entire property), and existing right-of-way lines will be compiled on the base map.

Provide a base map of the survey limits at a scale of 1" = 100'. That mapping will show all visible existing planimetric features such as pavement, medians, curb (and gutter), sidewalks, retaining walls, bike paths/ trails, driveways / guardrails / barriers, bridges, large box culverts, railroad tracks, striping (solid, dashed), luminaries, signals, controller cabinets, drainage channels and ditches, drainage features, fences, trees and vegetation, right of way and other items. These features will be shown on the project base map in electronic format compatible with ODOT convention.

Develop a project Digital Terrain Model (DTM) that models the existing ground surface shape adequately to prepare base mapping with one-foot interval contours. Submit the model electronically in a format compatible with ODOT convention.

**Assumptions:**

- Survey limits are as shown on attached Figure 1.
- The horizontal datum will be NAD83, Washington State Plane Coordinate System, South Zone, units in U.S. Survey Feet.
- The vertical datum will be the National Geodetic Vertical Datum of 1988 (NAVD88).
- Record of Survey is not included.

**Deliverables:**

- Digital Terrain Model in DGN format.

## 6.3. Geotechnical

### 6.3.1. Subsurface Exploration

Prepare a Geotechnical Exploration Work Plan that describes the anticipated field activities, drilling and sampling procedures, schedule, equipment, and staff. Work plan will consist of drilling borings using a truck mounted rig from a barge mobilized to the site, performance of laboratory testing, and Geotechnical Data Report.

Provide work descriptions as requested by the Environmental team in order to help that group obtain permits (see Task 8.2).

Execute the geotechnical exploration in accordance with the Geotechnical Exploration Work Plan.

Collect, secure, and dispose of drilling-derived waste (soil cuttings, rock cuttings, drilling fluid, ground water) in accordance with applicable standards.

At the project site, the regulated In-Water work window for the Columbia River is November 15 to March 15.

This estimated soil depths from this exploration will serve as the basis of the foundation design (and cost estimate).

**Assumptions:**

- Notice to Proceed. If a permit is not granted for extending the in-water work window, the project schedule dictates that the design proceeds without soil exploration information.

- No restrictions on work hours
- In-water work permits will be secured by the project team.
- Soil can be drilled with mud-rotary drilling equipment.
- Rock can be cored with wireline coring equipment.
- Four (4) holes will be drilled within the Ordinary Highway Water zone.
- Two (2) holes will be drilled on land (one in Oregon and one in Washington)
- Each borehole will encounter up to 100 feet of soil (alluvium or fill) and up to 50 feet of bedrock.
- In-situ testing of the soil will consist of Standard Penetration Testing at 5 to 10 foot intervals.
- Rock core will be extracted using Size HQ core barrel.
- Survey coordinates of drill sites will be based on hand-held GPS coordinates.
- Drilling-derived waste (soil cuttings, rock cuttings, drilling fluid, groundwater) is clean and will be disposed of as clean material.
- Up to 40 moisture content tests will be conducted
- Up to 10 sieve analysis tests will be conducted
- Up to 20 Atterberg Limits tests will be conducted
- Up to 20 fines content tests will be conducted
- Up to 50 unconfined compression tests on rock core will be conducted
- Up to 10 cerchar abrasivity tests on rock core will be conducted
- Up to 10 Brazilian tensile tests on rock core will be conducted
- Base mapping and topographic/bathymetric data will be provided for incorporation in the geotechnical data report.

**Deliverables:**

- Geotechnical Exploration Work Plan

#### 6.3.2. Soil Sample Lab Testing

Conduct laboratory testing on selected samples obtained from the geotechnical exploration to determine field classifications and to estimate overall engineering properties.

**Deliverables:**

- Laboratory testing results for soil samples

#### 6.3.3. Geotechnical Data Report

Prepare a Geotechnical Data Report that contains the findings of the subsurface exploration.

The Report will be prepared and sealed by a geotechnical engineer registered in both Washington and Oregon.

**Deliverables:**

- Geotechnical Data Report

#### 6.3.4. Foundation Recommendations

Conduct a desk study of existing information on the geology and foundations adjacent to the bridge site.

This study will include as-constructed plans of the existing bridge (including rehabilitation and/or modifications that have occurred since original construction), bridge inspection and maintenance reports (as available), and

geotechnical information from the 2011 Bridge TSL Study. It will also include a review of historic photographs and other historic documents from the Oregon Historical Society.

Coalesce the existing information with the data collected from Task 6.3.3.

Validate the following to the degree commensurate with the amount of geotechnical data gathered:

- Geotechnical aspects of the seismic design criteria for the Hood River Bridge main span and approach spans
- Geotechnical and seismic hazards for the project, including ground shaking, liquefaction, fault rupture, and landslides.
- Feasible foundation types for the Hood River Bridge main span and approach spans.
- Estimates of axial capacity and stiffness for each foundation type and penetration requirements to support the bridge loads.
- Lateral displacement characteristics of selected foundation alternative for each structure and determine lateral load capacity.
- Settlement potential at the abutment fills and provide mitigation alternatives.
- Propensity of seismically-induced liquefaction and provide mitigation alternatives.

Develop quantity estimates pertaining to the foundations for the main span and approach span structures.

**Deliverables:**

- Foundations Recommendations Technical Memorandum

## 6.4. Hydraulics

### 6.4.1. Bridge Hydraulics

Update the HEC-RAS model of the existing condition that was used for the 2011 Bridge TSL Study. The existing condition model includes the existing Hood River Bridge and will be updated to incorporate new hydrographic cross section data (collected by NW Hydro).

The Existing Condition Model will be compared with the results from the Proposed Condition Model to quantify changes in backwater effect due to the proposed bridge. Incorporate applicable changes in the proposed bridge configuration and the new hydrographic cross section data to update the HEC-RAS model for the proposed condition from the 2011 Bridge TSL Study. Each model will produce predicted water surface profiles, for use in the backwater analysis, and average cross sectional velocities. Utilize flood frequencies developed by the U.S. Army Corps of Engineers for the 2-year, 10-year, 50-year, 100-year and 500-year flows in the vicinity of the replacement bridge.

Analyze scour based on the FHWA HEC-18 guidance and results from the Proposed Condition Model. The scour analysis will include contraction and pier scour calculations for the 100-year and 500-year flood frequencies.

**Deliverables:**

- Bridge Hydraulics Technical Memorandum

### 6.4.2. Bathymetric Survey

Collect Single beam bathymetry data on 7 transects of the Columbia River in the vicinity of Hood River.

Provide cross sections perpendicular to flow of river, except for the section on the proposed alignment and the existing bridge sections.

Extend sections from bank to bank and provide water surface elevations at each cross-section survey.

All bathymetry data will meet all accuracy standards for Navigation & Dredging Support surveys (Bottom Material Classification-Soft) in accordance with the U.S Army Corps of Engineers Hydrographic Survey Manual EM 1110-2-1003 (Nov. 2013).

**Assumptions:**

- The single beam transects will be at the following locations:
  - Approximately 1 mile downstream from the proposed bridge
  - Approximately 0.5 mile downstream from the proposed bridge
  - At the proposed bridge (approximately 300 feet downstream from the existing bridge)
  - Downstream face of existing bridge
  - Upstream face of existing bridge
  - Approximately 0.5 mile upstream of the existing bridge
  - Approximately 1 mile upstream of the existing bridge
- Project survey control will be provided and will be in place prior to bathymetry data collection.
- The horizontal datum will be Lambert, Oregon North Zone (NAD 83, U.S Survey Feet) and the vertical datum will be NAVD 88.

**Deliverables:**

- Bathymetry data in digital format (ASCII X,Y,Z) and in Microstation drawing format

## 6.5. Civil

### 6.5.1. Roadway Geometry

Validate the roadway geometry in the Bridge TSL Study and develop a design to determine limits of potential impact. Develop estimate construction limits using roadway geometry, supplied mapping, and the proposed typical section.

Determine geometric connections at adjacent intersections including SR14, Marina Way, and I-84. Identify potential impacts to property access. Document geometric design (horizontal and vertical alignment for compliance with AASHTO, FHWA, project requirements and permitting requirements identified by permitting agencies. Identify potential design exceptions in a Design Exception technical memorandum. Submit draft and final versions. Update the draft report with one (1) set of agency comments and submit the Final version.

Validate ADA compliance for access to and from the bridge. Develop conceptual bike and pedestrian connections.

- Establish bike/ped facility design criteria for the tie-in connections (gathered from Federal, State, Local design guidance)
- Evaluate geometric feasibility of facility tie-ins at each end of project
  - North: Evaluate tie in to SR 14 or other designated destination (no bike/ped facilities exist currently on the North side)
  - South: Evaluate tie in to Hood River Waterfront Trail.

**Assumptions:**

- Roadway geometric alignment and profile grade, as established in the Bridge TSL Study, is valid.
- Bicycle and pedestrian facility location, type, size, and compliance with federal guidelines, as established in the Bridge TSL Study, are valid.

**Deliverables:**

- Roadway design exhibits showing proposed design and potential limits of construction to support the NEPA process
- Design exception technical memorandum

#### 6.5.2. Traffic Control

Provide a conceptual maintenance of traffic and construction staging scheme for tie ins at both ends of the bridge. Determine road closures needed to accomplish construction of the alignment, including duration in days and detour routes. Identify temporary access needs for construction and temporary impacts.

##### **Assumptions:**

- Roadway geometric alignment and profile grade, as established in the Bridge TSL Study, is valid.
- Lane closure requirements will be provided by Port

##### **Deliverables:**

- Conceptual Staging exhibit to support the NEPA process

#### 6.5.3. Erosion Control

Analyze overall project surface runoff conditions. Review relevant project documentation and the National Pollution Discharge Elimination System (NPDES) general permit for construction projects.

Describe changes in sedimentation in the Columbia River that might result from activities associated with the project.

Determine the design needs to correct or mitigate potential erosion problems. Identify areas that require mitigation efforts and its respective environmental resource impact.

##### **Deliverables:**

- Erosion Control Technical Memorandum

#### 6.5.4. Storm Water

Prepare Stormwater Technical Memorandums. Include descriptions of the existing and proposed conditions, maps and figures, and graphical representation of preliminary data.

Provide exhibits of stormwater facilities. The following specific items will be included in the Stormwater Technical Memorandum:

- Vicinity map
- Hydrologic methodology and assumptions
- Watershed delineation
- Soils survey data
- Total impervious area/effective impervious area description based on Bridge TSL Study
- Preliminary time of concentration calculations
- Narrative, mathematical and graphical presentation of parameters and selected values to be used in hydrologic/hydraulic modeling.
- Preliminary water quantity/quality strategy
- Preliminary conveyance design description and exhibits

Prepare stormwater management exhibits; plan, profile and details in accordance with the current standards and regulations set forth by WSDOT and ODOT.

Consultant will prepare an ESA Stormwater Design Checklist, using WSDOT's template or similar document, to support the Biological Assessment.

**Assumptions:**

- Downstream analysis will not be required.
- Enhanced water quality treatment will be required. Flow control will not be required.
- A Specialty Hydraulic Report will be completed under a separate Task.
- Report submittals will be provided in PDF format.
- No in-situ infiltration testing will be conducted.
- Up to five (5) meetings with the Port and partners such as WSDOT, ODOT, USACE, etc. with up to three Consultant (3) staff attending lasting two (2) hours in length, plus preparation and travel time as necessary. At least two (2) meetings will be in person. All other meetings will be teleconferences.
- The Project is not located within a WSDOT high-priority retrofit location and the maximum cost limit for the retrofit analysis is 20 percent.
- A site visit to confirm the concept stormwater design will be conducted by two (2) Consultant staff.
- Culvert replacement for Fish Passage design is not included as a part of this design. The need for future fish passage culvert replacement will be noted in the Stormwater Technical Memorandum as applicable.

**Deliverables:**

- ESA Stormwater Design Checklist
- Stormwater Technical Memorandum

## 6.6. Bridge

Validate the basis of design (design criteria and requirements) for the bridge and approaches that was developed as part of the Bridge TSL Study.

Incorporate any revised or new design criteria provided by the TAC.

As requested provide detailed design and construction information and exhibits to support the NEPA process

**Assumptions:**

- Columbia River Navigation Channel dimensions of 80 feet vertical and 450 feet horizontal will be confirmed by the US Coast Guard.
- The architectural features of the bridge type and size, as developed for the Bridge TSL Study, meet the requirements of the Gorge Management Plan and are acceptable.
- Pier locations and span arrangement from the Bridge TSL Study are acceptable.

**Deliverables:**

- Engineering exhibits to support the NEPA process

## 6.7. Wind Analysis – Reserved

## 6.8. Architecture and Simulations

### 6.8.1. Architectural Concepts

Review existing architectural renderings, from the pedestrian perspective, that support the proposed bridge design concepts and compliment the intent of the Gorge Management Plan. Review Gorge Commission and bridge advisory group design preferences. Review design precedents from bridge, roadway and trail design projects in the

Gorge as well as the site context at both ends of the proposed bridge. Summarize these design precedents and preferences into a Design Precedents memo for review by the Port staff.

Provide up to three (3) draft concepts for the pedestrian path and overlook area that are consistent with the Gorge Management Plan and the Precedents memo. Depict architectural concepts in 2D detail drawings and photographs, developed to sufficient detail to describe the design intent to both the professional and the layman. Concepts will include options for materials, colors and forms for paving, railings, seating and lighting within the pedestrian environment.

Coordinate architectural concepts with staff working on Civil (Subtask 6.5) and Bridge (Subtask 6.6) to ensure design standards can be met.

Provide materials and concepts board for review by Port staff.

Revise and refine concepts using Port input, and provide architectural concepts information to staff working on Architectural Exhibits (Subtask 6.8.2) for their development of hi-resolution color photo simulations of the architectural concepts.

Participate in up to two (2) meetings between the project team and members of the Columbia River Gorge Commission to show how bridge architectural features are context sensitive and follow the Gorge Management Plan requirements for the Bridge.

Based on comments received, advance one (1) architectural concept and develop the final architectural concept for the pedestrian path.

**Assumptions:**

- Aesthetic requirements for the bridge will follow those set in the Columbia Gorge Management Plan, Chapter 7, "Columbia River Bridge Replacement", 9/1/2011.
- Architectural concepts will be developed for one perspective from the pedestrian path.
- Each meeting with the Columbia River Gorge Commission will be held in White Salmon, WA and be up to 2 hours in duration.

**Deliverables:**

- Design Precedents memo
- Materials and concepts board
- Three (3) draft architectural concepts for the pedestrian path and overlook.
- One (1) final architectural concept for the pedestrian path and overlook

### 6.8.2. Photo Simulations

Contractor will provide a map of up to twelve (12) proposed photo locations to Agency prior to traveling to project site to take photos. After the Port has approved final map of proposed photo locations, Contractor will travel to the project site and take high-resolution color photographs for up to twelve (12) locations. Locations are presumed to represent views toward the bridge (e.g. residents and travelers on nearby roads, highways and the Columbia River) and from the bridge (e.g. bridge user perspective). Contractor will provide Agency with a photo set of up to three (3) original photos from each of the twelve (12) locations for Agency to make final selection of seven (7) photos to use for creating photo simulations.

Consultant will create one (1) 3D model of the Final Preferred Bridge Alternative (design snapshot) from engineering drawings, and will view-match the seven (7) photos in the 3D model. Consultant will prepare up to seven (7) high-resolution color photo simulations of the Final Preferred Bridge Alternative (design snapshot) showing design features (e.g. material, textures and colors) in accurate scale and proportion. Contractor will meet in-person with Agency to review and receive comments on draft photo simulations. Contractor will prepare revised draft photo simulations per Agency comments from in-person meeting. Contractor will prepare final photo simulations resolving any final, minimal Agency comments on revised draft photo simulations.

**Assumptions**



- Up to seven (7) high-resolution photo simulations will be prepared for seven (7) different locations per final map of proposed photo locations and direction of view.
- One of the photo simulations will be from a recreational river user's perspective on the Columbia River.
- Agency changes to photo locations/direction of view after site visit will require a contract modification.
- One design snapshot will be utilized for completion of this task. Any changes to design, after photo simulations work has commenced, that would impact the photo simulations will require a contract modification.
- The high-resolution photo simulations will be submitted in electronic format (.jpg), suitable for 30x40 inch presentation display boards.

**Deliverables:**

- Map of proposed photo locations and direction of view
- Photo set (up to three (3) photos from each of up to twelve (12) locations)
- Draft, Revised Draft and Final photo simulations of the Final Bridge Alternative.

### 6.9. Cost Estimating

Develop a bridge and approach roadway construction cost estimate, commensurate with the level of design, for one (1) Final Preferred Bridge Alternative. The estimated cost will include the construction cost for bridge, approach roadway, removal of existing bridge as well as design and right-of-way costs.

Develop preliminary quantities for major items. Prepare the project quantity based cost estimate range by breaking out the individual components, including quantities, unit costs, constructability costs, staging costs and any costs incurred by site constraints.

Develop unit costs based on current material costs, labor rates, equipment costs, and labor rates.

Assess additional costs due to constructability, construction staging, traffic staging, bridge removal, site constraints, and other risks.

Evaluate cost escalation over the life of the project.

Provide documentation in determining the validity (such as industry input) of unit costs, quantities, analysis methods, and assumptions made (i.e. construction schedule and method).

**Assumptions:**

- The 2018 Mott MacDonald Cost Estimate will be used as a basis.
- Project cost estimates will include design, right of way and bridge construction costs.
- All bridge cost estimates will be in construction year 2021 dollars

**Deliverables:**

- Cost Estimate Memorandum.

## 7. TRANSPORTATION

The purpose of this task is to update and reestablish any previous traffic analysis work to support the NEPA compliance effort, and project delivery strategy.

The Consultant will conduct a comprehensive update to the previous Draft EIS traffic forecasting and operations analysis. This includes revisiting the technical foundation to document key traffic patterns, capacity requirements of the bridge to meet future multimodal crossing demand, and identifying the need for critical operational and safety enhancements on both approaches to address potential congestion hot spots and multi-modal access and mobility.

### 7.1. Methodology Memorandum

The Consultant will coordinate with the Port and project partner agencies to develop the traffic forecasting methodology, models, and assumptions. The Consultant will obtain, develop, and validate the travel demand forecasting and operational analysis approaches for developing the necessary traffic projections and conducting the analysis necessary for updating the environmental effects of the project and supporting design refinements as necessary.

The Consultant will work with the Port and partner stakeholders to develop a brief methods and assumptions summary that will outline the following:

- Method for developing year of opening and 20-year horizon multi-modal travel demand forecasts. An important aspect will be to focus on latent demand given the large increase in vehicular capacity on the bridge, as well as the inclusion of bicycle and pedestrian access across the bridge.
- Tools used to perform the analysis work
- Geographic limits of the study area
- Relevant assumptions regarding data and analysis parameters
- Time periods for analysis (AM/PM peaks, weekday, other)
- Number of options or alternatives to consider
- Performance measures that will be used to gauge traffic operations, multi-modal mobility, access and safety, and overall construction feasibility.

Other related efforts include:

- Where available, obtain existing Synchro/SimTraffic or Vissim simulation models for the study area
- Update and calibrate obtained simulation models using current traffic data from the Port and partner agencies. As needed, additional traffic counts will be collected by the Consultant.
- For horizon year traffic data, develop traffic growth factors based on factors developed for the SR-14 Bingen-White Salmon Circulation Study for the north side of the bridge, and factors based on land use growth and/or recent traffic studies conducted on the south side of the bridge.

#### **Deliverables:**

- Technical Memorandum: Transportation Analysis Methods and Assumptions

### 7.2. Data Review and Collection

The first step in the investigation of existing conditions will be a thorough review of the transportation data that was recently collected within the study area for other corridor planning efforts. This includes data that was collected as part of the SR-14 Bingen-White Salmon Circulation Study, as well as other efforts to be identified in conjunction with the Port of Hood River and their partners. Following a review of the relevant data available, a list of data gaps and data collection needs will be prepared by the Consultant. This may include the following:

- Signal timing and phasing data for the study area intersections
- Roadway geometry data and pedestrian/bicycle amenities in the vicinity of both ends of the bridge
- Historical crash data for SR-14, the Hood River Bridge, the I-84/State Route 35 interchange and relevant ramp or arterial intersections
- Freight volumes and documentation on future freight system demands across the bridge and along the SR-14 and I-84 corridors
- Transit routes and ridership across the Hood River Bridge
- Key emergency responders (Bingen FD, Hood River FD, HMS Ambulance, etc.) and service areas
- GIS data represent parcel boundaries, right of way, critical areas, topography, and utilities

- Local and regional comprehensive plans
- Project area aerial imagery
- Updated vehicle classification volumes across the Hood River Bridge

To supplement the traffic volume data already collected, AM and PM peak hour turning movement volume counts reflecting typical annual weekday conditions, as well as counts reflecting summer peak season conditions may be performed for relevant intersections within the study area. These counts will target one mid-week day (Tuesday, Wednesday or Thursday).

**Assumptions:**

- For budgeting purposes, assume AM/PM peak hour traffic counts will be conducted at a total of eight intersections for an average annual time period and for a summer peak season time period.
- Toll booth data indicating volumes and vehicle classes will be provided by the Port of Hood River for periods reflecting before and after the recent toll increase (February 1, 2018)

**Deliverables:**

- List of transportation data collection needs

### 7.3. Existing and Future No Build Conditions Update

Once the transportation data review is complete and all data pieces have been explored and compiled, the Consultant will then initiate the analysis of existing traffic conditions to gauge current levels of delay during critical periods of the day (ex. AM and/or PM peak period). This analysis will cover the relevant intersections connecting to both sides of the bridge. Synchro 9 software (with Highway Capacity Manual reporting) will be the primary analysis tool used to assess traffic congestion and operational constraints. For complex operations, such as toll booth processing, Vissim 9 microsimulation software may be used to capture vehicular queuing, and recovery wait times.

Also, as part of the existing conditions assessment, the Consultant will broadly characterize marine operations (e.g., volumes/classifications) navigating the river under the bridge in the study area. The Consultant will also inventory pedestrian and bike amenities connecting to both sides of the bridge, historical crashes along the bridge and roadway approaches (including key intersections), current transit usage of the bridge, and existing freight demands, speeds and truck pathways on both sides of the bridge.

To assess future baseline conditions, the Consultant will develop traffic forecasts reflecting a minimum 20-year outlook for the Hood River Bridge and adjacent roadways and key intersections primarily based on background growth in traffic along the SR-14 and I-84 corridors but also informed by potential cross-state demand growth across the bridge. However, to refine the traffic projections, any anticipated land use changes within underdeveloped parcels and future growth potential for large employers (INSITU, etc.) will be assessed to identify additional growth generators beyond the estimated background levels.

The Consultant will also develop future long-range projections of truck freight demand on the bridge based on local, regional and statewide freight movement expansion on both sides of the Columbia River.

The Consultant will estimate the future marine operations conditions, primarily any increase in vessel volumes, to the extent that forecasts are available.

The Consultant will perform an analysis of future baseline traffic conditions for the AM and PM peak periods by leveraging the Synchro and Vissim models developed earlier on as part of the existing conditions analysis and will capture the same study area roadways and relevant intersections within the study area. Assumptions about future conditions of truck freight demand, rail demand, land use changes, or other relevant improvements in the study area will be documented and incorporated into the future baseline conditions analysis.

Any planned or programmed improvements to study area roadways, including SR-14 or I-84, or intersections in the study area based on comprehensive plan elements will also be reflected in the analysis.

**Deliverables:**

- Working paper on existing and future baseline conditions (to be incorporated into the Transportation Technical Report)

#### 7.4. Build Alternatives Analysis Update

The Consultant will analyze future transportation access and mobility reflecting up to three (3) build alternatives for the Hood River Bridge. Since the bridge alternatives will generally include capacity improvements (adding one or more travel lanes plus pedestrian/bike treatments), traffic volume projections will be developed for each bridge alternative. Analysis of the future build alternatives will be conducted using the same modeling tools employed for existing conditions and future no build conditions.

In addition to the traffic analysis work, the Consultant will assess how effectively the bridge alternatives address key deficiencies related to freight (truck) mobility, safety, emergency response, and economic development. Marine vessel mobility along the river will be assessed for each of the bridge alternatives, as well. Access and connectivity considerations for businesses, residents, and pedestrian/bicycle users will be woven into the alternatives assessment process to ensure that fatal flaws related to non-traffic congestion issues are clearly identified and reconciled.

Input from the stakeholder group will be an integral part of the alternatives assessment process from the outset and will continue to be relied on as the refinement and screening of alternatives takes place. This collaborative approach will be intended to reflect and address the range of stakeholder interests in terms of access, mobility and safety.

The main deliverable for the alternatives development and evaluation task will be a summary report that describes the treatments and alternatives considered for the targeted intersections along SR-14 and those that are recommended to be carried forward into more detailed planning and follow-on design.

##### **Deliverables:**

- Technical summaries of the alternatives considered and evaluation outcomes

#### 7.5. Transportation Technical Report

To document the transportation analysis approach, analysis and findings, a technical report will be prepared that captures the analysis assumptions, key data items collected and review, analysis approach and alternatives assessment outcomes. This report will recap the existing conditions and future No Build assessment and present a performance comparison of the bridge alternatives based on the Build Alternatives technical summary described in Task 7.4. The technical elements of the technical report will be used for inclusion in the Supplemental Draft EIS and Final EIS documents.

##### **Deliverables:**

- Transportation Technical Report

#### 7.6. Tolling/Revenue Coordination

Consultant will coordinate with the Port's Tolling/Revenue Consultant in the areas of public involvement, travel demand forecasting, transportation analysis, design and environmental studies. The focus will be on development of long-range multi-modal demand forecasts for the bridge. The long-range horizon year for the forecasts will be determined in concert with the Port of Hood River and the Port's Tolling/Revenue Consultant, but is likely to reflect a 50- to 75-year horizon. The method for developing the forecasts will be to extrapolate via an agreed-upon trend line from the nearer term forecasts developed for the environmental work. Non-motorized forecasts will be developed based on input from the public involvement task as well as experience on similar bridges that allow non-motorized access (e.g., Bridge of the Gods). The methods, assumptions and results of the long-range multi-modal forecasts will be summarized in a brief summary memorandum.

##### **Assumptions:**

- Consultant will provide up to thirty-two (32) hours of coordination with the Port's Tolling/Revenue Consultant outside of the effort to develop long-range multi-modal demand forecasts for the bridge.

**Deliverables:**

- Long-range multi-modal travel forecasts summary memorandum

## 8. PERMIT ASSISTANCE

### 8.1. Permit Plan and Coordination

This task will result in the development of a permit plan addressing the land use, environmental and construction permits that may be necessary to construct the project. The permit plan will identify the party responsible for obtaining the permits, regulatory and permit review authority, permit submittal requirements, permit development and preliminary processing timelines. The plan is intended to function as a as a guide for maintaining consistency with adopted regulatory requirements and for obtaining permits in a future phase. Specifically, the plan will include the following information for each permit identified:

- Permit title
- Responsible agency, staff contacts, and contact information
- Review purpose
- Codes, standards, or regulations that apply, including statutory authority
- Application requirements, including technical studies, plans, and required level of design
- Potential mitigation requirements
- Approval body and level of discretion
- Schedule, including any statutory requirements such as public noticing and public hearing
- Period of validity and extension provisions
- Appeal provisions, including timing and appeal body
- Approximate costs (agency fees and cost to obtain)

The permit plan will consist of a summary of permitting requirements and include a matrix of the required authorizations. In addition to the information listed above, the permit plan will summarize the specific regulatory requirements that have the potential to affect the design of the bridge and/or affect the method of construction. The plan will also address information that will help to determine whether the project owner of the contractor is responsible for obtaining the permit. The required information identified by the lead federal agency will be evaluated by the Consultant team in the context of the need for technical information to support the NEPA process in order to identify efficiencies and avoid duplication.

The Consultant will develop an initial draft of the permit plan for review by the Port prior to meeting with regulatory agencies. Once an initial draft has been approved by the Port, Consultant team representatives will meet with the identified agency staff to inform them about the project, confirm key information, and identify agency concerns that should be addressed in project planning and/or the NEPA and permit documents. The Consultant will maintain notes for each agency meeting (up to 13 meetings) and update the permit plan with any forthcoming information. To assist with agency discussions, the Consultant will develop a detailed project description and conceptual drawings.

**Assumptions**

- No permit application materials will be developed during this task.
- Consultant team representatives will meet with each agency. This task assumes that 5 meetings will be conducted at each agency's office with the remaining 8 being conducted by phone.
- Port/Consultant team review of the draft documents will be limited to one review cycle.

**Deliverables**

- Permit plan
- Meeting agendas and meeting notes

## 8.2. In-water Permits for Geotechnical Investigations

Consultant will prepare the permit applications and documentation necessary to secure permits to conduct the in-water geotechnical investigations necessary for the design of the project. These include:

- US Army Corps of Engineers Section 404 Nationwide Permit No. 6 – Survey Activities
- Oregon Department of Environmental Quality Section 401 Water Quality Certification
- Oregon Department of State Lands – Waterway Authorization
- Washington Department of Ecology Section 401 Water Quality Certification
- Washington Department of Fish and Wildlife Hydraulic Project Approval
- Washington Department of Natural Resources – Aquatic Land Use Authorization/Easement
- Written State Environmental Policy Act (SEPA) exemption from City of White Salmon
- Written Shoreline Substantial Development exemption from City of White Salmon

The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River while the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, it is anticipated that the USACE is likely to determine that the Portland District will be responsible for all USACE permitting for the project. According to the 2017 Nationwide Permit User's Guide, 401 water quality certifications are pre-certified and individual water quality certifications will not be required by ODEQ or Ecology. For the geotechnical investigations, the Washington Department of Fish and Wildlife (WDFW) will also require submittal and authorization of a Hydraulic Project Approval (HPA). Additionally, because the geotechnical exploration will occur in the river bottom owned by both Oregon and Washington, authorizations to conduct the investigations will be required from DSL and Washington Department of Natural Resources (DNR).

The Consultant will prepare and/or compile the necessary permitting information including a Joint Permit Application (JPA)/Joint Aquatic Resources Permit Applications (JARPA) and figures. The applications will include the necessary supplemental forms, aquatic survey, background information in the form of project description, best management practices (BMPs), mitigation plans, and cultural resources information in the JPA/JARPA forms.

Because the Columbia River is documented habitat for several species of fish listed under the ESA, compliance with the ESA must be documented. Based on permit requirements for similar geotechnical investigations in the Columbia River, this activity is typically considered to have no effect on ESA-listed fisheries or other ESA-listed species. This scope of work includes preparation of a no effect memorandum, confirming that the project has been analyzed for its potential to affect species listed under the ESA, and that the proposed geotechnical investigation activities will have no effect on any species or critical habitat listed or proposed for listing under the ESA. This memorandum will be provided to the USACE as part of the JPA/JARPA submittal.

Finally, the geotechnical investigations will require written exemptions for SEPA and a Shoreline Substantial Development permit. The local agency responsible for this exemption is anticipated to be the City of White Salmon. The consultant will prepare exemption applications for submittal to the City and will meet with the City once to coordinate the exemption approvals.

### Assumptions:

- The project will qualify as a Nationwide Permit (NWP) 6 for survey activities.
- A Section 404 permit will not be required because the project will not discharge fill in the Columbia River.
- Section 401 water quality certification requirements will be satisfied through issuance of the NWP 6 and are pre-certified according to DEQ and Ecology.

- The project will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS). A BA will not be required for geotechnical investigations.
- No mitigation will be required for geotechnical site investigations.
- The activity is exempt from State Environmental Policy Act (SEPA), Shoreline Management Act (Revised Code of Washington 90.58.030), and local agency permitting requirements.
- Comments on the draft JPA/JARPA and no effect letter will be editorial in nature and minor in extent.
- Agency comments on final documents will be minor in extent and can be dealt with by email or telephone.
- Application fees are excluded.

**Deliverables:**

- JPA/JARPA with up to 6 figures
- No effect letter with up to 4 figures
- Up to 12 hours of post-application coordination with USACE, WDFW, DSL, DEQ, DNR, and City of White Salmon

### 8.3. US Coast Guard Permit Navigation Survey and Project Initiation Request

#### 8.3.1. Navigation Survey

Consultant will review and validate the technical data from the Navigation Survey Report used for the 2011 Bridge TS&L Study. The original Navigational Study was conducted in 2003, and validated in 2010. Further survey methods are proposed to ensure that any new or existing user concerns and requirements for the navigation channel via bridge clearances are considered. Consultant will review the prior navigation study, complete a questionnaire, and conduct up to twelve (12) telephone surveys with new and existing river users to update the Navigation Survey Report as required. This effort will include coordination with the USCG to provide notice of the effort through a Notice to Mariners posting in order to identify users to be surveyed, although formal notice is not required until the Bridge Permit is sought at a future date. Consultant will provide survey summaries for each user in a summary memorandum to ensure the latest information is considered in the new bridge design prior to formal Bridge Permit submittal.

**Assumptions:**

- The River User Survey will provide an update to the Navigation Study of 2011
- The USCG will assist in posting of notice to form a user list
- Up to twelve (12) river user telephone surveys will be conducted

**Deliverables:**

- Notice for publication in the Notice to Mariners by the USCG
- River user questionnaire
- Summary memorandum documenting input of up to 12 river user surveys and key findings

#### 8.3.2. Bridge Permit Pre-Application Coordination

Consultant will follow the requirements of Office of Bridge Programs, U.S. Coast Guard (USCG), Bridge Permit Application Guide (COMDTPUB P16591.3D, July 2016) to prepare the Bridge Permit Initiation Request, including:

- Description of the project
- Project purpose and need
- List of potentially affected Federal and non-Federal entities



- Proposed schedule for filing Federal and State permit applications
- Description of the known existing project site conditions, potential changes to the waterway, and any other areas of concern.

Consultant will file a Bridge Project Initiation Request with the Coast Guard to initiate engagement with the 13th Coast Guard District in Seattle.

Up to three (3) meetings with the USCG are anticipated during the NEPA process to obtain concurrence with the proposed navigational opening.

**Assumptions:**

- Meetings with the USCG will occur in Seattle and have a duration of two (2) hours; up to three (3) Consultant staff (PM, Engineering Lead, and USCG Permit Lead) will attend

**Deliverables:**

- Bridge Project Initiation Request

#### 8.4. Columbia River Gorge National Scenic Area (NSA) Permit Pre-Application Meeting

The project is located within the National Scenic Area (NSA) in Hood River and Klickitat counties where the new bridge will cross the Columbia River. The abutments of the proposed bridge are exempt from NSA regulations because they will be located within the Urban Areas of White Salmon and Hood River. The NSA designation on the river for both counties is “water” which is considered an Open Space designation. The jurisdiction and process for the NSA permit(s) will be confirmed with multiple agencies (cities, counties, Gorge Commission) through the permit plan (Task 8.1). The scope of work is intended to clearly identify applicable NSA standards because the bridge design can be influenced by the requirements of the NSA and gain agency concurrence on bridge design consistent with the NSA standards. However, because the final NSA permit is not required before the ROD, submittal of the formal NSA permit application and agency review will occur in a future phase. Rather, this task includes pre-application coordination to address the applicable NSA standards relevant to the Project.

The Consultant will prepare a NSA pre-application memorandum outlining the NSA standards and request a joint pre-application meeting with Hood River and Klickitat Counties and the Gorge Commission.

**Assumptions**

- The Port will attend the pre-application conference, and debrief with the team.
- The project will require compliance with the CRGC Management Plan and Article 75 of the Hood River County code.
- The pre-application memorandum will provide broad findings, and pose questions to help inform compliance with the CRGC Management Plan and Article 75 of the Hood River County code.
- A single joint NSA pre-application memorandum and pre-application conference request will be developed and will undergo one round of Port review.
- Copies of the single joint NSA pre-application will contain identical materials will be submitted to both Hood River County and Klickitat County via the Gorge Commission.
- Pre-application materials from the consultant team, including design, aesthetics, and environmental studies will be provided as required for the pre-application conference to generally address and identify areas of compliance and concern with NSA standards for later full NSA submittal.
- Pre-application fees are excluded.

**Deliverables**

- NSA pre-application memorandum

## 8.5. U.S. Army Corp of Engineers Permits Preliminary Draft Joint Permit Application

### 8.5.1. Section 10/404

Project activities will be located in the Columbia River, a water of the United States, and wetlands may be present within the project limits. The project will require an Individual Permit from USACE in accordance with Section 10 of the Rivers and Harbors Act (Section 10) as the Columbia is a navigable waterway and Section 404 of the Clean Water Act (Section 404) because the Columbia River is a water of the U.S. and fill is anticipated. The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River and the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, the USACE is likely to determine that the Portland District will be responsible for all USACE permitting. Because a permit decision by the USACE cannot be completed under after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the USACE permit is critical to the design of the bridge for this effort the Consultant will develop preliminary application requirements for initiation of a formal pre-application with the USACE.

The Consultant will coordinate with the USACE and prepare and/or compile the necessary permitting information including a preliminary JPA to assist the USACE in understanding the project and providing detailed feedback. The Consultant will utilize graphics and project drawings completed under other tasks to show the proposed project. The Consultant will coordinate with the Consultant team to incorporate the project description, best management practices (BMPs), mitigation plans, cultural resources information and ESA information into the draft JPA.

The Consultant will develop a methodology document that includes a basic outline of the alternatives analysis for review with the agencies with jurisdiction. The alternative analysis will be submitted to the Port for one round of review and provide to the USACE for informal review.

A 2-hour meeting attended by two Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review. The meeting will be combined with the meeting to discuss Section 408 review (Task 8.5.2)

#### **Assumptions:**

- This task will complete the pre-application process and development of a preliminary draft JPA but will not complete the formal application process nor result in permit decision by the USACE on compliance with Section 10/404.
- The information, design and drawings prepared for NEPA documentation and other tasks will be sufficient to inform the JPA and no additional technical studies or field investigations will be needed.
- The Consultant will use the USACE-approved OHWM elevation (elevation to be determined through published literature/coordination with USACE) and the biological OHWM previously located by the Consultant in the permit documents (Task 5.4.2).
- Port/Consultant team review of the draft documents will be limited to one review cycle.
- A 2-hour meetings attended by two Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review.
- Application fees are excluded.

#### **Deliverables**

- Preliminary Draft JPA
- Alternative Analysis Methodology Memorandum
- Meeting agendas and summary notes

### 8.5.2. Section 408

The Columbia River includes a federally authorized navigation channel that will be crossed by the proposed bridge. The authorized channel is 27 feet deep and through the project area is generally 300 feet wide. Section 14 of the Rivers and Harbors Appropriation Act of 1899, as amended, and codified in 33 USC 408 (Section 408) provides that the Secretary of the Army may grant permission to other entities for the permanent or temporary alteration or use of any USACE Civil Works project, including navigation projects. This requires a determination that the requested alteration is “not injurious to the public interest” and will not “affect the USACE project’s ability to meet its authorized purpose.” This means that USACE has the authority to review, evaluate, and approve all alterations, including crossings, that could impact the channel to make sure the alterations are not harmful to the public and that the civil works projects will still meet their intended purposes. Because a decision by the USACE cannot be finalized until after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the Section 408 review and authorization is critical to the design of the bridge this effort will develop an initial written request for a Section 408 application pursuant to USACE Engineering Circular 1165-2-216.

Under the Section 408 process, the USACE will determine the technical data and analysis required for review based on the specific potential of the project itself to impair the USACE-managed resources. The Consultant will meet with staff of the USACE Portland District, including Section 408 coordination staff, for early consultation to identify potential issues and focus efforts. The 2-hour meeting at the Portland District offices will be used to confirm the USACE-managed resources that could be impacted by the project and the non-federal sponsors involved. Following the early consultation meeting, the Consultant will prepare a written request under Section 408 that will include:

- Project description.
- A statement regarding the need for permitting under Sections 10 and 404.
- A statement regarding the use of federally owned real property or property owned by a non-federal sponsor.
- A written statement from the non-federal sponsor(s) (if applicable) indicating the sponsor is not opposed to the project’s alteration of the Section 408 resource(s).
- Drawings, sketches, maps, and plans necessary to convey information about the project’s relationship to Section 408 resources.

The USACE will review the request and coordinate with the Consultant on the documentation required to complete the Section 408 review.

Following the submittal of the written request, the Consultant will monitor the review process, coordinate with the USACE, and address questions that are raised by the agency. The Consultant will review and summarize the documents and data required for the review and/or other information developed by the USACE, note any implications for the project or its delivery, and provide the summary to the Port.

USACE guidance indicates that the Regulatory and Navigation offices will coordinate throughout the review of the project. Therefore, the coordination with the USACE under Task 8.5.1 will include coordination in regard to Section 408 matters. This task includes a, 2-hour meetings attended by two Consultant team members conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.

#### **Assumptions:**

- This task will complete the initial request and will identify what will be necessary for further Section 408 review but will not complete the formal process nor result in a determination from the USACE on compliance with Section 408.
- Drawings, sketches, maps, and plans necessary for the initial request will be completed under other tasks and are adequate for submittal to the USACE.
- Technical data and studies that may be required by the USACE are not included in this scope and additional needs will be determined after submittal and review of the initial written request.

- The Port is not a non-federal sponsor of the USACE-managed resources (i.e., the Columbia River navigation channel).
- The USACE will accept the NEPA documentation completed for the project with FHWA (or others) as lead agency. A decision regarding Section 408 will not be completed until the issuance of the Record of Decision.
- Funding for USACE review of the Section 408 review is not included.
- The USACE will not require a Type II independent external panel review process and a review plan is not included.
- Comments and questions from the USACE can be answered by available information or materials developed with the scope of work and additional technical data or analysis will not be needed and is not included.
- Two, 2-hour meetings attended by two Consultant team members will be conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.
- Completion of the 408 review process and construction period services that may be required as part of the Section 408 review are not included.

### **Deliverables**

- Initial written request, including figures
- Meeting agendas and summary notes (2)

8.5.3. Section 404(b)(a) Alternatives Analysis - Reserved

### **8.6. Washington State Permits - Reserved**

8.6.1. Washington State Department of Ecology – Section 401 Water Quality Certification – Reserved

8.6.2. Washington State Department of Fish and Wildlife Hydraulic Project Approval – Reserved

8.6.3. Department of Natural Resources – Aquatic Land Use Authorization/Easement - Reserved

8.6.4. Washington State Environmental Policy Act – Reserved

### **8.7. Oregon State Permits – Reserved**

8.7.1. Department of State Lands – Removal/Fill Permit – Reserved

8.7.2. DSL Waterway Authorization – Reserved

8.7.3. DEQ Water Quality Certification – Reserved

8.7.4. NPDES Permit (Not included as Contractor will be responsible applicant) – Reserved

### **8.8. Washington Local Agency Permits (City of White Salmon) – Reserved**

### **8.9. Oregon Local Agency Permits – Reserved**

Figure 1. Survey Limits for Task 6.2





Hood River Bridge Replacement Project

EXHIBIT B

	WSP USA Inc.		Aqua Terra Cultural Resource Consultants, LLC		Berger/ABAM Engineers Inc.		Enviroissues, Inc.		Exeltech Consulting, Inc.		Foundation Engineering, Inc.		HPR		Marianne Zarkin Landscape Architect LLC		Northwest Hydro, Inc.		All Firms	
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
<b>1 PROJECT MANAGEMENT</b>	<b>1933</b>	<b>\$365,303</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>110</b>	<b>\$18,284</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>2043</b>	<b>\$383,587</b>
1.1 Project Management and Coordination	1530	\$277,955	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1530	\$277,955
1.2 Client Progress Meetings	262	\$56,708	0	\$0	0	\$0	70	\$11,397	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	332	\$68,105
1.3 Consultant Team Coordination Meetings	92	\$20,161	0	\$0	0	\$0	40	\$6,612	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	132	\$26,773
1.4 Change Control	41	\$8,074	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$8,074
1.5 Risk Management	8	\$1,718	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,718
1DE Direct Expenses		\$887		\$0		\$0		\$275		\$0		\$0		\$0		\$0		\$0		\$982
<b>2 Public Involvement</b>	<b>498</b>	<b>\$95,548</b>	<b>0</b>	<b>\$0</b>	<b>258</b>	<b>\$48,367</b>	<b>1075</b>	<b>\$155,782</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>1831</b>	<b>\$299,697</b>
<b>2.1 Public Involvement Plan and Task Coordination</b>	<b>42</b>	<b>\$5,793</b>	<b>0</b>	<b>\$0</b>	<b>24</b>	<b>\$3,647</b>	<b>230</b>	<b>\$31,113</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>296</b>	<b>\$40,553</b>
2.1.1 Public Involvement Plan and Task Coordination	36	\$4,955	0	\$0	24	\$3,647	170	\$22,636	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	230	\$31,248
2.1.2 Start-up Communications Activities	6	\$828	0	\$0	0	\$0	60	\$8,477	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	66	\$9,305
2.2 Stakeholder Interviews	6	\$828	0	\$0	0	\$0	50	\$9,518	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	116	\$20,615
2.3 Media Releases, Fact Sheets, and eNewsletters	8	\$1,103	0	\$0	0	\$0	102	\$15,154	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	110	\$16,257
2.4 Social Media, Digital Ads and Videos	6	\$828	0	\$0	0	\$0	70	\$7,437	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	76	\$8,265
2.5 Project Website Support	16	\$2,206	0	\$0	0	\$0	176	\$22,564	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	192	\$24,770
2.6 Bridge Replacement Advisory Committee	180	\$38,526	0	\$0	0	\$0	108	\$18,834	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	288	\$57,360
2.7 Stakeholder Working Groups	32	\$7,826	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$7,826
2.8 Public Open Houses	132	\$25,801	0	\$0	8	\$1,718	193	\$24,802	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	333	\$52,321
2.9 Public Comments	12	\$1,654	0	\$0	0	\$0	91	\$9,122	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	103	\$10,776
2.10 Community Outreach Events	6	\$828	0	\$0	101	\$15,912	15	\$2,742	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	122	\$19,482
2.11 Environmental Justice	14	\$2,392	0	\$0	75	\$11,827	15	\$2,742	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	104	\$16,961
2.12 Status Reports	44	\$5,692	0	\$0	0	\$0	15	\$2,742	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	59	\$8,434
2DE Direct Expenses		\$2,071		\$0		\$5,745		\$8,261		\$0		\$0		\$0		\$0		\$0		\$16,077
<b>3 Project Delivery Coordination</b>	<b>86</b>	<b>\$19,509</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>86</b>	<b>\$19,509</b>
3.1 Project Delivery Coordination	86	\$19,440	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	86	\$19,440
3DE Direct Expenses		\$69		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$69
<b>4 Tolling/Revenue Coordination</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
4.1 Tolling/Revenue Coordination	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4DE Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>5 Environmental</b>	<b>5398</b>	<b>\$820,361</b>	<b>850</b>	<b>\$105,626</b>	<b>910</b>	<b>\$134,291</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>7158</b>	<b>\$1,060,268</b>
5.1 Environmental Study Plan and Coordination	224	\$38,626	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	224	\$38,626
<b>5.2 Agency Coordination</b>	<b>444</b>	<b>\$81,937</b>	<b>134</b>	<b>\$18,272</b>	<b>71</b>	<b>\$15,303</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>649</b>	<b>\$115,512</b>
5.2.1 Lead Agency Identification	71	\$14,300	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	71	\$14,300
5.2.2 Agency Coordination Plan	41	\$6,259	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$6,259
5.2.3 Tribal Consultation Plan	41	\$6,259	80	\$10,908	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	121	\$17,167
5.2.4 Agency and Organizations Meetings	291	\$55,119	54	\$7,364	71	\$15,303	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	416	\$77,786
5.3 Methodology Memoranda	189	\$28,246	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	189	\$28,246
<b>5.4 Technical Report, Technical Memorandum, and Study Updates</b>	<b>1564</b>	<b>\$227,137</b>	<b>0</b>	<b>\$0</b>	<b>364</b>	<b>\$39,857</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>1928</b>	<b>\$266,994</b>
5.4.1 Air Quality	84	\$12,136	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	84	\$12,136
5.4.2 Energy and Greenhouse Gases	114	\$16,397	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	114	\$16,397
5.4.3 Fish and Wildlife Technical Report	24	\$4,759	0	\$0	123	\$12,958	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	147	\$17,717
5.4.4 Geology and Soils	54	\$9,339	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	54	\$9,339
5.4.5 Hazardous Materials	138	\$20,458	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	138	\$20,458
5.4.6 Land Use	156	\$19,630	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	156	\$19,630
5.4.7 Noise	214	\$29,049	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	214	\$29,049
5.4.8 Social and Economic	330	\$47,152	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	330	\$47,152
5.4.9 Traffic	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5.4.10 Vegetation and Wetlands	30	\$5,948	0	\$0	241	\$26,899	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	271	\$32,847
5.4.11 Visual	202	\$32,428	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	202	\$32,428
5.4.12 Waterways and Water Quality	52	\$9,250	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	52	\$9,250
5.4.13 Cumulative Impacts Technical Report	166	\$20,591	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	166	\$20,591
5.5 ESA Section 7 Compliance	24	\$4,759	0	\$0	205	\$28,922	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	229	\$33,681
<b>5.6 Cultural / NHPA Section 106 Compliance</b>	<b>98</b>	<b>\$17,653</b>	<b>611</b>	<b>\$69,120</b>	<b>34</b>	<b>\$7,338</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>743</b>	<b>\$94,111</b>
5.7 Section 4(f)/Section 6(f)	160	\$21,595	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	160	\$21,595
5.8 Draft EIS Re-Evaluation	260	\$36,646	16	\$2,183	56	\$9,555	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	332	\$48,384
5.9 Supplemental Draft EIS	1016	\$147,923	43	\$5,863	70	\$11,551	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1129	\$165,337

**Hood River Bridge Replacement Project**

	WSP USA Inc.		Aqua Terra Cultural Resource Consultants, LLC		Berger/ABAM Engineers Inc.		Enviroissues, Inc.		Exeltech Consulting, Inc.		Foundation Engineering, Inc.		HHPR		Marianne Zarkin Landscape Architect LLC		Northwest Hydro, Inc.		All Firms		
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	
5.10																					
5.10	467	\$67,457	18	\$2,455	36	\$6,287	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	521	\$76,199	
5.11	120	\$18,966	8	\$1,090	26	\$5,612	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	154	\$25,668	
5.12	580	\$84,832	20	\$2,726	48	\$8,319	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	648	\$95,877	
5.13	208	\$29,562	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	208	\$29,562	
5.14	44	\$6,310	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$6,310	
5.DE																					
6	4075	\$668,580	0	\$0	0	\$0	0	\$0	365	\$39,031	728	\$304,960	130	\$27,865	188	\$25,145	20	\$3,540	5506	\$1,069,121	
6.1	615	\$147,696	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	615	\$147,696	
6.2	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	130	\$14,740	0	\$0	0	\$0	130	\$14,740	
6.3	500	\$89,028	0	\$0	0	\$0	0	\$0	0	\$0	728	\$85,896	0	\$0	0	\$0	0	\$0	1228	\$174,924	
6.3.1	27	\$4,477	0	\$0	0	\$0	0	\$0	0	\$0	536	\$62,229	0	\$0	0	\$0	0	\$0	563	\$66,706	
6.3.2	2	\$555	0	\$0	0	\$0	0	\$0	0	\$0	41	\$4,645	0	\$0	0	\$0	0	\$0	43	\$5,200	
6.3.3	8	\$1,864	0	\$0	0	\$0	0	\$0	0	\$0	151	\$19,022	0	\$0	0	\$0	0	\$0	159	\$20,886	
6.3.4	463	\$82,132	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	463	\$82,132	
6.4	204	\$27,311	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,540	224	\$30,851	
6.4.1	184	\$23,598	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	184	\$23,598	
6.4.2	20	\$3,713	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,540	40	\$7,253	
6.5	1263	\$163,881	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1263	\$163,881	
6.5.1	694	\$94,676	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	694	\$94,676	
6.5.2	128	\$17,924	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	128	\$17,924	
6.5.3	34	\$4,873	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	34	\$4,873	
6.5.4	407	\$46,408	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	407	\$46,408	
6.6	945	\$151,765	0	\$0	0	\$0	0	\$0	365	\$39,031	0	\$0	0	\$0	0	\$0	0	\$0	1310	\$190,796	
6.7	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
6.8	368	\$48,550	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	188	\$25,145	0	\$0	556	\$73,695	
6.8.1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	188	\$25,145	0	\$0	188	\$25,145	
6.8.2	368	\$48,550	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	368	\$48,550	
6.9	180	\$39,995	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	180	\$39,995	
6.DE																					
7	1012	\$160,724	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1012	\$160,724	
7.1	76	\$12,930	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	76	\$12,930	
7.2	104	\$15,760	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	104	\$15,760	
7.3	316	\$42,275	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	316	\$42,275	
7.4	220	\$29,116	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	220	\$29,116	
7.5	180	\$28,629	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	180	\$28,629	
7.6	116	\$25,252	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	116	\$25,252	
7.DE																					
8	302	\$72,782	0	\$0	559	\$82,168	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	861	\$154,950	
8.1	16	\$3,173	0	\$0	150	\$24,379	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	166	\$27,552	
8.2	12	\$2,382	0	\$0	127	\$14,819	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	139	\$17,201	
8.3	234	\$54,655	0	\$0	60	\$9,276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	294	\$63,931	
8.3.1	6	\$1,046	0	\$0	52	\$7,549	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	58	\$8,595	
8.3.2	228	\$53,609	0	\$0	8	\$1,727	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	236	\$55,336	
8.4	24	\$3,943	0	\$0	84	\$12,757	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	108	\$16,700	
8.5	16	\$2,788	0	\$0	138	\$20,376	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	154	\$23,164	
8.5.1	10	\$1,742	0	\$0	84	\$11,650	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	94	\$13,392	
8.5.2	6	\$1,046	0	\$0	54	\$8,726	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$9,772	
8.5.3	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
8.6	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
8.7	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
8.8	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
8.9	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
8.DE																					
<b>Task Totals</b>	<b>13304</b>	<b>\$2,202,807</b>	<b>850</b>	<b>\$105,626</b>	<b>1727</b>	<b>\$264,816</b>	<b>1185</b>	<b>\$174,066</b>	<b>365</b>	<b>\$39,031</b>	<b>728</b>	<b>\$304,960</b>	<b>130</b>	<b>\$27,865</b>	<b>188</b>	<b>\$25,145</b>	<b>20</b>	<b>\$3,540</b>	<b>18497</b>	<b>\$3,147,856</b>	



## INSURANCE PROVISIONS

REQUIRED INSURANCE. Consultant shall obtain at Consultant's expense the insurance specified in this exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Owner.

**C.1.01 WORKERS COMPENSATION.** All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

**C.1.02 PROFESSIONAL LIABILITY**

**Professional Liability. Professional Liability Insurance covering any damages** caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

\$1,000,000 Per occurrence limit for any single claimant; and  
\$2,000,000 Per occurrence limit for any number of claimants

**C.1.03 COMMERCIAL GENERAL LIABILITY.**

**Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

**Bodily Injury/Death/Property Damage:**

\$1,000,000 Per occurrence limit for any single claimant; and  
\$2,000,000 Per occurrence limit for any number of claimants

**C.1.04. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

**Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

**Bodily Injury/Death/Property Damage:**

\$1,000,000 Per occurrence limit for any single claimant; and  
\$2,000,000 Per occurrence limit for any number of claimants

**C.1.08. ADDITIONAL INSURED.**

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon and Owner, its officers, employees and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C.1.09. "TAIL" COVERAGE.**

If any of the required professional liability insurance is on a "claims made" basis, Consultant shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Consultant's completion and Owner's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Consultant elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Consultant shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to Owner, upon Owner's request, certification of the coverage required under this Exhibit C.

**C.1.10. NOTICE OF CANCELLATION OR CHANGE.**

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Consultant or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Owner.

**C.1.11. CERTIFICATE(S) OF INSURANCE.**

Consultant shall provide to Owner Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any. The Consultant shall immediately notify the Owner's Representative in writing of any change in insurance coverage.

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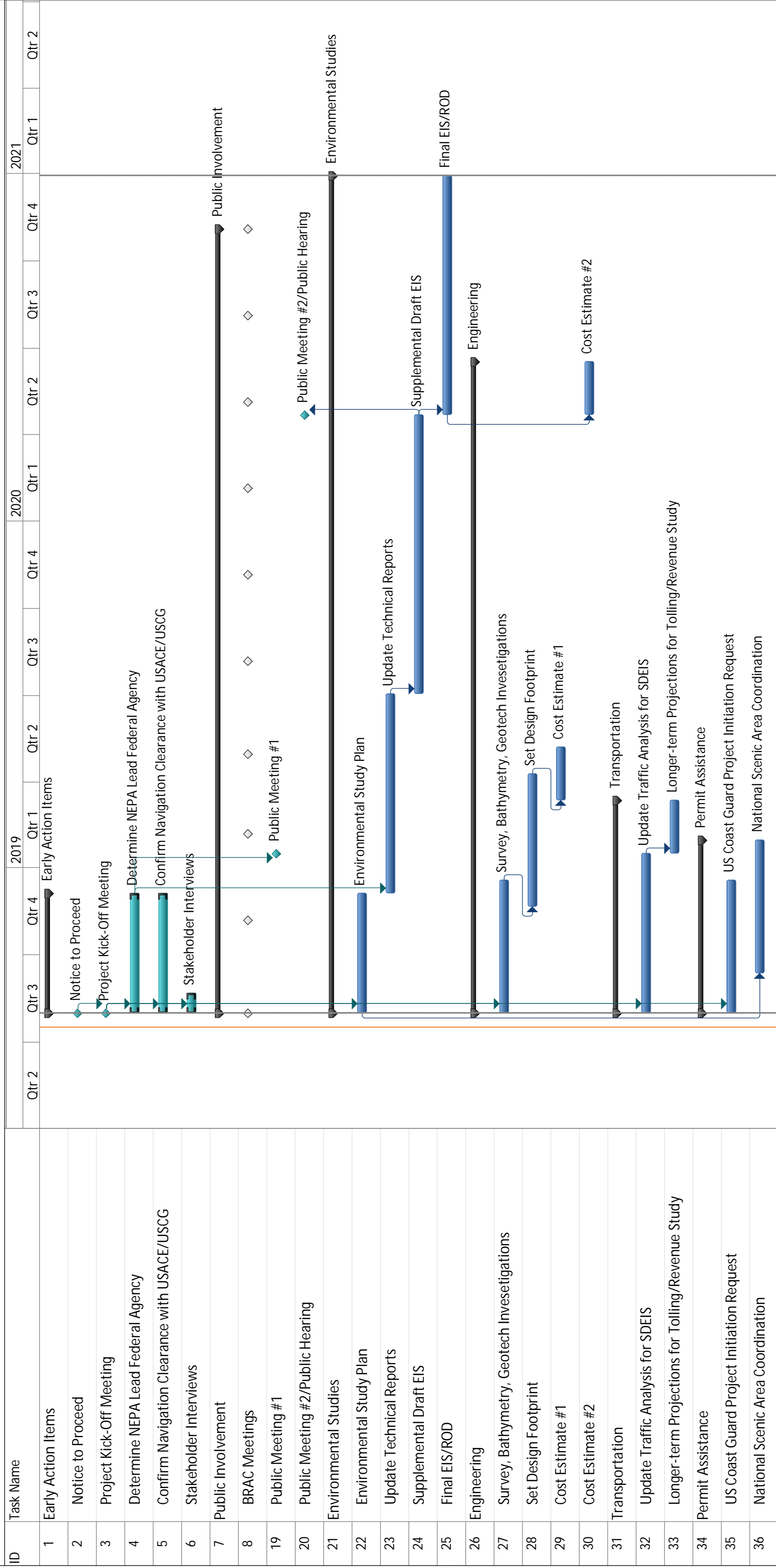
## HOOD RIVER BRIDGE REPLACEMENT PROJECT

<b>PROJECT ROLE</b>	<b>KEY PERSONS</b>
PROJECT MANAGER	Angela Findley, WSP
ENVIRONMENTAL STUDIES LEAD	Scott Polzin, WSP
ENGINEERING LEAD	Mark Hirota, WSP
PERMIT ASSISTANCE LEAD	Brian Carrico, BergerAbam
PUBLIC INVOLVEMENT LEAD	Alex Cousins, EnviroIssues

**CRITICAL DATE SCHEDULE**

**Project Commencement ... August 1, 2018**  
**Contract Completion ... January 31, 201**

### Hood River Bridge Replacement Project - Conceptual EIS Schedule



Project: Schedule\_2018-07-17  
Date: Tue 7/17/18

Task Summary: [Solid Blue Bar] Task, [Dotted Blue Bar] Split, [Diamond] Milestone, [Arrow] Summary

External Tasks: [Grey Bar] External Task, [Grey Bar] External Milestone, [Grey Bar] Inactive Task, [Grey Bar] Inactive Milestone

Manual Summary Rollup: [Blue Bar] Manual Summary, [Blue Bar] Manual Summary, [Blue Bar] Start-only, [Blue Bar] Finish-only

Deadline: [Green Arrow]

Progress: [Black Bar]

This schedule provides a conceptual sequencing of activities. Specific task and deliverable dates will be developed and updated throughout the project. Conceptual dates are not contract requirements for the Consultant.

**ASSUMPTIONS AND EXCLUSIONS**

**None**

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: July 24, 2018  
Re: Siegel Consulting Contract  
Amendment No. 5

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Steven Siegel has provided valuable consulting assistance to the Port's bridge replacement efforts since October 2015. His considerable background on a number of metro-area projects has provided the Port with experienced advice and assistance. With Amendment No. 4, Siegel completed the Administrative Rules related to the consideration of Public Private Partnerships, advised on prior FHWA grant funding, met with WSDOT officials regarding project advancement, and discussed the initial financial modeling of procurement alternatives.

Amendment No. 5 (attached) to Siegel's existing contract will focus on technical issues related to constructing a new bridge in Washington state and moving forward with financial modeling. The amendment continues through Spring of 2019.

This amendment will add \$50,000 of service with a total amount not to exceed \$184,000. Services provided by Siegel by this Amendment will be reimbursed from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

**RECOMMENDATION:** Authorize Amendment No. 5 to the Contract with Steven Siegel Consulting for consulting services related to bridge replacement.

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**AMENDMENT NO. 5  
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 5 to the Personal Services Contract ("Contract") is entered into this **24th day of July, 2018** by and between Steven M. Siegel ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

**RECITALS:**

WHEREAS, Contractor and Port entered into a Contract dated July 12, 2016 for bridge replacement strategic planning and financial analysis services associated with future replacement of the Hood River Bridge ("Project"); and

WHEREAS, Amendment No. 4 covered work related to completion of the P3 Administrative Rule, consulting on Washington legislative actions and beginning the initial financial modeling; and

WHEREAS, the Port desires that additional services including continued research and discussions with Washington State DOT officials regarding Washington legislative actions, completing the initial financial modeling of procurement alternatives, consulting on FHWA funding requirements related to past bridge funding and that the term of the contract be extended; and

WHEREAS, all terms used in this Amendment No. 5 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed **\$50,000** for a total contract amount not to exceed **\$184,000** plus reasonable reimbursable expenses; and

Port and Contractor agree to extend the term of the contract through March 31, 2019.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 5 to be duly executed the day and year first above written.

**Steven M. Siegel**

**Port of Hood River**

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3787 S.W Lyle Court  
Portland, Oregon 97221  
(503) 274-0013  
siegelconsulting@aol.com

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

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# Commission Memo



Prepared by: Fred Kowell  
Date: July 24, 2018  
Re: PSquare LLC, Task Order 1

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Task Order 1 is an annual maintenance support contract with PSquare that allows for a constant monitoring of the lanes, hardware, and back-office support for the BreezeBy electronic tolling system. This maintenance contract is a little different from last year in that it includes monitoring and support for the web portal and mobile application. In addition, this contract addresses changes to technology that require the Port or the consultant to change the current standards or business rules to be in compliance with regulatory matters as well as provide efficiencies to our customers or tolling operations when issues arise.

This year we have additional hardware (AVC – Automated Vehicle Classification) that allows the Port to identify when a vehicle is passing through our facility that is different than what was established in the back-office system (i.e., log truck full versus empty). This allows the back-office system to charge the customer the correct toll without staff intervention. This contract addresses the support for that as well as the necessary diagnostics related to the hardware and the necessary backups to data being transferred real-time. This contract amount is included in our current budget.

**RECOMMENDATION:** Approve renewal of Task Order 1 with PSquare for ongoing maintenance and support of the Breezeby electronic tolling system, not to exceed \$71,000.

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**TASK ORDER 1**  
**SCOPE OF SERVICES**  
**for**  
**ELECTRONIC TOLLING SYSTEMS SUPPORT AND MAINTENANCE**

July 24, 2018

This Task Order No. 1 pertains to a **Personal Services Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and P-Square LLC (“**Consultant**”), dated July 18, 2017 (“the Agreement”). Consultant shall perform Services on the project described below as provided herein as the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

**PART 1.0 PROJECT DESCRIPTION & PURPOSE**

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

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

**PART 2.0 SCOPE OF SERVICES**

**Task 1: Tolling Systems Upgrade Support**

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

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



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

### Assumptions

The following assumptions are made:

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

### Deliverables

The following items shall be delivered to the Port:

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

## Task 2: Project Management & Administration

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

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

### Deliverables

The following items shall be delivered to the Port:

- Invoices and progress reports
- Monthly conference/meetings

## **PART 3.0 PORT'S RESPONSIBILITIES:**

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

**PART 4.0 PERIODS OF SERVICE:**

This contract is for the period ending June 30, 2019. Notice to proceed to Consultant is assumed to be not later than July 24, 2018.

**PART 5.0 PAYMENTS TO CONSULTANT:**

The total professional service fees for labor for this Task Order No. 1 shall be a not-to-exceed amount of \$71,000. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

**PART 6.0 OTHER:**

None

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PORT OF HOOD RIVER  
"Port"

P SQUARE SOLUTIONS LLC.  
"Consultant"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Michael McElwee

NAME: Reddy Patlolla

TITLE: Executive Director

TITLE: President

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

307 Fellowship Road,  
Suite 104  
Mount Laurel, NJ 08054

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